

**REQUEST FOR PROPOSALS FOR 35% CONCEPTUAL DESIGN,  
ENVIRONMENTAL REVIEW AND PERMITTING FOR THE CITY SOUTH DOCK  
RENOVATIONS AND NEW BERTHING DOLPHINS PROJECT**

**BY THE**

**CITY OF SAINT PAUL, ALASKA**

**FOR THE**

**U.S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION PORT  
INFRASTRUCTURE DEVELOPMENT PROGRAM**

**JUNE 30, 2025**

**RFP NO. 25-03**

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## **I. INTRODUCTION**

The City encompasses the entire Saint Paul Island located in the Bering Sea in the Aleutians West Census Area and within the Aleutians Islands Recording District. The City of Saint Paul, Alaska (“City”) is a municipal corporation organized in 1971 under the laws of the State of Alaska and a second-class city managed by a City Manager and seven member elected Council. More information can be found at: [www.stpaulak.com](http://www.stpaulak.com).

The City issues this request for proposals (“RFP”) for a qualified engineering / consulting firm (“Firm”) to provide a conceptual 35% design with cost estimate, environmental review, and permitting (“Services”) for the City South Dock Renovations and New Berthing Dolphins Project (“Project”).

## **II. PROJECT DESCRIPTION**

The Project, in its entirety, includes the design, engineering, environmental review, permitting, procurement, and construction specifically to:

- Renovate the City South Dock: Replacing the used vehicle tires currently being used as fenders with modern, energy-absorbing fenders; replacing and upgrading the broken, missing, and substandard bull rails, ladders, and cleats; adding three, 80-ton bollards for large vessel mooring; and installing fire extinguishers and life rings.
- Install new berthing dolphins: Installing five, side-tie berthing dolphins with energy-absorbing fenders connected by a continuous catwalk to increase the effective mooring length of the City South Dock.

Additional details on the Project can be found in the City’s PIDP grant proposal and the Saint Paul Harbor Feasibility Study, provided as attachments.

Please note that this RFP is solely for the following Project components: conceptual 35% design with preliminary cost estimate, environmental review, and permitting, (“Services”) for the City South Dock Renovations and New Berthing Dolphins Project (“Project”).

## **III. PROJECT BACKGROUND**

The City South Dock is a concrete caisson/barge unit that was built by Concrete Technology in Tacoma, Washington, towed into position, then set on the bottom and filled with gravel. The as-built drawings are dated 1989. It has a 200-foot-long face and is 40 feet wide. The top has a 6-foot tall by 2-foot-thick parapet at the dock face. Behind this is gravel-fill deck surface. In 1989, the current breakwater was constructed by the U.S. Army Corps of Engineers (USACE). It includes an 1,800-foot-long main breakwater and 970-foot-long detached breakwater. It provides 8 to 10 acres of harbor space with water depths of 18 to 25 feet. In 1996, the USACE deepened the entrance channel, which provided a spending beach on the lee side of the detached breakwater, underwater reefs adjacent to the main breakwater, and other improvements. A small boat harbor basin was constructed afterward, which included an inner-harbor breakwater. In 2009, seasonal floating docks were installed in the small boat harbor.

The USACE has spent significant time and resources studying, planning, designing, and constructing the breakwaters, entrance channel, and turning basin. The original design of the harbor was predicated on providing moorage for a fleet of 36 crab and bottom fish vessels with lengths up to 120 feet and an unladen draft of 12 feet. This also provided access for refrigerated cargo vessel lengths more than 300 feet. The current inner harbor facilities can only accommodate a fraction of this original design fleet.

Initial planning, public involvement, and conceptual design work was completed for the Proposed Project between 2020 and 2021 as part of the Saint Paul Harbor Improvements and Expansion Feasibility Study. The Saint Paul Harbor Improvements and Expansion Feasibility Study, released in August 2021, identified three broad phases of improvements for the Harbor. The proposed Project would complete one of the nine subphases under Phase 1, which focuses on upgrading and expanding existing inner harbor facilities for improved larger vessel moorage. (See Attachments).

In December 2024, the City of Saint Paul was selected for an FY24 Port Infrastructure Development Grant from the US Department of Transportation's Maritime Administration. This grant program requires that selected awardees complete all "pre-award" federal requirements prior to executing the grant agreement with MARAD. The City has been approved by MARAD to proceed with the RFP process to select a qualified firm to accomplish the following "pre-award" activities:

- Environmental Site Visit
- Design Surveying and Geotechnical
- 35% Conceptual Design with preliminary cost estimate
- Permitting
- NEPA Process
- Section 106 Process
- Section 7 – Endangered Species Act Process
- Title VI requirements

#### **IV. PROJECT BUDGET**

The hard cost budget for the Services described above is \$611,771.

#### **V. PROJECT SCHEDULE**

MARAD has provided the City no more than 24 months to complete all "pre-award" activities, beginning from date of grant award selection notification. The following is the Project schedule commencing after City and Firm execute a contract for professional services:



TASK NAME	2025						2026											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Environmental Site Visit																		
Design Surveying and Geotechnical																		
Permitting																		
NEPA																		
Section 106 & 7																		
Title VI																		
35% Design																		
Preliminary Cost Estimate																		

## VI. SCOPE OF SERVICES

The successful Firm will coordinate and work closely with City staff. The Firm shall ensure that all services provided for the Project complies with all Port Infrastructure Development Program (PIDP) grant requirements. Pursuant to this RFP, the “Services” shall consist of, and the successful Firm shall provide the following

### 1. ENVIRONMENTAL SITE VISIT

The Firm shall conduct an initial site visit to evaluate what is required for the project and meet with City personnel, affected organizations, and the public.

### 2. DESIGN SURVEYING AND GEOTECHNICAL

The Firm shall conduct onsite surveying and a geotechnical assessment of the Project site to inform the preliminary drawings, specifications, permitting and environmental portions of the project. The Firm shall:

- Design field surveying shall be sufficient for the design of the Project.
- Horizontal and vertical control for the design shall be developed from existing monumentation and benchmark datum.
- Sufficient control points for future work in project construction.
- Conduct all approved topographic and property surveys and combine with available topographic surveys to create base maps for the Project.
- Conduct all approved geotechnical investigations necessary for the construction of the Project.

### 3. 35% CONCEPTUAL DESIGN WITH PRELIMINARY COST ESTIMATE

The Firm shall prepare a 35% design for this Project to include preliminary drawings and specifications that outline the Project's scope, layout, and key components, allowing for initial cost estimates and feedback before moving to more detailed design phases. The Firm shall:

- Prepare plans and specifications based on the design review comments and local conditions. The plans shall be plan and profile type drawings, prepared according to City standards.
- Prepare project specifications to conform to federal, state, and local laws. The project specifications shall include general provisions that will be subject to review by USDOT and the City Attorney.
- Establish an overall programming timetable for setting out the future engineering activities.
- Prepare the final conceptual design, including a large format display board and electronic files, using the approved conceptual design and incorporating any approved revisions to the City to present at public meetings and meetings of the city council.

**4. PREPARATION AND SUBMISSION OF REQUIRED PERMITTING**

The Firm shall prepare and submit permitting documents, which involves detailing the purpose and need for the proposed action, considering alternatives, and assessing potential environmental impacts. Additionally, the Firm will draft a USACE Individual Permit application and associated drawings for the City to review.

**5. PREPARATION AND SUBMISSION OF NEPA DOCUMENTS**

The Firm shall prepare and submit NEPA documents in accordance with grant requirements for the purpose and the proposed Project actions, considering alternatives, and assessing potential environmental impacts. Additionally, the Firm will involve the public and consult with relevant organizations and agencies regarding the Area of Potential Effect. (APE)

**6. PREPARATION AND SUBMISSION OF SECTION 106 DOCUMENTS**

The Firm shall prepare and submit Section 106 documents in accordance with grant requirements for the purpose of determining if the Project may affect historic properties. Additionally, the Firm shall notify consulting parties and gathering necessary documentation for the review process as well as gather public input before making final decisions.

**7. PREPARATION AND SUBMISSION OF SECTION 7 – ENDANGERED SPECIES ACT DOCUMENTS**

The Firm shall prepare and submit Section 7 documents in accordance with grant requirements for the purpose of determining if the Project may affect endangered species in the Project location. Specifically, the Firm shall consult with NOAA, USFWS, and ADFG. Additionally, the Firm shall notify consulting parties and gathering necessary documentation for the review process as well as gather public input before making final decisions.

**8. PREPARATION AND SUBMISSION OF TITLE VI DOCUMENTS**

The Firm shall prepare and submit Title VI documents in accordance with grant requirements for purpose understanding the prohibition of discrimination based on race,

color, or national origin relation to the Project to ensure that all recipients of funding from this Project are aware of their responsibilities and establishing procedures for filing complaints.

#### **9. PUBLIC INVOLVEMENT**

The Firm will assist in coordinating with appropriate federal, state, and local government agencies, and with the public including special interest groups and organizations that potentially could be affected by the proposed project. The Firm will be requested to work with other entities and community representatives to discuss the dock concepts to ensure community needs are met along with the needs of current facility users. The Firm will coordinate public and agency coordination and participation tasks with assistance from City staff. The Firm will attend meetings with stakeholders for both design and environmental purposes.

### **VII. REQUEST FOR PROPOSAL CONTENT**

The requested proposals shall be prepared on the Firm's stationery and shall include the following items as minimal information for consideration by the City of Saint Paul:

1. Name and address of engineering Firm submitting the proposal.
2. Description of the Firm's engineering, environmental, permitting and construction administrative services and abilities that relate directly to this Project. Provide examples of any prior design projects.
3. Number of years Firm has been in business.
4. Number of full-time employees employed by the Firm.
5. Project work plan and methodology.
6. Identify the Firm's staff that will be assigned to this project, description of their capabilities and experience, and a description of the project team's organization. The Firm must have demonstrated experience in the following:

Pile-supported fixed structures, specifically berthing dolphins in Alaska's marine environment.

- Energy absorbing fender structures.
  - Driven piles, rock sockets, and grouted tension anchor systems for steel pile foundations.
  - Geotechnical field investigations.
  - Topographic and bathymetric surveying.
  - Meta ocean analysis to determine wave heights at the facilities and forces against the structures.
  - Wave attenuation.
  - Technical assistance to support the environmental review and permitting efforts including preparation of an Environmental Assessment.
7. Include resumes of the Firm and project team members.

8. Provide a timeline for completing the project meeting the requirements of this RFP.
9. Provide references from clients for whom the Firm has provided similar work. Specifically, provide three (3) business references of clients and/or individuals related to similar or remote projects. For each reference, include the person's name, telephone number, email address and nature of reference or relationship. By submitting a reference, each firm consents to and understands that the City will contact any listed reference and thereby waives and releases the City from all claims and liabilities arising out of such contact, to the extent permitted by law.
10. Identify the firms and/or consultants that will provide subcontract services for the project.
11. Other applicable professional license numbers, classifications and expiration dates held by the Firm that are applicable to this Project
12. The respondent can also include a description of the Firm's unique advantages and capabilities that differentiate it from other.
13. The proposal shall include a detailed budget of all services provided as required by this RFP. The fee for services must be a fixed price.

#### **VIII. REQUEST FOR PROPOSAL SCHEUDLE**

Release of RFP	June 30, 2025
Questions & Clarification Deadline	July 21, 2025
Proposals Due	July 31, 2025 by 3:00pm
Review & Selection of Firm	August 7, 2025
Negotiation of Contract	August 31, 2025

## IX. SELECTION CRITERIA

The City is seeking a qualified Firm with design experience and working knowledge of marine development and offshore structures in Alaskan coastal locations. The ideal consultant would be well versed with barge infrastructure and associated operational needs.

The Firm must have demonstrated experience in the following:

- Pile-supported fixed and floating structures in Alaska’s marine environment including driven pile restraints and energy absorbing fender structures.
- Driven piles, rock sockets, and grouted tension anchor systems for steel pile foundations.
- Reinforced concrete and steel structures.
- Offshore embankments and associated rock slope protection in marine environments.
- Geotechnical field investigations.
- Topographic and bathymetric surveying.
- Meta ocean analysis to determine wave heights at the facilities and forces against the structures.
- Wave attenuation.
- Electrical systems in a marine environment.
- Technical assistance to support the environmental review and permitting efforts including preparation of an Environmental Assessment.

Proposals should address expertise and experience to accomplish the full scope of services. Proposals will be reviewed for completeness and qualifications. Final selection of a Firm for contract negotiations will be made based on the following criteria:

Criteria	Scoring
Experience, qualifications, and ability to perform the Project meeting these requirements, specifically remote Alaska, Bering Sea, and/or Saint Paul Island work.	Maximum score <u>35</u> points
Firm ’s scope of work methodology and work plan.	maximum score <u>25</u> points
Firm ’s performance on other similar projects particularly quality of work, content, budget control, cooperativeness, and responsiveness.	maximum score <u>20</u> points
Project management, including project schedule.	maximum score <u>10</u> points
Proposed fee for all Services.	maximum score <u>10</u> points

The final contract for these Services shall be awarded only after negotiations with the selected Firm to establish a fair and reasonable price.

The City actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans.

## **X. TERMS AND CONDITIONS**

The following terms and conditions apply to all proposals:

1. Reservation of Rights. The City reserves the right to reject all proposals submitted; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of services; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, all RFP project elements, requirements and schedules are subject to change and modification. The City also reserves the unqualified right to modify, suspend, or terminate at its sole discretion all aspects of this RFP process, to obtain further information from all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit the City to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of the City as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold the City, and all of their various agents, council members, consultants, attorneys, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.
6. Professional Licenses and Certifications. To be qualified to participate in the RFP process, a Firm must possess all appropriate license(s) and certification(s) necessary to legally design the Project and submit evidence of having such license(s) and certifications with its response to this RFP. Alaska professional engineering licenses will be required, for all Civil, Electrical and Mechanical Engineering performed.
7. Assignment. The successful FIRM will not assign, transfer, or convey any interest in this RFP process, the RFP process, or any contract that may result therefrom, and any such attempt shall be null, void, and of no effect. The successful Firm shall be solely responsible

for the satisfactory work performance of all personnel engaged in performing the required work, including Firm's authorized subcontractors and subconsultants. All work shall be performed by the successful Firm or under the Firm's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law to perform such services. The successful Firm shall be responsible for payment of all employees' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By submitting a response to this RFP, the Firm certifies that it is aware of all provisions of Alaska Labor Code and agrees to comply with such provisions during this RFP process, the RFP process if successful, and before commencing performance of any work pursuant to a contract, if one is awarded.

8. Equal Opportunity. The City requires all proposers to comply with equal opportunity policies. Contracts are open to all persons without regard to race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award, or political affiliation.
9. Safety. To be qualified, the Firm must have an "acceptable safety record", including no record of errors and omissions claims, have not been a party to any class action suits relating to design of projects of this type, and not been held liable in any lawsuits relating to similar design services. The City reserves the right to request proof of no claims from insurance providers and to search public databases for claims or other judgements. By submitting a response to this RFP, the respondent certifies that there are no outstanding, pending, or past claims or judgements. Failure to disclose any claims or other issues will be grounds for disqualification.
10. Funding Agency Requirements. This Project is grant-funded by the PIDP and as such, the selected bid, which results in a professional services agreement (PSA) between the selected Firm and the City, will require the following conditions in the agreement:
11. The selected Firm agrees to supervise any required subsurface explorations such as boring and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the selected Firm or by others paid by the City.
12. The Firm agrees to submit a report not less frequently than monthly to the City covering the general progress of the job and describing any problems or factors contributing to delay.
  - a. The executed PSA has been reviewed by the City's attorney.

## **XI. QUESTIONS AND CLARIFICATIONS**

All questions or clarification requests must be received in writing via email by the City project manager no later than the due date and time indicated in the above Project Schedule. Answers and/or clarifications deemed of sufficient importance to the implementation of this RFP will be provided in the form of an Addendum and will be posted on the City's website & The Plans Room in accordance with the above Project Schedule.

From the issuance date of this RFP until a Firm is selected, firms are not permitted to communicate with any City staff or partnering stakeholder officials regarding this

procurement, except as provided above, other than during interviews, demonstrations, and/or site visits, except at the direction of Phillip A. Zavadil, City Manager.

## **XII. REQUESTED SUBMITTAL**

To be considered, proposals must be received via email no later than Thursday, July 31, 2025, at 3:00 PM Alaska Time.

Electronic proposals should be in a single PDF format and sent by email to [dmaschner@stpaulak.com](mailto:dmaschner@stpaulak.com).

If you have any questions concerning this request, please contact Dean Maschner, City Project Manager at 907-404-5021 or [dmaschner@stpaulak.com](mailto:dmaschner@stpaulak.com). Thank you for taking the time to respond to this request.



# CITY SOUTH DOCK RENOVATIONS AND NEW BERTHING DOLPHINS PROJECT

**Saint Paul Island, Alaska**



U.S. Department of Transportation  
Maritime Administration  
FY2024 Port Infrastructure Development Program

## PROJECT NARRATIVE

**CONTACT:**

Phillip Zavadil, City Manager  
PO Box 950  
Saint Paul Island, AK 99660-0901  
Office 907.341.3994  
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## INTRODUCTORY INFORMATION

Field Name	Response
Name of lead applicant	City of Saint Paul, Alaska
Is the applicant applying as a lead applicant with any joint applicants?	No
Does the applicant or joint applicant own the property where the grant-funded improvements will occur?	Yes
Is the applicant seeking funding under the small project at a small port set-aside?	Yes
Project name	City South Dock Renovations and New Berthing Dolphins Project
Project description	The Project will renovate the City South Dock by 1) replacing the used vehicle tires on the side of the dock with modern, energy-absorbing fenders, 2) replacing and upgrading the broken, missing, and substandard bull rails, ladders, and cleats, 3) adding three, 80-ton bollards for large vessel mooring, and 4) installing fire extinguishers and life rings. The Project will then install five new side-tie berthing dolphins with energy-absorbing fenders connected by a continuous catwalk to increase the effective mooring length of the City South Dock. In addition to Construction, the Project includes design, engineering, and environmental review/NEPA process.
Is this a planning project?	Not exclusively; it is both planning and construction.
Is this a project at a coastal, Great Lakes, or inland river port?	Yes - Coastal port
Is this project located in a noncontiguous State or U.S. territory?	Yes - Alaska
Geographic Coordinates (in Latitude and Longitude format)	Latitude 57.126579, Longitude -170.286426
Is this project in an urban or rural area?	Rural
Project Zip Code	99660
Is the project located in a Historically Disadvantaged Community?	Yes. Saint Paul Island is "Partially Disadvantaged." The US Department of Treasury has formally designated the Aleutians West Census Area as an Opportunity Zone. Saint Paul Island is a federally recognized Alaska Native Village Statistical Area.
Has the same project been previously submitted for PIDP funding?	Yes. PIDP FY 2023, FY2022, FY2021
Is the applicant applying for other Federal discretionary grant programs (managed by DOT or a separate agency) in 2024 for the same work or related scopes of work?	Yes. Applicant applied to USDOT RAISE in FY 2024 for only the planning component of this PIDP project.
Has the applicant previously received DOT funding for the same work or related scope of work?	No
Has the applicant previously received TIGER, BUILD, RAISE, FASTLANE, INFRA, USMHP, or PIDP funding?	No
PIDP Grant Amount Requested	\$11,025,215
Total Project Cost	\$11,728,952
Total Federal Funding	\$11,025,215
Total Non-Federal Funding	\$703,737
Will the applicant be seeking approval to expend funds prior to grant agreement execution?	Yes
Will RRIF or TIFIA funds be used as part of the project financing?	No
Does the applicant use LOGINK or a similar logistics platform provided or sponsored by the People's Republic of China or Chinese state-affiliated entities?	No



## I. PROJECT DESCRIPTION

The City of Saint Paul is requesting \$11,025,215 in FY24 Port Infrastructure Development Program (PIDP) **Small Project/Small Port** grant funding for the City South Dock Renovations and New Berthing Dolphins Project (“Project”).

In many U.S. communities, this would be an amenity Project. But for Saint Paul Island, the City South Dock Renovations and New Berthing Dolphins Project is a life and safety necessity Project for a fishing community that is 750 miles by air to Anchorage and the Alaska mainland, has no roadway connections to the mainland, and relies on barge to bring food, fuel, and essential supplies once every 6-8 weeks. Failing to address the serious safety problems at the City South Dock puts the entire community at risk.

The Saint Paul Harbor supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. The wellbeing of all Saint Paul Island residents depends on keeping the consistently working Saint Paul Harbor in a state of good repair. The proposed Project will strengthen harbor infrastructure and services to create and maintain a healthy foundation for residents and businesses to thrive. The economic benefit of a consistently functioning port will ensure the Saint Paul Island community is able to maintain and increase jobs supported by the fishing industry.

The City is currently purchasing gasoline and diesel from Vitus Marine, which is received via barge delivery only two times each year. The City of Saint Paul is the sole service provider for all gasoline, diesel, marine diesel, and heating fuel on Saint Paul Island. Residents of Saint Paul Island rely upon heating fuel for their homes. At this extremely minimal level of fuel delivery service, the inability or inaccessibility for the barge to safely moor at the City South Dock is a risk that could prove detrimental to the health and safety of the community. Saint Paul Island has a sub-arctic maritime climate, characterized by persistently overcast skies, high winds, and frequent cyclonic storms. Storms occur most frequently from October to April, often accompanied by gale-force winds to produce blizzard conditions. Going without fuel to heat a home in the harsh environment of the Pribilof Islands in the Bering Sea can be dangerous to health and safety, if not fatal during the coldest months of the year. Without gasoline and diesel fuel, vehicles, snowmachines, and ATV’s used for subsistence hunting cannot be operated by the community members who rely on them for reaching the hunting grounds.



Figure 1: Saint Paul Island Harbor and City

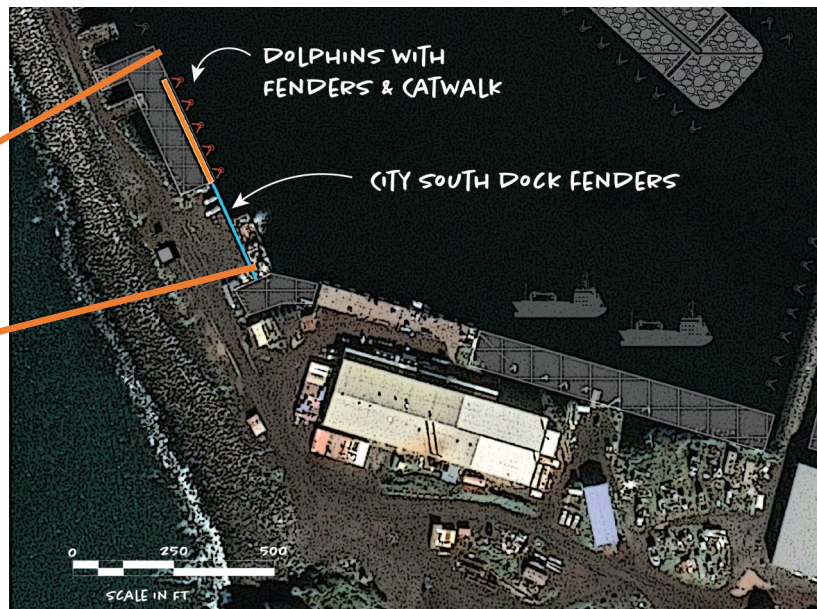
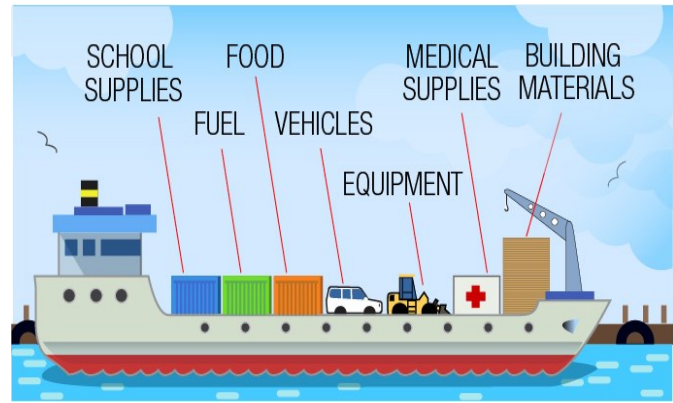


Figure 2: Project Overview

Barges and freighters bring other needed supplies to the island as well, including non-perishable food, critical supplies and materials for home and business repairs, medical supplies for the clinic, books and materials for the school, to name a few. At 200 feet long, the City South Dock is shorter than the 285-foot-long cargo barges that routinely use it. With inappropriately sized and inadequate dock capacity to receive the barges and freighters, the remote community of Saint Paul suffers dramatically.



The cost of goods in Alaska is very high due to a high dependence on goods imported from other states and countries, a high dependence on air cargo (one of the most expensive forms of freight transportation), and long supply chain distances within the state. By improving the harbor infrastructure to increase the quantity and reliability of deliveries of goods to Saint Paul Island by shipment through marine transportation, services would be significantly expanded at a lower price point because of the completion of this Project.

### **Statement Of Work**

The City South Dock has an inadequate fendering system, consisting of used vehicle tires that have been hung on chains down the face of the dock. This is not uncommon in remote Alaska commercial fishing support facilities; however, rubber tires are not engineered to be used in a modern marine fender system. There are no published values for the amount of kinetic energy they can absorb nor the reaction they will produce under berthing loads. There are ladders on the face of the dock that have been smashed nearly flat by vessel impact.

There is a fuel header that the City maintains at this dock. Due to the adverse wave environment within the Harbor, existing bollards and cleats are insufficient for the mooring loads. Several concrete-block deadmen chain anchors have been added to the dock for enhanced mooring line capacity. There are a pair of winches and fairleads, one at each end to aid in mooring the Alaska Marine Lines (commercial freight transport) barge at the dock. The hull of the dock is in fair condition.

### **Current Design Status**

In 2020, the City received an EDA Technical Assistance Grant to conduct the Saint Paul Harbor Improvement and Expansion Feasibility Study. The purpose of the project was to outline alternatives, options, phases and costs to replace, upgrade and expand the community's harbor to meet current and future needs. A site visit was conducted in June 2021 to inventory the existing moorage facilities and found there is inadequate moorage space for the larger commercial fishing vessels and that the existing moorage for larger vessels is in poor condition, particularly regarding the fenders and mooring capacity. The Feasibility Study completed in August 2021 (*Attachment A*) outlined three broad phases of improvements and expansion of Saint Paul Harbor. The proposed Project is a component of Phase 1: Upgrade and expand existing inner harbor facilities for improved larger vessel moorage.



*Figure 3: Bollards & Bull Rails on the City South Dock*



Engineer's conceptual designs and cost estimates for the Project were also completed as a part of the Feasibility Study.

### **Project Scope of Work**

Funding from a FY24 PIDP grant will allow the City to address these urgent needs at the City South Dock. This funding request includes design, engineering, environmental review, and construction of the Project:

- Design & Engineering
- Environmental review and permitting
- Construction
  - ⇒ Renovate the City South Dock: Replacing the used vehicle tires currently being used as fenders with modern, energy-absorbing fenders. Replacing and upgrading the broken, missing, and substandard bull rails, ladders, and cleats. Adding three, 80-ton bollards for large vessel mooring. Installing fire extinguishers and life rings.
  - ⇒ Install new berthing dolphins: Installing five, side-tie berthing dolphins with energy-absorbing fenders connected by a continuous catwalk to increase the effective mooring length of the City South Dock.

### **Transportation Challenges Addressed By the Project**

#### **1) Inadequate Moorage Capacity**

The City South Dock is the main dock for cargo and fuel barges. A significant operational constraint is the lack of moorage space. At 200 feet long, the City South Dock is shorter than the 285-foot-long cargo barges that routinely use it. Inadequate moorage capacity reduces the number of vessels that can safely moor. Vessels are not permitted to moor in the harbor other than at a dock or mooring facility. The current mooring capacity falls short of demand for several months during the year, primarily during peak fishing seasons. When the seafood processing plant is receiving crab in Saint Paul Harbor, it is important for them to move unloaded vessels away from the dock to begin the next unloading process; however, fishing regulations state that a vessel may not leave the harbor until the fish ticket for a delivery is finalized. During the snow crab fishery, in the season of worst weather conditions, this results in vessels moored to the City dock waiting for their fish ticket and regulatory permission to depart. Such actions compound the problems associated with what is a heavy-demand time for moorage space. Vessels often must jockey for position at the dock and, since they cannot stay in the harbor if not moored, some must exit and re-enter for fuel, unloading, or other services.

#### **2) Inadequate Moorage Infrastructure**

The City South Dock has an inadequate tire fender system, inadequate cleats, broken or missing bull rails, and damaged or missing ladders. Users report that the wave climate in the harbor is routinely very bad, and mooring lines regularly snap while at berth. The timber bull rails are severely deteriorated or missing altogether. The current fenders are used truck tires scavenged from the city dump that have been chained to the outside of the dock. All access ladders are smashed flat from vessel impacts. Mooring cleats are insufficient in number and spacing for mooring. Some of the cleats have been torn from the dock or bent. The cleats are also improperly



*Figure 4: Tug Malolo pushing barge to City South Dock*

sized and located for either fishing vessels or larger vessels. The smaller vessels' lines tend to pull horizontally and need cleats closer together, while the larger vessels pull from a steeper angle and need cleats spaced further apart. Also missing on the south dock are mooring bollards to hold vessels, especially larger ones, in rough weather. Wave surges in the harbor basin combined with strong winds often result in vessels being slammed against mooring infrastructure. During winter, ice sometimes forms or washes inside the harbor. It is common for the ice to become wedged between a vessel and the dock. The presence of the ice and inadequate fenders preclude the vessel from being able to moor tightly against the dock. The result is that the vessel slams against the dock when driven by winds and wave surges. The deteriorated state of the City South Dock increases the risk of damage to vessels using the facility and increases the risk of injury to crewmembers onboard vessels or on the dock.

### 3) The need for a harbor of refuge for the Bering Sea fleet

The primary traffic in Saint Paul Harbor consists of Bering Sea commercial fishing vessels. The vast majority are commercial crab harvester vessels delivering to the island's processor or visiting the harbor for emergencies, repairs, supplies, fuel, or air transport. They range in length primarily from 85 to 125 feet or longer. Between 70 and 100 such crab vessels fish in the waters surrounding Saint Paul Island annually varying in number by the level of crab allowable harvest. In addition, a like number of similar sized non-lo-cal harvesting vessels catch fish in the surrounding waters. These vessels do not normally visit Saint Paul Island unless for emergencies, repairs, supplies, fuel, or air transport. As such, it is important for these vessels to be able to reliably enter and moor at Saint Paul Harbor.

### How this Project Addresses These Transportation Challenges

For safe moorage, vessels must be able to tie securely to the mooring facility, have safe access to shore for personnel and equipment, and be able to stay securely moored when weather conditions deteriorate. This Project will add five new mooring dolphins with fenders and continuous catwalks. The dolphins will be aligned with the south dock essentially providing an extension of the dock with sturdy, secure mooring. Set on 50' intervals, the dolphins will provide additional safe moorage of 250', enough length for at least two more vessels in rough weather. This additional moorage would relieve a significant amount of the congestion in the harbor that occurs during the winter snow crab fishery. The increased moorage availability from the dolphins will greatly increase safety by allowing vessels to wait at the dock for needed repairs or services, provide safe harbor to more vessels during rough weather, and reduce stress and accident probabilities on the fleet from repetitive and dangerous vessel movements. Increasing the mooring capacity by adding five dolphins allows more vessels to hotel at the dock or dolphin, which produces lower greenhouse gas emissions than vessels jogging outside the harbor while waiting for available mooring space, thus contributing to environmental benefits.

### Project History and Broader Context

The City South Dock is a concrete caisson/barge unit that was built by Concrete Technology in Tacoma, Washington, towed into position, then set on the bottom and filled with gravel. The as-built drawings are dated 1989. It has a 200-foot-long face and is 40 feet wide. The top has a 6-foot tall by 2-foot-thick parapet at the dock face. Behind this is gravel-fill deck surface. In 1989, the current breakwater was constructed by the U.S. Army Corps of Engineers (USACE). It includes an 1,800-foot-long main breakwater and 970-foot-long detached breakwater. It provides 8 to 10 acres of harbor space with water depths of 18 to 25 feet. In 1996, the USACE deepened the entrance channel,

To summarize, the Project:

- ⇒ Reduces future damage to vessels and harbor infrastructure
- ⇒ Reduces travel and waiting costs for vessels through increased moorage
- ⇒ Reduces injury risks at mooring
- ⇒ Reduces damage and injury risks from increased moorage
- ⇒ Reduces greenhouse gas emissions

which provided a spending beach on the lee side of the detached breakwater, underwater reefs adjacent to the main breakwater, and other improvements. A small boat harbor basin was constructed afterward, which included an inner-harbor breakwater. In 2009, seasonal floating docks were installed in the small boat harbor.

The USACE has spent significant time and resources studying, planning, designing, and constructing the breakwaters, entrance channel, and turning basin. The original design of the harbor was predicated on providing moorage for a fleet of 36 crab and bottom fish vessels with lengths up to 120 feet and an unladen draft of 12 feet. This also provided access for refrigerated cargo vessel lengths more than 300 feet. The current inner harbor facilities can only accommodate a fraction of this original design fleet.

Initial planning, public involvement, and conceptual design work was completed for the Proposed Project between 2020 and 2021 as part of the Saint Paul Harbor Improvements and Expansion Feasibility Study (*Attachment A*). In 2019, the City of Saint Paul was awarded an EDA Economic Adjustment Assistance grant to complete a feasibility study to address current and longer-term needs at Saint Paul Harbor and inform the City's Capital Improvement Plan update. From the beginning, the Project team engaged the community and industry stakeholders to capture community needs and priorities. The team also coordinated with operators, coastal engineers, and the USACE to ensure technical input had been captured and reflected in preliminary concept plans. Based on stakeholder input and feedback, the Project team updated the study concepts, clarified cost estimates, and outlined pros and cons of the various alternatives. In support of the study, a site visit was conducted in June 2021 to inventory the existing moorage facilities. The Saint Paul Harbor Improvements and Expansion Feasibility Study was released in August 2021 which identified three broad phases of improvements for the Harbor. The proposed Project would complete one of the nine subphases under Phase 1, which focuses on upgrading and expanding existing inner harbor facilities for improved larger vessel moorage.

#### Applicant Authority and Intentions

The sole applicant, the City of Saint Paul, has the authority to plan, construct, own, operate, and maintain the grant-funded project. The Project does not include any subrecipients or joint applicants. The proposed Project does not include dredging.

## II. PROJECT LOCATION

<i>Is the project located in a rural or urban area?</i>	<b>Rural</b>
<i>Is the project at a coastal, Great Lakes, or inland river port?</i>	<b>Yes - Coastal port</b>
<i>Is the project a small project at a small port?</i>	<b>Yes</b>
<i>Is the project located in an HDC?</i>	<b>Yes – Aleutians West Census Tract 02016000100</b>

#### The Southwest Alaska Region

Southwest Alaska is a large region with a small, dispersed population. Located in the geostrategic location of the North Pacific between Asia, North America and the Arctic, air and marine super-highways direct the flow of commercial aircraft and vessels moving goods, services and people through Southwest Alaska to every major region of the world. Six airlines pass through airspace in the region daily. Roughly 4,443 vessels transit between Asia and America on an annual basis, and as the Arctic opens, traffic through the Bering Sea has reached a high of 484 vessels, up 123% from 2008-2012. Southwest Alaska supports one of the richest fisheries ecosystems in the world. Six of the top ten fishing ports, by value, are in Southwest Alaska. Strategically located ports capable of supporting harvesting and processing of fisheries resources are spread across the region, and Saint Paul Island is one of them.





Figure 5: Saint Paul Island location in Alaska

### The Pribilof Islands

The Saint Paul Harbor and the Project location is on a narrow peninsula on the southern tip of Saint Paul Island, the largest of the five Pribilof Islands located in the Bering Sea of Alaska. The extremely remote and rural Saint Paul Island is 47 miles north of the nearest other inhabited Saint George Island, 240 miles north of the Aleutian Islands, 300 miles west of the Alaska mainland, and 750 miles west of Anchorage. The Pribilof Islands are situated on important migration routes for nearly all fish, birds and mammals that populate the rich Bering Sea.

### Saint Paul Island

The Project is in a Disadvantaged Community. Saint Paul Island is a federally recognized Alaska Native Village Statistical Area. The Project is located on Tribal Land and in a Qualified Opportunity Zone. The many years of colonialism by the Russian and then the United States governments until the mid-20th century contributed to this island community being disadvantaged. Eighty-four percent (84%) of Saint Paul Island's population is Alaskan Native (Tribal), predominantly Unangan (Aleut). The first full time residents of Saint Paul Island were Unangan slaves brought by Russian colonists in 1788 to harvest fur seals and protect the rookeries. For over 200 years, the community's economy was centered on harvesting fur seals, first under Russian dominance and later under the control of the U.S. Federal Government. Until 1950, and in some cases beyond, liberties of travel, assembly, education, and occupation were restricted by the federal government. The Fur Seal Act of 1966 finally established rights for Saint Paul Island residents taken for granted elsewhere in the nation. The land, which was owned by the federal government, was finally transferred to the community at that time, allowing Saint Paul Island residents to own their own homes. It was not until 1981 that local harvesting of halibut was permitted to begin.

Over the past three decades, U.S. fisheries resources in the Bering Sea have been managed by the National Marine Fisheries Service (NMFS) to give preferential access and harvest rights to recognized Native Alaskan communities along the Bering Sea coast. Saint Paul Island is one such community. This preferential access has occurred through allocation of 10% of all harvest rights (and if applicable, co-joined processing rights) for all species to these communities through the Western Alaska Community Development Quota (CDQ) Program. An additional effort to provide economic stability in these isolated, Indigenous communities led to crab processing rights being geographically specified to require processing in the Pribilof Islands area. These regional percentages consist of more than 2% of red king crab and over 46% of snow crab allowable harvests. Together with CDQ allocations, **the result is that about half of all snow crab harvested in the U.S. is processed in Saint Paul**, along with other crab and halibut.



Figure 6: Saint Paul Island



Figure 7: Saint Paul Island Harbor. Credit Aaron Lestenkof

### Saint Paul Harbor

Saint Paul Harbor consists of the main harbor and a small boat harbor. In the main harbor there is the main breakwater and a detached breakwater, the City South and North Docks and Piers, a Harbormaster Office, a barge off-loading area, and a dock and processing plant that is leased to Trident Seafoods. Saint Paul Island is home to the largest crab processing facility in the world, processing 500,000 pounds of crab daily and employing up to 400 workers in peak season.

Saint Paul Harbor consists of an outer breakwater and additional wave barrier protecting a three-part moorage basin. Immediately behind the breakwater is the large vessel mooring infrastructure, City South Dock, described in this Project, at Latitude 57.126579, Longitude -170.286426.

#### **According to the EPA's Climate and Economic Justice Screening Tool, Saint Paul Island has:**

**Limited broadband access  
(80-90<sup>th</sup> percentile)**

**High population without health insurance  
(90-100<sup>th</sup> percentile)**

**Low income and low access to food  
("is a food desert")**

**Low life expectancy  
(70-80<sup>th</sup> percentile)**

#### **According to the USDOT's Equitable Transportation Community Explorer tool, Saint Paul Island, Alaska has:**

***An 82% probability of experiencing extreme weather changes***

***91% of residents with mental health issues***

***96% of residents with high blood pressure***

***85% of residents with asthma***

***98% without health, property, or vehicle insurance***

***77% living with disabilities***

## **III. GRANT FUNDS, SOURCES, AND USES OF FUNDS**

The City of Saint Paul has had a professional consulting firm evaluate the Project, producing the following budget assumptions and a rough order of magnitude cost estimates. The budget dollars are 2024. As part of its project management, the City has included additional amounts to ensure public participation, an equity assessment, workforce development, and diversity, equity, and inclusion engagement.

### Satisfaction of Cost-Share

The City of Saint Paul is able to contribute a non-federal cost share of 6%. As a rural community and a "small project at a small port," the City of Saint Paul requests a waiver to the 80% maximum federal share, and further requests 94% federal share of the proposed Project.

Funding Source	Funding Amount	Total Funding
PIDP Requested Funds:	\$11,025,215	\$11,025,215
Other Federal Funds:	\$0	\$0
Non-Federal Funds (Applicant match):	\$703,737	\$703,737
<b>Total Project Cost:</b>	<b>\$11,728,952</b>	<b>\$11,728,952</b>

#### Supporting Documentation of Non-Federal Cost-Share

The Council of the City of Saint Paul authorized the City Manager to plan, apply for funding, construct, operate, and maintain the grant-funded proposed Project. The Council of the City of Saint Paul approved a resolution in support of providing the applicant cost-share (*Attachment D*).

#### Any Pre-Obligation Requests

If selected as a recipient of FY24 PIDP funding, and should the Secretary of Transportation elect to increase the Federal share of costs above 80 percent due to the Project being located in a rural area and meeting the “small project at a small port” definition, the City intends to request approval from MARAD to allow for pre-construction expenses incurred between time of MARAD announcement of project selections and obligation of funding date.

#### Budget Narrative Description

No previously completed components are included in the Project budget. The Project is in only one census tract. This funding request includes design, engineering, environmental review, and construction of the Project:

- Design & Engineering
- Environmental review and permitting
- Construction
  - ⇒ Renovate the City South Dock: Replacing the used vehicle tires currently being used as fenders with modern, energy-absorbing fenders. Replacing and upgrading the broken, missing, and substandard bull rails, ladders, and cleats. Adding three, 80-ton bollards for large vessel mooring. Installing fire extinguishers and life rings.
  - ⇒ Install new berthing dolphins: Installing five, side-tie berthing dolphins with energy-absorbing fenders connected by a continuous catwalk to increase the effective mooring length of the City South Dock.

#### Cost Overrun Plan

The City has established procedures to prevent and address potential cost overruns of the Project. We understand that one of the best ways to stop cost overruns is to plan against them before executing stay within budget. When planning the project, our staff and consultants considered all possible scenarios and used historical data, interviews with consultants, and experience. We considered the volatile nature of the current inflation situation, supply and demand of materials and rising costs of shipping and freight. To compensate, a contingency of 15% has been included in the Project budget. When considering contracts with new entities, the City performs background checks and conducts reference calls. All attempts to avoid cost overruns will be employed to maintain the project’s budget. If it is discovered that a cost overrun may be imminent, a strategic response will be determined which may include allocation of City resources, seeking loan and/or grant funding, or other measures as deemed suitable in the best interest of the City and the project’s successful completion.



### Letters of Support

Letters of support for the proposed Project (*Attachment C*) were received from members of the Harbor Planning Team and Industry Stakeholders as well as private organizations who most frequently utilize the infrastructure proposed in the Project: The Alaska Congressional Delegation, State of Alaska Department of Transportation, Central Bering Sea Fisherman's Association, Aleut Community of Saint Paul Tribal Government, Tanadgusix Corporation (TDX), Vitus Marine, Lynden Transport/Alaska Marine Lines, Aleutian Pribilof Islands Association, and the Alaska

## IV. MERIT CRITERIA

### 1. ACHIEVING SAFETY, EFFICIENCY, OR RELIABILITY IMPROVEMENTS

The Project will focus on improving the existing Saint Paul Harbor infrastructure to increase safety, efficiency and reliability for the public, harbor facility employees, fishermen and vessel operators, processing plant employees, heavy equipment operators, and overall harbor operations. These improvements are projected to increase safe docking capacity and significantly reduce the risk of injury.

Saint Paul Island is regularly exposed to storms of hurricane-force strength. Wave surges in the harbor basin combined with strong winds result in vessels being slammed against mooring infrastructure. Existing inadequate mooring infrastructure creates safety risks while vessels are moored. Numerous mooring lines snap each year, and dock cleats are sometimes damaged or pulled out. Mooring lines snapping can hurt those either on the dock or onboard a vessel, including eye injuries, muscle damage, broken or fractured bones, head and traumatic brain injuries, paralysis, and loss of life. When mooring lines snap, vessel crewmembers must immediately adjust tension on the remaining lines and set more lines to compensate for those lost. Often, this means a crewmember must jump from the ship to the dock to secure the line.

This unsafe activity is often necessary during winter months with cold, rainy and/or snowy and icy conditions that are inherently dangerous for persons working on and around vessels and docks. Saint Paul Island's remote location further complicates safety risks. There are no hospitals or trauma centers on the island, only a medical clinic which has limited primary care capabilities. Anyone sustaining serious injuries must be flown nearly 750 miles to Anchorage. Poor weather conditions on the island can delay medevac flights for days at a time, allowing injuries to worsen.

The City South Dock, a core transportation asset, requires replacement and modern upgrades to correct deficiencies identified in the City's Capital Improvement Plan as well as the Saint Paul Harbor Improvements and Expansion Feasibility Study. City South Dock has inadequate bull rails, mooring cleats, bollards, access ladders, and fenders. The timber bull rails are in very poor condition or missing altogether. The current fenders are used truck tires scavenged from the city dump that have been chained to the outside of the dock. All access ladders are smashed flat from vessel impacts. The cleats are improperly sized and located for either fishing vessels or larger vessels. The smaller vessels' lines tend to pull horizontally and

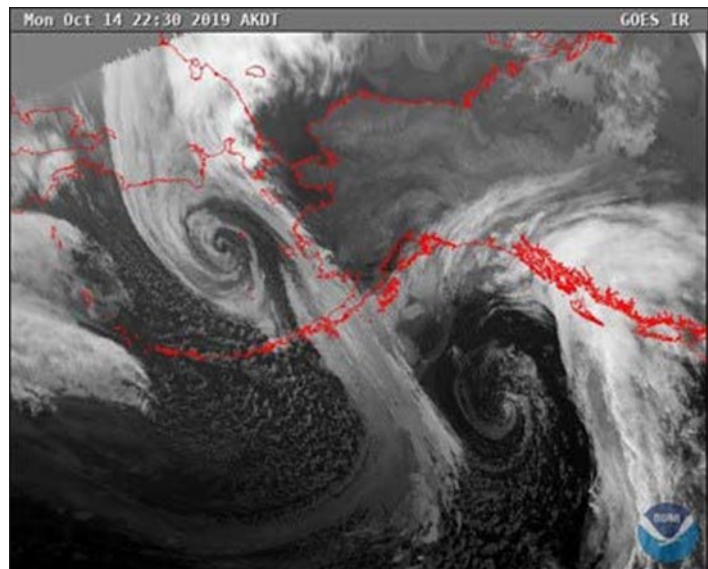


Figure 8: Typhoon that caused damage to Saint Paul Island in 2019

the larger vessels pull from a steeper angle and need cleats spaced further apart. Also missing on the South Dock are mooring bollards to hold vessels, especially larger ones, in rough weather. The existing cleats are inadequate for larger vessels in rough weather. Cleats are used to secure mooring lines that keep vessels in place at the docks. In rough weather, the forces acting on the



Figure 9: City South Dock

vessels increase significantly due to strong winds, waves, and currents which can exert additional strain on the mooring lines and the cleats. Without properly functioning cleats, mooring lines come loose, leading to the vessels drifting or even colliding with other vessels and structures.

Aside from the quality of mooring facilities, inadequate moorage capacity reduces the number of vessels that can safely moor. Vessels are not permitted to moor in the harbor other than at a dock or mooring facility. When all docks are at capacity during storms, all remaining vessels must

stay out of the harbor and weather the storm. When the processor is receiving crab in Saint Paul Island, it is important to them to move unloaded vessels away from the dock to begin the next unloading process; however, fishing regulations state that a vessel may not leave the harbor until the fish ticket for a delivery is finalized. During the snow crab fishery, at the season of worst weather conditions, this results in vessels moored to the City dock waiting for their fish ticket and regulatory permission to depart. Such actions compound the problems associated with what is a heavy-demand time for moorage space. Vessels often must jockey for position at the dock and, since they cannot stay in the harbor if not moored, some must exit and re-enter for fuel, unloading, or other services.

Because of the great distance from other ports, Saint Paul Harbor is a port of refuge for fishing and crabbing vessels, U.S. Coast Guard and other government ships, tourist vessels, trans-Arctic commercial vessels, and expeditions that call on Saint Paul Island for emergencies, supplies, fuel, or air transportation. It is critical for these vessels to be able to reliably enter and moor at Saint Paul Harbor. During fishing operations, it is not uncommon for a vessel to suffer a mechanical problem and need to wait for replacement parts or repairs. In the Bering Sea, waiting for repairs is most safely accomplished while moored in the harbor. During the winter, Saint Paul Harbor is the only refuge north of Dutch Harbor—238 nautical miles—with semi-reliable air service for parts and personnel shipment; however, if a larger vessel is moored to the dock, there is usually no room for another vessel to moor for medical emergencies, repairs, transport to airport, refueling, and obtaining necessary supplies. In late 2020, it caused the F/V Ballyhoo to make the trip to Dutch Harbor with a medical emergency. There are simply not enough places to park. Lack of access contributes to the safety issues.

The Project provides solutions to these serious safety concerns, improves efficiency of the harbor, and increases reliability of the harbor operations, all of which are primary purposes of the Project.

City South Dock safety improvements include a) increasing overall safe moorage space by 250 feet—enough for two to five vessels—depending on weather; b) upgrading and repairing fenders, cleats, bull rails, and bollards to reduce current vessel and infrastructure damage and to reduce risks of injury and vessel loss.

<sup>1</sup> 2017-2021 CIP (later amended to continue through 2023, with the 2024-2028 currently in draft) [https://stpaulak.com/wp-content/uploads/2023/02/CSP\\_Capital-Improvement-Plan\\_2017-2021\\_Amended22.pdf](https://stpaulak.com/wp-content/uploads/2023/02/CSP_Capital-Improvement-Plan_2017-2021_Amended22.pdf)

- a) This Project will add five new mooring dolphins with fenders and continuous catwalks. The dolphins will be aligned with the south dock essentially providing an extension of the dock with sturdy, secure mooring. Set on 50' intervals, the dolphins will provide additional safe moorage of 250', enough length for at least two more vessels in rough weather. This additional moorage would relieve a significant amount of the congestion in the harbor that occurs during the winter snow crab fishery. Adding moorage availability will increase safety by allowing vessels to wait at the dock for needed repairs or services, provide safety to more vessels during rough weather, and reduce stress and accident probabilities on the fleet from repetitive, dangerous vessel movements, per the Sensitivity Analysis of Damage and Injury Risk Reduction for Increased Moorage discussed in the Benefit-Cost Analysis (BCA) supporting this Project (*Attachment B*). The BCA explains how the safety measures proposed by this project are expected to reduce the risk of serious injury by 70-75%.
- b) This Project improves safety by replacing the tires with modern, energy absorbing fenders at the City South Dock and new dolphins. The fenders reduce impacts of waves and wind on vessels by allowing tight mooring. The snug mooring reduces risk of injury from mooring lines snapping. The fenders also reduce ice impacts by creating a 6-foot gap from the dock, where much of the ice forms. Adding new cleats and three 80-ton bollards improves safety by creating appropriate means of tightly securing vessels to the dock or dolphins, according to their size. New bollards will allow vessels to stay in the harbor longer to complete their off-loading of fish and crab cargo with reduced accident risk.



Figure 10: Old vehicle tires and Bollards at City South Dock

#### THE PROJECT WILL:

- ◆ Protect individuals inside the port from safety risks
- ◆ Reduce fatalities and/or serious injuries related to port operations
- ◆ Incorporate specific safety improvements that have port-wide system impact
- ◆ Result in a documented increase in cargo throughput by meeting an existing, well-defined need for additional throughput capacity
- ◆ Result in enhancements that generate well-documented improvements in the dependability of cargo operations
- ◆ Remedy infrastructure deficiencies that are identified in the City's capital investment plan and that have a demonstrated impact on cargo operations

## 2. SUPPORTING ECONOMIC VITALITY AT THE REGIONAL OR NATIONAL LEVEL – SMALL PROJECTS

For over 200 years, the community's economy was centered on harvesting fur seals. This was first under Russian dominance and later under the control of the U.S. Federal Government. The Marine Mammal Protection Act of 1972 made it illegal to harvest or import marine mammals, and the economy shifted from fur sealing to commercial fishing, which is by far the dominant economic driver today. The Bering Sea is currently one of the most productive fisheries in the world, and Saint Paul is located at the epicenter of many of the Bering Sea's commercial fisheries.



Approximately half of all snow crab harvested in the United States is delivered by fishing vessels to the sole processor in Saint Paul Island. The fishery takes place from January into April, depending on allowable harvest levels and catch rates. It is primarily this activity, and past and future harvests of other crab species, that have been the impetus for the harbor.

Saint Paul Island's remote island location is a significant economic challenge. The distance results in high transportation costs, serving as a barrier to investment in the local economy. Ensuring the long-term viability of the Saint Paul Harbor transportation assets is necessary for (1) maintaining the community's vital connection to the basic goods all residents rely on and (2) connecting the Bering Sea fishing fleet to the rest of the world—the fishing industry is what connects Saint Paul Island to the global economy, and every member of the community has some level of involvement in or reliance on the fishing industry.

Improving economic competitiveness is a primary objective of the Project. The economic well-being of the whole community is tied to the Harbor's ability to generate revenue, whether through fish tax revenue, receiving cruise ships, or the direct and indirect economic impacts of all other harbor transportation activities. The Project simultaneously (1) improves the resiliency of a critical link in the community's supply chain, and (2) improves long-term economic competitiveness and resiliency through infrastructure improvements and programming that opens the harbor to more diverse economic activities.

Implementation of the Project provides increased economic competition for the entire region. Upgraded harbor facilities can facilitate increased trade and commerce not only for the island but also for neighboring communities. Improved access to maritime transportation enables businesses to import and export goods more efficiently, boosting economic activity across the entire region. Harbor improvements often create jobs not only during the construction phase but also in the long term through increased economic activity. The expansion of port facilities, marinas, and related services can generate employment opportunities for residents.



Figure 11: Mooring bollard ripped out by barge at City South Dock

#### The Project will:

- 1) Improve freight transportation mobility at, around, and through the port
- 2) Promote long-term economic growth and diversification to overcome the competitive disadvantages of the port

#### Supporting the Fishing and Seafood Industry

The Project ensures infrastructure improvements effectively support the local economy as well as the regional fishing and seafood industry. Trident Seafoods has the sole processor plant on the island and historically employs up to 300 people during the high season and 30 people during off-season. Associated with this is local employment directly supporting the harvesting and processing activities, fuel and supply sales, increased air transport activity, and the multiplier of these impacts throughout the community.

#### Economic Diversification

Harbor-area transportation improvements help implement all five goals in the Saint Paul Island Comprehensive Economic Development Strategy<sup>2</sup>.

It is reasonably clear, based on prior planning and public involvement, that renovations to the City South Dock will support the establishment of new or increased economic activity. In addition to supporting local fishing and seafood processing activity and diversify into other fisheries, opportunities to expand the presence of military (primarily U.S. Coast Guard) vessels, tourism, and marine and climate research in the area create immediate economic activity, followed by an eventual increase in supporting services (e.g. hospitality, housing, maintenance, supply). The increase in moorage availability provided through the Project is expected to lead to a 30 percent increase in vessel mooring, which could serve as a catalyst for economic growth and development in the region by stimulating various sectors and generating income opportunities. More vessels mooring implies increased activity in ports and harbors. The additional moorage availability means more docks or berths are accessible for vessels to dock simultaneously. This enables multiple vessels to load and unload cargo concurrently, increasing efficiency and reducing turnaround times. This suggests a potential increase in trade and commerce as more ships can dock to unload and load goods, facilitating more efficient trade operations.

For example, there is great interest among fisheries scientists and experts in establishing mariculture facilities on the island. In 2021, Alaska Governor Dunleavy re-established the Alaska Mariculture Task Force as a step toward reaching the goal of growing a \$100 million per year mariculture industry in 20 years. In 2022, the Alaska State Legislature passed a new law that allows permitting of production-level shellfish hatcheries. In late 2023, the City of Saint Paul submitted a grant proposal to NOAA Fisheries to conduct a feasibility study of the technical, regulatory, and financial aspects of accommodating king crab hatching and rearing as part of the ongoing effort to restore failing king crab stocks in the Bering Sea.

The U.S. Coast Guard has a Forward Operating Location, Sentinel Class Fast Response and National Security Cutters on Saint Paul Island. The Coast Guard patrols the Bering Sea waters during fishing season to provide emergency support to the fleet and enforce fishery regulations.



Figure 12: Saint Paul Island Tours

Commercial and small-scale luxury adventure cruise ships also call on Saint Paul Harbor and have shown interest in increasing not only in vessel size but frequency. Six cruise ships docked in Saint Paul Harbor in 2023, up from zero only three years ago. Seven cruise ships are expected in 2024. The great seabird colonies of the Pribilof Islands are known world-wide by professional guides, experienced naturalists, ornithologists, hunters, and photographers. Saint Paul Island also hosts the world's largest colony of northern fur seals. More than 50 percent of the entire population breeds here in the Pribilof Islands.

Outside funding for research vessels has recently increased, given the national interest in studying the effects of climate change on aquatic species in the region.

### **3. LEVERAGING FEDERAL FUNDING**

As a rural community, and a “small project at a small port,” the City of Saint Paul requests a cost share waiver from the Secretary of Transportation to increase the Federal share of costs to 94% for this application. Federal funding is essential to provide the full 100% percent of the project budget, which is a much-needed investment to this remote community in need of infrastructure to support their main source of economic livelihood. The City of Saint Paul is prepared to commit 6% local match. The Saint Paul City Council approved a resolution (*Attachment D*) authorizing the City Manager to apply for FY24 PIDP grant funding for this Project.

<sup>2</sup> 2024-2028 draft <https://www.aleut.com/wp-content/uploads/2023/12/St-Paul-CEDS-Public-Review-Draft-Dec2023.pdf>



### City of Saint Paul Investments In Saint Paul Harbor Infrastructure

Over the past four years, the City invested other funds preparing and planning the proposed Project. In 2020, the City received an EDA Technical Assistance Grant in the amount of \$120,000 to conduct the Saint Paul Harbor Improvement and Expansion Feasibility Study. The City provided \$107,923 -- a 47% local cash match -- to that project. The Feasibility Study outlined the necessary improvements, renovations, upgrades, and areas of expansion for the Saint Paul Harbor.

In 2022, the City received an EDA Economic Adjustment Assistance Grant in the amount of \$2,270,400 for the Saint Paul Small Boat Harbor Utility Expansion Project. The City provided \$567,600 -- a 20% local cash match -- for that project, which is another of the proposed phases of improvement identified in the Saint Paul Island Harbor Improvement and Expansion Feasibility Study.

The City has invested in complimentary projects supporting and protecting Saint Paul Harbor infrastructure. In 2023, the City received a grant from the State of Alaska Department of Homeland Security and Emergency Management (DHSEM) for a closed caption security TV system Harbor-wide for security enhancements. The State of Alaska DHSEM grant amount of \$134,883 is providing 89% of the project funding. The City is providing the remaining 11% as local match.

In March 2023 the City of Saint Paul, as lead applicant for a community collaboration application, was selected as a recipient of the US Department of Transportation Thriving Communities Program. Two years' technical assistance, capacity building and transportation infrastructure planning is currently being provided to the City of Saint Paul, including on this proposal.

Finally, the City has obtained both a USDA RUS Rural Electric Program loan and a USDA High Energy Cost Grant to perform grid upgrades at the Saint Paul Island power plant as well as for integration into the existing wind power system operated by TDX Power. The City recently partnered with the Aleut Community of Saint Paul Tribal Government and TDX Power on an EPA application to the Climate Pollution Reduction Grant opportunity to add three additional wind turbines and a battery energy storage system. The benefits of this project include GHG reduction, energy cost stabilization for ratepayers, and coordination of power production throughout the community, including the Harbor.

### 4. PORT RESILIENCE

The project results in positive, quantifiable impacts on the supply chain.

While some cargo arrives on the island via air, the island's small airport cannot replace the harbor's role in providing essential supplies to the full population. Most basic goods like food and fuel arrive by barge due to its cost effectiveness compared to air cargo. Even so, the costs associated with importing and distributing basic consumer goods result in consumer prices that are far above national averages, especially in Alaska's remote, low-population areas. The previously mentioned capacity and safety issues decrease the harbor's functionality, negatively impacting the supply chain.

The City of Saint Paul purchases gasoline and diesel received via barge delivery only two times per year. The City is the sole service provider for all gasoline, diesel, marine diesel, and heating fuel on Saint Paul Island. Residents of Saint Paul Island rely on heating fuel for their homes. At this extremely minimal level of fuel delivery service, the inability or inaccessibility for the barge to safely moor at the City South Dock is a risk to basic community functioning. Barges and freighters bring basic needs for survival to the community, such as non-perishable food, supplies and materials for home and business repairs, medical supplies for the clinic, books and materials for the school, vehicles, and heavy equipment, to name a few. Without reliable and safe docks to receive the barges and freighters, Saint Paul residents would suffer dramatically.



Figure 13: Saint Paul Harbor

A better harbor allows for more frequent and reliable shipments of essential goods such as food, medicine, building supplies and fuel. This ensures that residents have more affordable access to necessary supplies without delays or shortages, improving their overall standard of living. Harbor improvements will reduce friction for conducting business stemming from inadequate design or state of repair in and around the harbor area. Hindered goods movement increases the cost of imported goods and hurts affordability for residents.

The Project will advance the port's ability to withstand natural and climate-related hazards and human-caused emergencies.

The Project has and will continue to use throughout the planning and design phase, best-available climate data sets, information resources, and decision-support tools (including DOT and other federal resources) to assess the climate-related vulnerability and risk of the Project and to deploy solutions that reduce those climate change risks.

Along Saint Paul Island's coastline, sea level rise combined with a shift in the timing and extent of sea ice and storm surges have caused flooding and erosion, threatening shoreline, infrastructure, and Alaska Native ways of life. Wave action during fall storms has intensified due to the lack of sea ice that has historically protected against the formation of erosive waves. The City of Saint Paul's Local Hazard Mitigation Plan, updated and approved by FEMA in 2022, determined that climate change will impact the City of Saint Paul in many ways, including more frequent and destructive storm surges threatening harbor infrastructure and potentially more flooding and erosion farther inland.

The clear evidence of climate change impacts to Saint Paul Island reinforces the centrality of planning and designing harbor infrastructure improvements that can reliably withstand these impacts. This means reducing structural vulnerabilities and stabilizing critical infrastructure to improve the harbor's resilience to a worsening wave climate. The 2021 Saint Paul Harbor Improvement and Expansion Feasibility Report (*Attachment A*), which outlined the proposed Project, provided recommendations for both near-term and long-term mitigation strategies.

Moving goods across the country and the world, the transportation systems sector is exposed to a limitless number of threats and risks. Even the simplest physical disruption of a maritime hub such as Saint Paul Harbor due to human or nature-made events can rapidly mushroom into a damaging stoppage of essential human and commerce links. Every member of the community has some level of involvement in or reliance on the fishing industry, whether direct or indirect. Tax revenue from fishing funds critical government services on the island. As such, the public welfare on Saint Paul Island depends heavily on the safety and reliability of its harbor infrastructure. It is for all these reasons that the harbor infrastructure must be protected. Installation of new and improved equipment, components, and material to replace and repair the aging and damaged harbor infrastructure increases the Saint Paul Harbor's preparedness level for natural hazards such as earthquakes, tsunamis, severe weather, coastal storm surges as well as manmade risks such as port operation accidents and hazardous materials spills. It also increases the City's ability to recover more quickly from disruptive events.

The Project incorporates evidence-based climate resilience and adaptation features.

The City will adopt a science-based approach to managing climate-related risks and vulnerabilities to Harbor facilities and infrastructure. In its Request for Proposals for the architectural design, engineering and inspection of the proposed Project, the City will request that proposals:

- Reference current planning and environmental guidance and regulations for transportation infrastructure and prepare a work plan prioritizing the regulations and guidance that will have the most impact on the proposed project.
- Encourage and prioritize the incorporation of approaches increasing the resilience of the City South Docks to flood damage and/or operational disruption that fall into the basic categories of elevate, relocate, protect, or accommodate. Such approaches could include coastal protection, site selection and relocation, perimeter protection, or elevation of utilities and critical equipment.
- Encourage and prioritize incorporation of climate change projections—particularly sea level rise and increased coastal storm surges—into project design criteria as a supplement to applicable building code requirements. The City will preserve the flexibility of project teams to develop packages of flood mitigation solutions that best satisfy broader design objectives in a cost-effective and co-beneficial manner.
- Encourage and prioritize the consideration of critical interdependencies (for example, the safety of and shared risks to essential electrical, telecommunications, fueling, or surface access infrastructure) within the project scope.

The Project is included in or in alignment with the following resilience improvement plans:

- 1) The White House National Strategy for the Arctic Region, Pillar 2—Climate Change and Environmental Protection: Build Resilience and Advance Adaptation, while Mitigating Emissions, specifically Strategic Objective 2.1: Advance Community Adaptation and Climate Resilience.
- 2) The USDOT’s Climate Action Plan Revitalizing efforts to Bolster Adaptation & Increase Resilience (August 2021), specifically the priority action of “enhancing resilience throughout the project planning and development process.”
- 3) The Alaska Climate Change Action Plan Recommendations To The Governor (adopted in 2018; Action 1.3D, Action 2.2A, 2.3D, and Action 3.1C.) Specifically, the proposed Project considers food security and how natural disasters elsewhere, as well as climate-related disruptions, can affect food shipments by barge to rural, remote, coastal communities such as Saint Paul Island.
- 4) The City’s current Capital Improvement Plan with projects to support harbor resilience.
- 5) The 2024-2028 Saint Paul Island Comprehensive Economic Development Strategy (CEDS), specifically supporting the vision of “an Unangan community of healthy, resilient people working together to sustain a robust ocean-based economy.”
- 6) The City’s 2022 Local Hazard Mitigation Plan Update, specifically mitigation strategies to reduce structural vulnerability and protect critical facilities from storm surge.



*Figure 14: Storm surge along the Saint Paul Harbor breakwater*



## V. SELECTION CONSIDERATIONS

### 1. CLIMATE CHANGE AND SUSTAINABILITY

*Climate change generates greater impacts in the Arctic than in many more temperate regions, yielding unstable terrain, vulnerable coasts, changing ecosystems, and a worsening biodiversity crisis.*

*More than 60 percent of Alaska Native communities are considered environmentally threatened due to climate change.*



Figure 15: Unangan Tunuu in the Saint Paul Island school.  
Credit: TanamAwaa.com

The impacts of global climate change experienced on Saint Paul Island are severely disproportionate to its own emissions. These impacts include sea level rise and stronger storm surges on the island's coastal areas, increased flooding and stormwater inundation, and more severe and frequent extreme weather events. Saint Paul Island is extremely vulnerable to the effects of increased temperatures and rainfall. Along Saint Paul Island's coastline, sea level rise combined with a shift in the timing and extent of sea ice and storm surges have caused flooding and erosion, threatening shoreline, infrastructure, and Alaska Native ways of life.

The Bering Sea is one of the largest and most biologically productive semi-enclosed seas in the world, but climate change threatens crab and fish populations and, therefore, the way of life for residents of Saint Paul Island. Declining sea ice and marine heatwaves in the Bering Sea have resulted in dramatic shifts populations of fish and crab stocks. These impacts are expected to increase as an impact of climate change.

Alaska is at the forefront of climate change in the U.S., warming faster than any other state -- twice as fast as the global average since the mid-twentieth century.

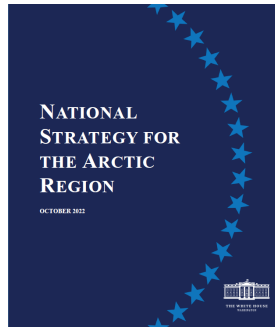
Wave action during fall storms has intensified due to the lack of sea ice that has historically protected against the formation of erosive waves. Cliffs along the southeastern side of the island have also experienced erosion because of the changing timing and extent of freezing temperatures that previously helped stabilize the cliffs.

The Alaska Climate Research Center observed a change of annual average daily temperature on Saint Paul Island from 34.4°F from 1950-1960, to 36.7°F from 2010-2020 (a 7% increase) as well as an increase of annual precipitation from 23.7 inches to 26 inches (11% increase). The University of Alaska Fairbanks Scenarios Network for Alaska and Arctic Planning models climate data for mid-range global emissions. Temperature models show that the City of Saint Paul will experience a temperature increase of 4.9 degrees Fahrenheit (°F) (12.9%) by the end of the century. NOAA reported record low maximum sea-ice extent levels in 2018 and 2019 in the Bering Sea. The City of Saint Paul's Local Hazard Mitigation Plan, updated and approved by FEMA in 2022, determined that climate change will impact the City of Saint Paul in many ways, including more frequent and destructive storm surges threatening harbor infrastructure.

The Project furthers the administration goals of climate change and sustainability.

The Project directly supports 3 of the 4 pillars of the White House National Strategy for the Arctic Region:

*Pillar 2—Climate Change and Environmental Protection: Build Resilience and Advance Adaptation, while Mitigating Emissions. Strategic Objective 2.1: Advance Community Adaptation and Climate Resilience.*



*Pillar 3—Sustainable Economic Development: Improve Livelihoods and Expand Economic Opportunity. Strategic Objective 3.1: Invest in Infrastructure and Strategic Objective 3.3: Develop Emerging Economic Sectors in Alaska.*

*Pillar 4—International Cooperation and Governance: Sustain Arctic Institutions and Uphold International Law. Strategic Objective 4.1: Sustain the Arctic Council and Other Arctic Institutions and Agreements.*

The project also presents a unique opportunity to integrate climate change mitigation and sustainability goals into its design and implementation. The City intends to include in the Project design and engineering RFP the following environmental sustainability objectives to be further investigated and incorporated, if feasible:

- Options for incorporating green infrastructure elements to help manage stormwater runoff and enhance biodiversity in the harbor area.
- Options for integration of renewable energy systems such as solar panels, wind turbines, or tidal energy generators to power Harbor facilities and reduce reliance on fossil fuels, thereby lowering greenhouse gas emissions. Saint Paul Island, an early adopter of wind turbines in the mid-1970's, is now prioritizing upgraded or replacement systems as the efficiency and reliability of these systems have improved. The City has obtained both a USDA RUS Rural Electric Program loan and a USDA High Energy Cost Grant to perform grid upgrades at the Saint Paul Island power plant as well as for integration into the existing wind power system operated by TDX Power. The City recently partnered with the Aleut Community of Saint Paul Tribal Government and TDX Power on an EPA application to the Climate Pollution Reduction Grant opportunity to add three additional wind turbines and a battery energy storage system. The benefits of this project include GHG reduction, energy cost stabilization for ratepayers, and coordination of power production throughout the community, including the Harbor.
- Prioritizing the use of energy-efficient materials and technologies in dock construction. This includes the use of sustainable building materials, leading to reduced energy consumption and associated emissions.
- Designing harbor infrastructure with climate resilience in mind to mitigate risks associated with the region's extreme weather events and rising sea levels. This might involve elevating structures, reinforcing coastal defenses, and incorporating natural or nature-based features for coastal protection.
- Promoting investing in infrastructure for sustainable transport modes such as public transit, cycling lanes, and electric vehicle charging stations which can reduce emissions from maritime and land-based transportation while improving mobility and accessibility for residents and visitors.
- Additional improvements to reduce vessel fuel use and greenhouse gas emissions.

One of the Project benefits is the reduction of GHG emissions and particulates in the transportation sector.

Burning marine diesel fuel results in emission of several harmful pollutants. The USDOT Benefit-Cost Analysis Guidance used for the Project's 2022 Benefits-Cost Analysis (*Attachment B*) lists four types that should be tracked. Based on calculations estimating fuel usage associated with traveling to Dutch Harbor and waiting for available mooring in Saint Paul Harbor, 13,333 gallons of marine diesel are estimated to be consumed each year. This usage is for vessels' main engines. Auxiliary engines and other generators onboard the vessels are not included in this

analysis since they might be used while moored in Saint Paul Harbor. Table 7 below, excerpted from the Project's BCA, presents calculations of estimated pollutant volumes and values released because of burning this diesel fuel. Additional berthing dolphins will increase the capacity of the Harbor, reducing congestion and waiting times for vessels. This optimization of operations can minimize fuel consumption and emissions associated with vessel idling outside the harbor. These calculations show the Project would result in a reduction of 136.2 metric tonnes per year of CO<sub>2</sub>.

Table 7. Estimated Value of Pollutant Reduction

Reference Values* (value of damage per ton per year)					Calculated Emissions** and Corresponding Values*					Discounted to
	NOx	SOx	PM2.5	CO2	NOx	SOx	PM2.5	CO2	Total	
Emissions (short tons/yr)					2.94	0.93	0.05	150.01		
Emissions as metric tons/yr					2.67	0.84	0.05	136.19		
Values(\$)										
2022	15,800	42,300	761,600	53	-	-	-	-	-	-
2023	16,000	43,100	774,700	54	-	-	-	-	-	-
2024	16,200	44,000	788,100	55	43,239	37,149	35,774	7,490	123,653	109,864
2025	16,500	44,900	801,700	56	44,040	37,909	36,391	7,626	125,967	108,660
2026	16,800	45,700	814,500	57	44,841	38,585	36,972	7,763	128,160	107,332
2027	17,100	46,500	827,400	58	45,641	39,260	37,558	7,899	130,358	105,993
2028	17,400	47,300	840,600	60	46,442	39,936	38,157	8,171	132,706	104,759
2029	17,700	48,200	854,000	61	47,243	40,695	38,765	8,307	135,011	103,475
2030	18,100	49,100	867,600	62	48,310	41,455	39,383	8,444	137,592	102,381
2031	18,100	49,100	867,600	63	48,310	41,455	39,383	8,580	137,728	99,498
2032	18,100	49,100	867,600	64	48,310	41,455	39,383	8,716	137,864	96,695
2033	18,100	49,100	867,600	65	48,310	41,455	39,383	8,852	138,001	93,972
2034	18,100	49,100	867,600	66	48,310	41,455	39,383	8,988	138,137	91,325
2035	18,100	49,100	867,600	67	48,310	41,455	39,383	9,125	138,273	88,752
2036	18,100	49,100	867,600	69	48,310	41,455	39,383	9,397	138,545	86,337
2037	18,100	49,100	867,600	70	48,310	41,455	39,383	9,533	138,682	83,905
2038	18,100	49,100	867,600	71	48,310	41,455	39,383	9,669	138,818	81,541
2039	18,100	49,100	867,600	72	48,310	41,455	39,383	9,805	138,954	79,243
2040	18,100	49,100	867,600	73	48,310	41,455	39,383	9,942	139,090	77,011
2041	18,100	49,100	867,600	74	48,310	41,455	39,383	10,078	139,226	74,841
2042	18,100	49,100	867,600	75	48,310	41,455	39,383	10,214	139,362	72,732
2043	18,100	49,100	867,600	77	48,310	41,455	39,383	10,486	139,635	70,752
2044	18,100	49,100	867,600	78	48,310	41,455	39,383	10,623	139,771	68,758

\* USDOT 2022 Table A-6.

\*\* MCPA based on reciprocating – diesel, routine usage, 1,500 hp, 13,333 gals of diesel burned per year.

Renovations and addition of berthing dolphins to City South Dock present additional opportunities to promote use of cleaner technologies and reduce emissions associated with maritime transportation. The City will include in the Project design and engineering RFP the following greenhouse gas emissions reduction objectives to be further investigated and incorporated, if feasible:

- 1) Evaluate options for increasing efficient vessel operations. Well-designed docks and berthing facilities can improve the efficiency of vessel operations, reducing the time ships spend idling or maneuvering to dock. Efficiency improvements could lead to fuel savings and lower emissions per vessel visit.
- 2) Evaluate options for upgrading docks to support shore power. This could enable vessels connect to the electrical grid while docked, allowing them to shut down their auxiliary engines. These upgrades could eliminate emissions from onboard generators and reduce overall greenhouse gas emissions during port stays.
- 3) Evaluate options for inclusion of cleaner propulsion technologies such as liquefied natural gas (LNG), hydrogen fuel cells, or battery-electric systems. If feasible, the Saint Paul Harbor could encourage the adoption of low-emission or zero-emission vessels by providing the necessary infrastructure.
- 4) Evaluate options for incorporating an emissions monitoring system to track air pollutant emissions from vessels during their time at port. If feasible, this data could be used to incentivize emissions reduction measures and inform decision-making to further mitigate greenhouse gas emissions from port activities and future additional renovation and expansion projects.

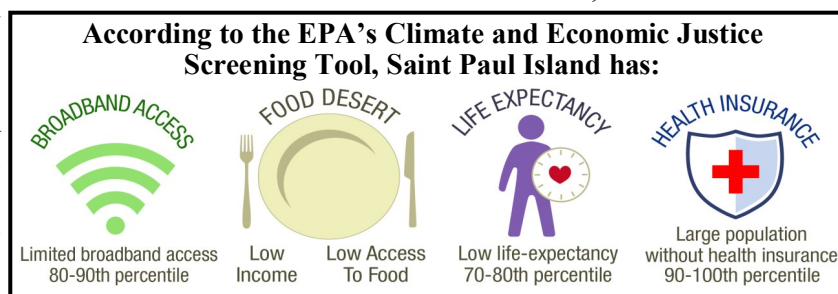
## 2. EQUITY AND JUSTICE<sup>40</sup>

To fully appreciate the role of this Project—and federal investment in general—in furthering environmental justice, the little-known history of the Unangan people of Saint Paul Island must be considered. It is critical to understand how different the Saint Paul Island context is from most of the continental United States—even other rural communities—and that any project recommendations for improving quality of life must be feasible for this remote island community. The first full time residents of Saint Paul Island were Unangan slaves brought by Russian colonists in 1788 to harvest fur seals and protect the rookeries. They were kept there as wards of the Russian and then United States governments until the mid-20th century. Until 1950, and in some cases beyond, liberties of travel, assembly, education, and occupation were restricted by the federal government. The Fur Seal Act of 1966 finally established rights for Saint Paul Island residents taken for granted elsewhere in the nation. The land, which was owned by the federal government, was finally transferred to the community in 1971, allowing Saint Paul Island residents to own their own homes. Saint Paul Island's population is currently 335, 83% of which are Alaska Native, predominantly Unangan (Aleut).

Any negative impacts on the environment would disproportionately affect the environmental justice populations, namely the tribal residents of Saint Paul Island. Therefore, the benefits of the Project will also positively benefit residents. The entire population experiences significant burdens as demonstrated by the high percentages in multiple indicators causing the community to be designated as disadvantaged.



Figure 16: The Aleut peoples of Saint Paul Island.  
Credit: Aleut Community of Saint Paul Tribal Government





According to the USDOT Equitable Transportation Community (ETC) Explorer tool, Saint Paul Island, Alaska:

- Faces a significant and growing risk of climate-related disasters, with an alarming 82% probability of experiencing extreme weather changes.
- Suffers significant health vulnerabilities, including a troubling 91% of residents experiencing mental health issues, 96% experiencing high blood pressure, and 85% with asthma.
- Shoulders significant social vulnerabilities, with 98% without health, property, or vehicle insurance, and 77% living with disabilities.

#### Equity Considerations.

The proposed Project prioritizes and advances racial equity and environmental justice through:

#### **A) Creating positive outcomes that will reduce, mitigate, or reverse how communities adjacent to the port are experiencing disadvantage (such as by reducing pollution, connecting Americans to good-paying jobs, and/or improving quality of life).**

The underserved community of Saint Paul Island suffers tremendous vulnerabilities to reliable transportation. While the burden on the Explorer Tool displays 65% of the population experiencing a transportation cost burden, the local reality is far worse. Saint Paul Island is not on any road system, and transit looks different here on this remote Alaskan island than most of the contiguous 48 states. There is only one airline that services Saint Paul Island three times per week; however, these are frequently cancelled due to significant weather impacting landing. For example, in July 2023 only three flights successfully landed the entire month. The cost of a round trip ticket to Anchorage is \$1,900. Currently there is not a ferry service to the island; however, Saint Paul Island is now included on the recently (August 2023) designated USDOT Marine Highway Route M-11, so ferry service is anticipated in the future and the Project will plan for it.

An adequately functioning harbor is inseparable from protecting quality of life on Saint Paul Island. While some cargo arrives on the island via air, the island's small airport cannot replace the harbor's role in providing essential supplies to the full population. Most basic goods like food and fuel arrive by barge due to its cost effectiveness compared to air cargo. Even so, the costs associated with importing and distributing basic consumer goods result in consumer prices that are far above national averages, especially in Alaska's remote, low-population areas. The previously mentioned capacity and safety issues decrease the harbor's functionality.

The City is the sole service provider for all gasoline, diesel, marine diesel, and heating fuel on Saint Paul Island, which are received via barge delivery only two times per year. Residents of Saint Paul Island rely on heating fuel for their homes. At this extremely minimal level of fuel delivery service, the inability or inaccessibility for the barge to safely moor at the City South Dock is a risk to basic community functioning.

Data from the ETC and EJSCREEN tools discussed previously show the clear need for investments that can provide quality-of-life benefits. Improving the safety and enhancing the facilities to properly accommodate vessels will increase the efficiency and effectiveness of importing goods. A better harbor allows for more frequent and reliable shipments of essential goods such as food, medicine, building supplies and fuel. This ensures that residents have affordable access to necessary supplies without delays or shortages, improving their overall standard of living.

#### **B) Implementation of programs and policies that ensure the benefits of project investments for, while mitigating the economic displacement of, economically-susceptible residents and businesses.**

Securing PIDP funding for this Project would give the Saint Paul Island community access to expertise to identify specific project features that could have an outsized impact on furthering the quality of life for vulnerable residents and the broader community—beyond maintaining the



status quo. Bringing in planners and professional engineers with expertise in this space would introduce new ideas that residents may not come up with themselves and ensure these ideas are both implementable and compatible with the local context.

Harbor improvements will reduce friction for conducting business stemming from inadequate design or state of repair in and around the harbor area, whether for ships docking at the harbor or movement of goods from the ships through the harbor area. Hindered goods movement increases the cost of imported goods and hurts affordability for residents. Given the high percentage of low-income residents, this directly addresses transportation equity.

**C) Implementation of a plan to engage the public, including disadvantaged communities during all phases of the project, including planning, design, construction, and implementation.**

Public involvement has, and will continue to, meaningfully shape the recommended Saint Paul Harbor renovations and improvements.

The Saint Paul Harbor Planning Team and Industry Stakeholders (“Team”) began meeting in January 2021 to outline alternatives, options, phases, and costs to renovate, replace, upgrade, and expand the community’s harbor to meet current and future needs. The Team, comprised of 67% Alaska Native individuals, included representatives from the City of Saint Paul, Aleut Community of Saint Paul Tribal Government, Central Bering Sea Fisherman’s Association, Tanadgusix Corporation (Native Village Corporation), and Trident Seafoods.

- The Aleut Community of Saint Paul Island Tribal Government of Saint Paul Island, promotes, maintains, and protects cultural practices, awareness, preservation, self-governance, and self-determination for the Aleut (Unangan) community members. Tribal Enterprises own five businesses on Saint Paul Island which focus on supplying quality products and services the Pribilof Islands and the greater Bering Sea Region.
- The Central Bering Sea Fishermen’s Association (CBSFA) is the non-profit management organization for Saint Paul Island under the Western Alaska Community Development Quota (CDQ) Program. CBSFA owns property and infrastructure in the Saint Paul Harbor and provides surveillance and security to the small boat harbor area during the fishing season.
- Tanadgusix Corporation (TDX) was created under the Alaska Native Claims Settlement Act of 1971 to provide economic wellbeing for the indigenous Aleut (Unangan) people who resided in the village of Saint Paul and their descendants. TDX owns property in and adjacent to the Saint Paul Harbor.
- Trident Seafoods is the largest seafood company in the United States and a major employer on Saint Paul Island.

Presentations regarding the Project were held as public hearings, aired on the local radio station, and solicited public comments. The Team coordinated with operators, coastal engineers, and the US Army Corps of Engineers (USACE) to ensure technical input had been captured and reflected in the preliminary concept plans. The Team continues to meet regularly to discuss all aspects of Harbor improvement phases, funding opportunities, federal and state requirements, and partnering on funding and construction.

Upon notification of PIDP grant award, the City will hire a contractor specializing in community engagement and outreach to assist in the project and achieve the following objectives:

- Engaging residents of this underserved community to ensure equity considerations are meaningfully integrated throughout the lifecycle of the project
- Coordinating with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, and workforce development

- Assisting in identifying and establishing formal public-private partnerships or joint ventures to expand or create new economic development capacity
- Obtaining expertise in continuing and further developing an equitable engagement process to ensure that anyone who resides, works, visits, has an interest in, or does business in an area potentially affected by the Project will be included. *A complete Community Engagement Plan is further described in Narrative Section VI: Project Readiness, 2) Environmental Risk. This aligns with the USDOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide.*

The community engagement contractor will work with the City's designer to create newsletters, posters, website, and social media news posts, and include the project on the City's online "Projects Dashboard."

Letters in support of the Project (*Attachment C*) demonstrate not only the level of partnership and collaboration the City has with stakeholders but also the number of entities besides the City that would benefit from the Project. Collaborating with government agencies, private sector partners, nonprofit organizations, industry, and other stakeholders has allowed the community to leverage resources, expertise, and funding opportunities that are otherwise largely inaccessible.

In late 2022, the City, along with the Aleut Community of Saint Paul Island Tribal Government and the Central Bering Sea Fishermen's Association, were selected to participate in the USDOT's Thriving Communities Network. The City, Trident Seafoods, and the Central Bering Sea Fishermen's Association are already partnering to create new economic development capacities in the crab and halibut fishing industry and mariculture scientific research and industry. The Project will provide the needed transportation infrastructure improvements to bring these to fruition.

#### B. Justice40 Considerations.

The City of Saint Paul demonstrates its commitment to the fair, meaningful, and equitable treatment of all people primarily through the development, implementation, and enforcement of policies and ordinances. The City's Personnel Policies and Procedures include an anti-discrimination policy to promote a workforce that is representative of all residents of Saint Paul Island and that fosters an anti-discrimination work environment. This applies to employees of, and consultants and contractors performing work for, the City of Saint Paul. In the City's Recruitment and Selection Policy, the City provides equal employment opportunities in compliance with federal civil rights law to all employees and applicants for employment in accordance with federal law.

The Council of the City of Saint Paul desires to reduce racial disparity and foster multiculturalism, and further believes that affirmatively advancing equity, civil rights, racial justice, and equal opportunity is a responsibility of the City. The Council passed a resolution in May 2022 to confirm this position and officially state that it is the policy of the City to pursue a comprehensive approach to advancing equity for all, including people who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.

The City has considered the benefits and potential burdens this Project may create, and potentially impact, the underserved or disadvantaged community of Saint Paul Island.

The Project benefits include:

- Reduction of exposure to harmful emissions on the disadvantaged and overburdened community.** Fishing is the primary source of economic activity, yielding primarily Opilio crab and halibut, both of which are processed on the island. Eighty-four percent (84%) of the population is Unangan, or Aleut. As previously described under Climate Change and Sustainability, one of the Project benefits is the reduction of GHG emissions. Additional berthing dolphins will increase the capacity of the Harbor, reducing congestion and waiting times for vessels, resulting in a reduction of 136.2 metric tonnes per year of CO<sub>2</sub>.

- b) **Integration of climate justice into project-related environmental review processes.** The Project will prioritize meaningful engagement with community members, especially those most affected by climate change and environmental degradation. Public meetings, consultations, and outreach efforts will be conducted to gather input from a diverse range of stakeholders, including indigenous peoples, low-income communities, and people of color. The Project will, as a part of the planning phase, consider the City's existing mitigation and adaptation strategies and identify additional strategies the City could take to address the climate impacts and enhance resilience in this vulnerable community.

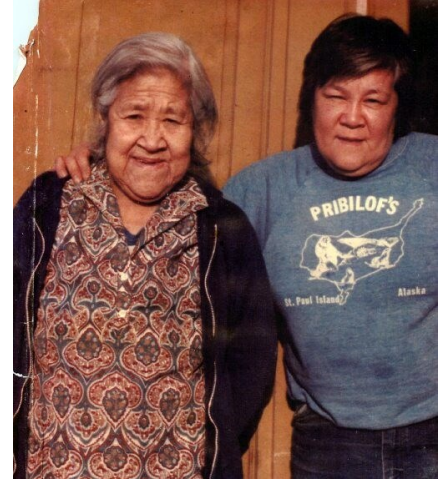


Figure 17: Historical photo.  
Credit: Aleut Community of Saint Paul  
Island Tribal Government

- c) **Innovative project elements to reduce the environmental impacts associated with freight movements.** This Project prioritizes locally-owned equipment where possible for Project construction, through application of the City of Saint Paul's Local Preference clause which requires firms to utilize locally-owned equipment in the performance of work, to the extent feasible. This will result in reduced environmental impact as shipping heavy equipment via barge involves significant fuel consumption and emissions, contributing to environmental pollution. Utilizing locally owned equipment reduces the carbon footprint associated with transportation and supports sustainable construction practices.
- d) **Support for the local economy.** Partnering with local labor and business owners fosters positive relationships with the community and stakeholders, promoting collaboration and goodwill. It demonstrates a commitment to supporting local businesses and investing in the development of the island. With an island population of only 335, the availability of laborers certified for specialized jobs can be limited. Despite this, the City of Saint Paul includes a Local Preference clause in all contracts, requiring firms to utilize labor, materials, and services from Saint Paul Island in the performance of work, to the extent feasible. Maximizing the use of local labor benefits many Alaska Native workers and business owners in Saint Paul Island. More than simply delivering a Project that improves a vital component in Saint Paul Island's infrastructure, the means of delivering this Project focuses on keeping as many investment dollars in this historically underinvested, majority non-white community.

### 3. Workforce Development, Job Quality, and Wealth Creation



Figure 18: The community of Saint Paul Island

The economic wellbeing of the whole community is tied to the Harbor's ability to generate revenue. The project will support the success of existing and establishment of a variety of other services and businesses to support the commercial fishing fleet, the processing seafood plant, military vessels, potential new industries, tourism, marine and climate research, and a growing community. For example:

- There is great interest among fisheries scientists and experts in establishing mariculture facilities on the island. In 2021, Alaska Governor Dunleavy re-established the Alaska Mariculture Task Force as a step toward reaching the goal of growing a \$100 million per year mariculture industry in 20 years. In 2022, the Alaska State Legislature passed a new law that allows permitting of production-level shellfish hatcheries. In late 2023, the City of Saint Paul submitted a grant proposal to NOAA Fisheries to conduct a feasibility study of the technical, regulatory, and financial aspects of accommodating king crab hatching and rearing as part of the ongoing effort to restore failing king crab stocks in the Bering Sea.
- Currently there is not a ferry service to the island; however, Saint Paul Island is now included on the recently (August 2023) designated USDOT Marine Highway Route M-11, so ferry service is anticipated in the future and the Project will plan for it. Commercial and small-scale luxury adventure cruise ships also call on Saint Paul Harbor and have shown interest in increasing not only in vessel size but frequency. Six cruise ships docked in Saint Paul Harbor in 2023, up from zero only three years ago. Seven cruise ships are expected in 2024. Visitors from all over the world come to explore the Island's history, flora, fauna, as well as tours of the Saint Paul community, the Saints Peter and Paul Russian Orthodox Church and the Unangan Heritage Museum. The great seabird colonies of the Pribilof Islands are known world-wide by professional guides, experienced naturalists, ornithologists, hunters, and photographers. Saint Paul Island also hosts the world's largest colony of Northern Fur Seals.
- Outside funding for research vessels has recently increased, given the national interest in studying the effects of climate change on aquatic species in the region. "The Bering Sea Project," a partnership between the North Pacific Research Board and the National Science Foundation, seeks to understand the impacts of climate change and dynamic sea ice cover on the eastern Bering Sea ecosystem.

#### Creation of Good-Paying Jobs with Free and Fair Chance to Join Union

Implementation of the Project creates jobs not only during the construction phase but also in the long term through increased economic activity. The expansion of port facilities, marinas, and related services can generate employment opportunities for residents. The City's approach to quality jobs means that Project staff will have (1) fair, transparent, and equitable pay that exceeds the local average wage for an industry, while delivering; (2) basic benefits (e.g., paid leave, health insurance, retirement/savings plan); (3) providing workers with an environment in which to have a collective voice; and (4) helps the employee develop the skills and experiences necessary to advance along a career path. In addition, the City will offer good jobs that provide (5) predictable scheduling, and (6) a safe, healthy, and accessible workplace. With good jobs, (7) employees are properly classified and (8) have a statutorily protected right to a free and fair choice to join a union under the National Labor Relations Act (NLRA).

#### Incorporation of Strong Labor Standards

The City's contractor base has established, long-term, and mutually valued relationships with the organized labor community in Alaska. Larger development often occurs within collective bargaining agreements of the International Brotherhood of Electrical Workers (IBEW) and the various trade unions, depending on location. While this is very much about scale, the City's approach will be to engage its labor partners early to initiate discussions toward labor agreements and overall benefits of the project.

#### Promoting Investments in High-Quality Workforce Development Programs

The City will engage with the University of Alaska and the Alaska Works Partnership to identify ways in which training, apprenticeships and local hiring can benefit from the framework for the statewide building code. In addition, the project will reference the Alaska Workforce Investment Board's strategies for workforce development, found in its Combined Plan for Workforce Innovation and Opportunity.



The University of Alaska (UA) is an important mechanism for workforce development, including for apprenticeships. 20 years ago, the University of Alaska Anchorage (UAA) created the Associate of Applied Science in Apprenticeship Technologies. The University of Alaska System, the UAA Community and Technical College, and several joint apprenticeship training programs have joined the USDOL Registered Apprenticeship-College Consortium, which simplifies the process for an apprentice to earn college credit.

Alaska Works Partnership is a non-profit organization that gives Alaskans access to jobs and careers in the construction industry. Alaska Works educates Alaskans about good paying jobs, teaches basic skills, and establishes pathways for Alaskans to learn skills that last a lifetime and earn good pay with health care and retirement benefits. Alaska Works was created by Alaska's Building and Construction Trade and their apprenticeship training trusts in 1996. Alaska Works partners with industry employers, community organizations, educators and the State of Alaska to develop Alaska's workforce. Several thousand Alaskans living in over 140 communities have achieved a start in construction through one of their programs: Apprenticeship Outreach; Alaska Construction Academy; Helmets to Hardhats; Women in the Trades; and Building Maintenance.

#### Supportive Systems to Retain and Train People, with a Focus on Underrepresented

The goal of the City is to maximize the investment in its local workforce, and to incentivize contractors to hire underrepresented skilled labor. In this way the Project team can ensure that it is able to foster safe, healthy, and inclusive workplaces with equal opportunity, free from harassment and discrimination. In addition, the City has considered ways in which to make investments in training, education, and skill development and supporting the corresponding mobility of workers to advance in their careers.

#### Hiring Policies/Workforce Cultures Promoting Entry/Retention of Underrepresented Populations



Figure 19: Local laborers working a Public Works project on Saint Paul Island

The City will encourage Project staff and contractors to participate in training programs and offer paid time for employees to participate in skills training. This will include the provision of personalized, modularized, and flexible skill development opportunities, such as on-demand and self-directed virtual training. The project will identify and provide continuing education programs for employees to earn credentials and degrees relevant to their career pathways.

#### Local Inclusive Economic Development and Entrepreneurship

The City has a local business directory that it will share with project contractors and visiting officials, to foster local, inclusive economic development. At the same time, the City will consider hosting a regional entrepreneurship fair, inviting potential businesses to reflect on the business opportunities that could come from improved port infrastructure.

## **VI. PROJECT READINESS**

### 1. TECHNICAL CAPACITY

#### City's Capacity to Implement the Project

The City of Saint Paul currently has 20 employees who fulfill the obligations of a local government, which include public safety, public works functions and services. The City of Saint Paul has an experienced managerial and technical staff that uses state of the art networked computer hardware and software to manage personnel, accounting, project status, reporting, and

performance standards. With previous grants, City staff have managed every project locally. This includes receiving the funds in the City's general fund, completing the scope of work defined in the grant agreements, developing solicitations for Requests for Proposals, negotiating contracts, completing financial and progress reporting from startup to project completion, and close-out. Many small communities that receive grant funding require hiring a CPA or having a separate bank account for grant funds, but the City has consistently done it all in-house and maintained clean audits. Past and current grant and contract awards have successfully met federal and state audit standards and have maintained compliance with all regulatory requirements. The City's independent auditor has made the determination that the City of Saint Paul is a low risk auditee for the past three years (2021, 2022 and 2023) since no findings were found.

There is a large amount of heavy equipment already available for use on Saint Paul Island. Use of local heavy equipment is extremely important for managing project costs, as Saint Paul Island's remote location results in high barge costs to deliver construction materials and equipment. Additionally, the City owns vehicles and housing units that are available to contractors to rent and utilize while working on-island on the Project.

#### City's History of Delivering Similar Grant-Funded Projects

The City of Saint Paul has successfully managed multiple Federal, State, and private grants, carrying out projects on time and on budget. Due to Saint Paul Island's short summer construction season, many projects are multi-year projects. Examples of some of the larger and most recent grants include:

- State of Alaska, Community Development Block Grant (March 2023). \$850,000 for Bulk Fuel Dispensing Facility/Tankage Upgrade.
- Alaska Energy Authority (March 2023). \$500,000 matching grant for the Bulk Fuel Dispensing Facility/Tankage Upgrade.
- US Department of Transportation, Thriving Communities Program (March 2023). Two years' technical assistance, capacity building and transportation infrastructure planning.
- US Department of Transportation, Safe Streets and Roads For All Discretionary Grant Program (January 2023). \$200,000 for a Regional Action Plan.
- US Economic Development Administration, Economic Adjustment Assistance Award (September 2022). \$2,270,400 for Saint Paul Harbor Utility Upgrade Project.
- Denali Commission Matching Grant Award (March 2024). \$567,600 matching funding for Saint Paul Harbor Utility Upgrade Project.
- US Economic Development Administration, Financial Assistance Award (September 2020). \$120,000 for the Saint Paul Harbor Improvements and Expansion Feasibility Study.
- USDA, Rural Utilities Service, Assistance to Rural Communities with Extremely High Energy Costs (September 2020). \$807,969 for electric utility upgrades.

#### Project Feasibility and Inclusion in Other Planning

As previously described, the 2021 Saint Paul Harbor Improvement and Expansion Feasibility Study found there is inadequate moorage space for the larger commercial fishing vessels and that the existing moorage for larger vessels is in poor condition, particularly regarding the fenders and mooring capacity. The proposed Project is one of nine components of the recommended Phase 1 upgrades. A complete list of the Project's inclusion in other plans is on page 16.

#### Project Compliance with Federal Requirements

The Project can effectively maximize domestic content and support the goals of the Build America Buy America policy through the following measures:

- Prequalification of domestic suppliers who can provide the required materials.
- Specify in the project requirements that materials used in construction must have a high percentage of domestic content.

- Encourage the use of domestic labor for construction activities by partnering with local unions, vocational training programs, and workforce development initiatives.
- Give preference to bids and proposals that demonstrate a high level of domestic content.
- Partner with industry associations representing domestic suppliers and manufacturers to identify opportunities for increasing domestic content and address any challenges or barriers that may arise during the procurement process.
- The Project may request a waiver, if necessary.

#### Degree of Design Completion and Source of Cost Estimate

R&M Consulting completed 15% design and produced quotes for materials based on estimated needs identified during its condition assessment and Feasibility Study, completed in 2021. R&M Consulting provided updated estimates in 2024 dollars.

#### Project Schedule

The City will seek pre-obligation authorization to complete pre-construction activities (field work, permitting, and design) to maintain an efficient Project schedule as well as early procurement to mitigate materials shortage and extended time durations for shipping of materials to Saint Paul Island. The City will seek authorization to request reimbursement of pre-award costs incurred prior to MARAD's obligation of funds, specifically for NEPA and environmental review.

If PIDP announces the FY24 selected proposals for award by December 31, 2024, the City could reasonably complete the remaining planning, design, environmental and NEPA requirements by the end of Q3 2026. This leaves 15 months before the September 30, 2027 obligation deadline. Construction season on Saint Paul Island is a small window of time, typically between May and September. Two full construction seasons have been built into the project schedule. With construction expected to be completed by the end of Q3 2028, this allows 3 additional years for any construction delays that could occur—this makes the probability of failing to meet the fund expenditure deadline very low.

TASK NAME	2024		2025				2026				2027				2028			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Planning Approval (Complete)																		
Award Notice/Seek Pre-Obligation Authorization																		
Public Engagement																		
Field Work																		
Survey																		
Geotechnical																		
Permitting																		
Section 10 & 404																		
NEPA																		
Final Design (Plans, Specifications, & Estimates)																		
Design																		
Review																		
Construction																		
Bidding																		
Procurement																		
Construction																		
Project Closeout																		

#### Risk Mitigation

The risks to the proposed Project's successful completion are minimal. Project work can begin quickly upon receiving a PIDP award due to the following factors:

- The Saint Paul Harbor Improvements and Expansion Feasibility Study completed in 2021 provided conceptual designs and cost estimates for the Project, completed by R&M Consultants, Inc., which has a proven track record of successfully planning, designing, and building

Projects of similar scope and function in Alaska.

- No right-of-way or other real estate acquisition is necessary.
- For the proposed Project, the City of Saint Paul would follow the DB delivery method to streamline the process, improve efficiency in project delivery, reduce administrative tasks and reduce financial risks.

## **2. ENVIRONMENTAL RISK**

### **NEPA Status of the Project**

The NEPA process has not yet begun. Should the proposed Project receive grant funding, the City of Saint Paul would be required to further evaluate potential Project impacts to the natural and human environment in accordance with local, state, and federal regulations. Given the scope of the proposed work, and the fact that no dredging or fill work is required for the Project, the anticipated NEPA document is an Environmental Assessment, and the Project cost estimate and schedule are based on that anticipation. The Project may ultimately qualify for a Categorical Exclusion due to mitigating factors discussed later. At a minimum, the proposed action and the “No Action” alternative would be evaluated during the NEPA process. Due to the complexity of the Project and its location in a coastal area with cultural and historic resources and populations of threatened and endangered species, the City will hire an environmental consulting firm with the resources, specialized knowledge, and relevant expertise will help ensure that the required environmental review and reports are compliant with current regulations, reducing the risk of non-compliance penalties and legal issues. The cost of this has been included in the Project budget.

### **National Historic Preservation Act (NHPA) Status of the Project**

Section 106 National Historical Preservation Act and Section 7 Endangered Species Act will also be considered as part of NEPA compliance.

### **Environmental Permits and Reviews**

Agency coordination and the regulatory permitting process has not been initiated for the Project. Project-specific environmental studies and other documents have not yet been conducted or generated. Environmental permits would need to be acquired for exploratory surveys (e.g. geotechnical surveys) as well as for construction of the final proposed design. At a minimum, a Section 404/10 permit from the US Army Corps of Engineers (USACE) would need to be obtained for in-water construction activities such as pile driving for dolphin installation. Concurrently with the USACE permit-timing process, a water quality certification from the Alaska Department of Environmental Conservation (ADEC) would be obtained in accordance with the Clean Water Act. Based on the proposed design, additional permits and/or concurrence may need to be obtained from the Alaska Department of Fish and Game, Department of Natural Resources, National Marine Fisheries Service (see below), and the U.S. Fish and Wildlife Service.

Given the unavoidable in-water construction activities, an Incidental Harassment Authorization (IHA) would normally be required for potential impacts to species protected under the Marine Mammal Protection Act and Section 7 Endangered Species Act (ESA). The Project is in an enclosed harbor with surrounding landforms that mitigate noise impacts to marine mammals; therefore, National Marine Fisheries Service IHA permitting is not anticipated.

### **Community Engagement Plan**

The Project will conduct community engagement beginning with the planning and design phase through to completion. By implementing the following comprehensive public engagement plan, the project can ensure that the Historically Disadvantaged Community (HDC) of Saint Paul Island meaningfully involved in the decision-making processes and promotes equitable outcomes for all community members. The City will:

- Identify and engage with local key stakeholders including community leaders, organizations, and residents within the community.



- Develop culturally sensitive and accessible materials to inform HDCs about the project's goals, benefits, and potential impacts. Host informational sessions in community centers and provide translation services and materials in languages spoken within the community.
- Organize interactive workshops and listening sessions where HDCs can voice their concerns, priorities, and ideas for the project.
- Ensure all engagement activities are held in physically accessible locations and provide accommodation for individuals with disabilities. Offer childcare services, transportation assistance, and stipends to remove barriers to participation. Utilize digital platforms and virtual meetings to reach those who may face mobility or transportation challenges.
- Establish a transparent public comment period where all stakeholders can submit feedback on the project's plans and designs. Actively incorporate public feedback into the project's development and design.

### State and Local Approvals

All required State of Alaska approvals were discussed under environmental permits and reviews. For local approvals, the Project has been approved by the Council of the City of Saint Paul through both approval of the Capital Improvement Plan and Resolution 24-10 (*Attachment D*) authorizing the City Manager to apply for PIDP grant funding for this Project.

### Information on environmental reviews, approvals, and permits by other agencies

Discussions with the appropriate DOT operating administration field or headquarters office regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals have not yet occurred, as explained above. This Project is not dependent on, nor

## SECTION VII: STATUTORY DETERMINATIONS

Project Determination	Response
1. The project improves the safety, efficiency, or reliability of the movement of goods through a port or intermodal connection to the port.	Renovations to the City South Dock will improve safety by upgrading to modern, energy absorbing fenders to reduce impacts of waves and wind on vessels by allowing tight mooring. The snug mooring reduces the risk of injury from mooring lines snapping. Adding new cleats and three 80-ton bollards improves safety by creating appropriate means of tightly securing vessels to the dock or dolphins, according to their size. Bollards will allow vessels to stay in the harbor longer with reduced accident risk. Increasing overall safe moorage space by 250 feet by adding five berthing dolphins will greatly increase safety by allowing vessels to wait at the dock for needed repairs or services, provide safety to more vessels during rough weather, and reduce stress and accident probabilities on the fleet from repetitive and dangerous vessel movements.
2. The project is cost effective.	Not applicable, as the Project is a "small project at small port."
3. The eligible applicant has the authority to carry out the project.	The City of Saint Paul owns, maintains, and manages Saint Paul Harbor and owns all the land where Project improvements will occur. Through resolution, the City Council authorized the City Manager to apply for FY24 PIDP grant funding for the project.
4. The eligible applicant has sufficient funding available to meet the matching requirements.	As a rural community and a "small project at a small port," the City of Saint Paul requests a waiver to the 80% maximum federal share and seeks a 94% federal cost share. The City can provide a 6% local match for the Project.
5. The project will be completed without unreasonable delay.	If notified of award by December 31, 2024, the City could reasonably complete the remaining planning, design, environmental review, and NEPA requirements by the end of Q3 2026. This leaves 15 months before the September 30, 2027, obligation deadline. Two full construction seasons have been built into the project schedule. With construction expected to be completed by the end of Q3 2028, this allows 3 additional years for any delays that could occur.
6. The project cannot be easily and efficiently completed without Federal funding or financial assistance available to the project sponsor.	Due to competing needs and a lack of resources, no significant repairs have been or can be made to the City South Dock without federal financial assistance. Without PIDP funding, none of the proposed Project scope will be completed.





CITY OF  
**Saint Paul**  
ALASKA

# Saint Paul Harbor

## Improvement and Expansion Feasibility Report

AUGUST 2021

**FINAL**

prepared by:



photo credit: Aaron P. Lestonkof



**List of Preparers:**

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HNS Coastal Engineering Planning and Design

Haight & Associates

KPB Architects

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Phillip A. Zavadil, City Manager

**Stakeholders:**

City of Saint Paul

Aleut Community of Saint Paul

Central Bering Sea Fishermen's Association

Tanadgusix Corporation (TDX)

Trident Seafoods

**R&M Consultants, Inc.:**

John Daley, PE – Project Manager

Van Le, AICP – Planning and Community Outreach

Jean Cumlat, EIT – Engineering Support

## EXECUTIVE SUMMARY

In December 2020 the City of Saint Paul authorized R&M Consultants, Inc. (R&M) to proceed with the Saint Paul Harbor Improvement and Expansion Feasibility Study project. The purpose of the project was to outline alternatives, options, phases and costs to replace, upgrade and expand the community's harbor to meet current and future needs.

R&M solicited input from city staff, industry stakeholders and the community at virtual stakeholder meetings January through May 2021. The stakeholders identified key issues including:

- Adverse wave climate in the entrance channel and harbor, including routine overtopping of the breakwater and damage to moored vessels;
- Inadequate moorage space for the fleet;
- Moorage space for larger vessels;
- Inadequate capacity of the moorage fenders and cleats; and
- The need for a harbor of refuge for the Bering Sea fleet.

The US Army Corps of Engineers (USACE) has spent significant time and resources studying, planning, designing and constructing the breakwaters, entrance channel, and turning basin. The original design of the harbor was predicated on providing moorage for a fleet of 36 crab and bottom fish vessels with lengths up to 120 feet and an unladen draft of 12 feet. This provided access for refrigerated cargo vessel lengths in excess of 300 feet and an entrance channel maintained to -30 feet MLLW. The current inner harbor facilities can only accommodate a fraction of this original design fleet.

A site visit was conducted in June 2021 to inventory the existing moorage facilities. There is inadequate moorage space for the larger commercial fishing vessels. The existing moorage for larger vessels is in poor condition, particularly regarding the fenders and mooring capacity.

Three broad phases of improvements have been identified including:

- |                |   |
|----------------|---|
| <u>Phase 1</u> | Upgrade and expand existing inner harbor facilities for improved larger vessel moorage. Over \$90 million in improvements have been identified. <ul style="list-style-type: none"><li>• This would include incremental renovation, replacement, and expansion of the existing large vessel docks. It would include the addition of docks, side tie breasting dolphins, catwalks, and access trestles.</li><li>• Renovations to the City South Dock, including new fenders.</li><li>• A new Harbormaster's office.</li></ul> |
| <u>Phase 2</u> | Expand the breakwater and revise the entrance channel. This is estimated to cost between \$170 and \$200 million. <ul style="list-style-type: none"><li>• This would include a Federal / U.S. Army Corps of Engineers-led rubble mound breakwater expansion.</li><li>• The addition of a new entrance channel with jetties to improve the wave climate and reduce shoaling and subsequent maintenance dredging.</li></ul>   |
| <u>Phase 3</u> | Relocate the exit to the Salt Lagoon, expand the upland, and expand the inner harbor. <ul style="list-style-type: none"><li>• This would allow the beneficial use of dredge material to create uplands with additional moorage.</li></ul>   |



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## **LIST OF ACRONYMS AND ABBREVIATIONS**

AML	Alaska Marine Lines
CBSFA	Central Bering Sea Fisherman’s Association
MCACES	Micro-Computer Aided Cost Estimating System
MLLW	Mean Lower Low Water
MPH	Miles Per Hour
NED	National Economic Development
NEPA	National Environmental Protection Act
NOAA	National Oceanic and Atmospheric Administration
O&M	Operations and Management
P&S	Plans and Specifications
PED	Preconstruction Engineering and Design

R&M	R&M Consultants, Inc.
TDX	Tanadgusix Corporation
US	United States
USACE	United States Army Corps of Engineers
WRDA	Water Resources Development Act



## 1.0 INTRODUCTION

Saint Paul Island is in the Pribilof Islands region of the Bering Sea. It is the largest of the five Pribilof Islands with a total surface area of just over 40 square miles. The community is located on a peninsula on the southern tip of the island, adjacent to the harbor.

Saint Paul Island is home to a large Aleut community. For over 200 years the community's economy was centered on harvesting fur seals. This was first under Russian dominance and later under the control of the U.S. Federal Government. Starting in the late 1970s the economy has shifted from fur seals to commercial fishing, which is by far the dominant economic driver today. The Bering Sea is currently one of the most productive fisheries in the world.

Trident Seafoods built a process facility on the island in 1989. This processing plant employs between 30 and 300 workers, depending on the season. Most employees are seasonal and do not live full time on the island. The plant primarily processes opilio and king crab. The Central Bering Sea Fisherman's Association (CBSFA) also provides Trident with halibut.

The first breakwater was constructed in Saint Paul in 1983. It failed the following year during a storm event. A new 750 feet long breakwater was constructed in 1987. This was stable but did not provide adequate inner harbor wave climate for safe moorage. In 1989, the current breakwater was constructed by the USACE. It includes an 1,800-foot-long main breakwater and 970-foot-long detached breakwater. It provides 8 to 10 acres of harbor space with water depths of 18 to 25 feet. The entrance channel is 300 feet wide. In 1996 the USACE deepened the entrance channel, which provided a spending beach on the lee side of the detached breakwater, provided underwater reefs adjacent to the main breakwater, and other improvements. A small boat harbor basin was constructed afterward, which included an inner-harbor breakwater. In 2009 seasonal floating docks were installed in the small boat harbor.

### 1.1 COMMUNITY INPUT

Community engagement and feedback has been integral to developing and refining the proposed harbor improvements. Several stakeholders have been involved from the start of the project:

- The **City of Saint Paul** was incorporated as a second-class city in 1971. It is operated under a council-manager form of government with an elected Mayor, elected City Council, and hired City Manager.
- The **Aleut Community of Saint Paul** is a federally recognized tribal group. The Tribal Government is a venue through which the Aleut peoples of the island represent and support their unique cultural and historical rights and responsibilities.
- The **Central Bering Sea Fishermen's Association** is a nonprofit 501(c)(4) corporation and management organization that oversees the community's involvement in the Western Alaska Community Development Quota Program. This program is run by NOAA Fisheries and is intended to allocate a percentage of Bering Sea and Aleutian Islands fishery quotas to eligible communities.
- **Tanadgusix Corporation** or (TDX) is a shareholder-owned Aleut native village corporation formed in 1973 shortly after the Alaska Native Claims Settlement Act of 1971. TDX owns about

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95% of Saint Paul Island real estate, including the power generating plant, communications facilities, and other local business enterprises.

- **Trident Seafoods** is one of the largest seafood companies in North America. The Saint Paul Island shore-based plant is the largest crab processing facility in the world.

The project team has also coordinated with operators, coastal engineers, and the USACE to ensure technical input has been captured and reflected in the preliminary concept plans. Based on stakeholder input and feedback, the project team and City of Saint Paul staff updated the study concepts, clarified cost estimates, and outlined pros and cons of the various alternatives.

A summary of the planning team and industry stakeholder meetings since the Project Start began in January 2021 include:

- Harbor Planning Team/Industry Stakeholder Coordination Meeting #1 – February 2, 2021
  - As a result of this 1<sup>st</sup> Harbor Planning Team meeting, R&M created concepts that included more moorage and docking areas that will allow for larger vessels.
- Harbor Planning Team/Industry Stakeholder Coordination Meeting #2 – March 2, 2021
  - Based on input received, concepts and the site plan were updated to include breakwaters to address safety issues from storm surges and weather conditions.
- Harbor Planning Team/Industry Stakeholder Coordination Meeting #3 – April 23, 2021
  - Due to public input received, concepts were updated and added to the study.

A summary of the project team meetings since the Project Start began in January 2021 include:

- December 17, 2020 – Project Kickoff Meeting
- February 4, 2021 – Project Team coordination meeting with Saint Paul
- March 2, 2021 – Preliminary Concepts Meeting with Saint Paul
- March 2, 2021 - Follow up meeting post stakeholder/Harbor Planning Team meeting
- March 17, 2021 – Saint Paul Check in Meeting with Harvey Smith on Breakwaters
- April 8, 2021 – Project Team Meeting with Saint Paul
- May 2021 – Project Team Coordination Meeting with Saint Paul
- June 3, 2021 to June 6, 2021 - Site Visit and Harbor Conditions Assessment
- July 14, 2021 – Present Draft Feasibility Study virtually to Saint Paul City Council



FIGURE 1 – EXISTING HARBOR

## 2.0 PROJECT GOALS AND OBJECTIVES

The purpose of the project is to outline alternatives, options, phases and costs to renovate, replace, upgrade and expand the community's harbor to meet current and future needs.

The recently completed 2017 *Comprehensive Economic Development Strategy* plan included the following goals:

- Goal 1: Support, Protect, and Create New Fisheries Opportunities.
- Goal 2: Research, Develop St. Paul Island Facilities and Workforce into a Leading Climate Change and Coastal Resilience Research Center
- Goal 3: Tourism; Grow St. Paul Island into a Culturally and Ecologically Unique Tourism Destination.
- Goal 4: Strong Community Foundation; Strengthen Infrastructure and Services to Create a Healthy Foundation for Residents and Businesses to Thrive.

This project supports the previous economic planning effort and is focused on the harbor infrastructure.

Enhanced infrastructure in the harbor can provide:

- Better support for existing businesses / fleet
- Reduced operating (harvest) costs of U.S. commercial fishing
- Reduced damages to fishing vessels caused by storm waves within the existing harbor

- Reduced damages to fishing vessels associated with current loading/offloading
- Adequate moorage for the existing fleet
- Moorage for larger vessels
- Adequate wave climate
- A harbor of refuge for the central Bering Sea fleet

This project is intended to provide a broad planning document that includes a description of existing facility conditions, a description of the fleet, outlining improvements and phases for development, and outlining budgetary costs.

### 3.0 ENVIRONMENTAL CONDITIONS

#### 3.1 CLIMATE

Saint Paul Island has a northern maritime climate. August is the warmest month with average daily high temperatures of 51.5 degrees Fahrenheit. February is the coldest month with average daily high temperatures of 28.5 degrees Fahrenheit. The highest temperature on record is August 26, 1987 at 66.0 degrees Fahrenheit. The coldest day on record is March 14, 1971 at -19 degrees Fahrenheit.

Precipitation on Saint Paul Island is minimal with an average annual rainfall of about 24 inches. There is some ground snow accumulation in the winter months with annual snowfall averaging 61.7 inches. The island area has periods of persistent and high winds throughout the year. Average year-round winds are 15 MPH. Frequent storms occur from October to April, often accompanied by gale-force winds to produce blizzard conditions.

#### 3.1 TIDES

NOAA provided the follow tidal statistics for Saint Paul.

TABLE 1 – NOAA TIDAL STATISTICS FOR SAINT PAUL

Datum	Elevation (feet)	Notes
Max Tide	5.08	Observed 12/08/2006
HAT	4.01	Highest predicted tide
MHHW	3.24	
MTL	1.96	
MSL	1.88	
DTL	1.62	
MLW	0.92	
MLLW	0.00	
LAT	-1.58	Lowest predicted tide
Min Tide	-2.28	Observed 12/13/1985

#### 3.3 WAVES

There have been studies of the wave climate for the design and construction of the breakwaters. The General Reevaluation Report Environmental Assessment and Finding of No Significant Impact Saint Paul Small Boat Harbor Saint Paul, Alaska February 2006 outlines the following regarding the wave climate:

*The existing harbor in Village Cove is in direct alignment with deep-water waves approaching between the west-northwest and southwest sectors. Deep-water waves approaching from the*



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*south and southeast sectors are partially sheltered by Saint George Island and Otter Island and would diffract around Reef Point before impinging on the project site. Southerly and southeasterly deep-water waves therefore undergo considerable energy reduction before affecting the project site. Village Cove is in the lee of Saint Paul Island for waves approaching from northwest clockwise through southeast. Waves in the Bering Sea are extremely large, and around the shallower waters of Saint Paul Island, their heights are depth limited during numerous events each year. Maximum wave height to be expected near the entrance to the present harbor is 27 feet.*

*Wave heights in the present harbor are greatly modified by the breakwaters and spending beaches. Waves are expected to be attenuated to less than three feet by existing protection. Wave energy enters through both the east and west entrances with the dominant energy entering through the west entrance (the navigation channel).*

The original 1982 USACE breakwater project was based on a design wave height of 16.5 feet and 9.7 seconds period for a fifty-year storm.

Waves occasionally overtop the existing breakwater. The wave climate in the entrance channel can be extreme, and the harbor is periodically closed due to weather events. The wave climate regularly forces closure of the City North Dock. The inner harbor wave climate has also resulted in broken mooring lines at the City South Dock and at Trident Dock. There is video-graphic documentation of some of these events.

### **3.4 SEA ICE**

The General Reevaluation Report Environmental Assessment and Finding of No Significant Impact Saint Paul Small Boat Harbor Saint Paul, Alaska February 2006 outlines the following regarding sea ice:

*The icepack in the northern Bering Sea occasionally moves south and surrounds the island during periods of prolonged north and northeast winds between January and May. Mariners are warned by NOAA charts against the possibility of entrapment in Village Cove. Ice conditions could possibly preclude the use of the proposed day fishery mooring facilities during the months of January through May and could require vessel removal for short periods in some years.*

## **4.0 EXISTING FLEET**

Harbor development is centered on supporting the fleet of vessels that will use the facility. Identification of this fleet is critical to matching the improvements to the demand. There are several broad categories of vessels that comprise the fleet that may call upon the harbor.

Primary (current users):

- Local fishing fleet (primarily halibut)
- Bering Sea crabbers
- Fuel barge
- Cargo barges

Secondary (harbor of refuge / opportunity if infrastructure exists):

- Bering Sea catcher-processors
- U.S. government vessels including USCG, NOAA, and U.S. Navy
- Cruise vessels

Each of these will be described in more detail below:

#### **4.1 LOCAL FISHING FLEET**

Saint Paul Island is home to 17 fishing vessels (up from 12) privately owned by local residents. Five larger, locally owned vessels entered the fishery in 2017 due to construction progress on the vessel repair and marine supply facility. All privately owned vessels in the fleet are less than 50 feet long.

**PHOTO 1 – LOCAL FISHING FLEET**



Local Fleet



Local Fleet

#### **4.2 BERING SEA CRABBERS**

According to the NOAA fisheries:

*The Bering Sea/Aleutian Islands king and Tanner crab fisheries are managed by the State of Alaska, NOAA Fisheries and the North Pacific Fishery Management Council. The State of Alaska opens and closes the fisheries and sets total allowable catches or guideline harvest levels for the fisheries. NOAA Fisheries and the North Pacific Fishery Management Council retain the authority to establish the Crab Rationalization Program and Essential Fish Habitat, prevent overfishing, and rebuild overfished fisheries.*

Saint Paul is the only port that processes crab in the northern region of the Bering Sea. Approximately 70 registered vessels have identified that may participate in the Bering Sea crab fishery. These vessels range from about 80 to 166 feet long. Many of these vessels are home ported in Seattle or Kodiak.

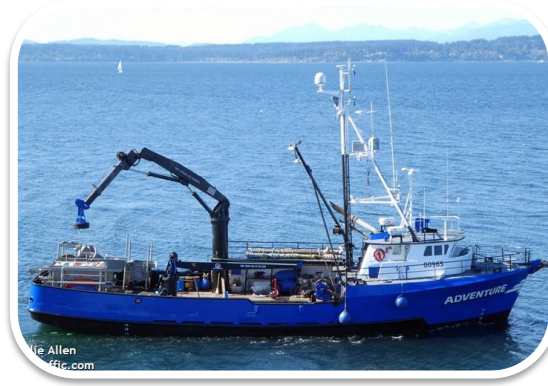
The Central Bering Sea Fishermen's Association (CBFSA) and its subsidiary own and operate seven large fishing vessels that engage in the crab, groundfish, salmon, and halibut fisheries.

See Appendix C for a list of registered crab vessels.

PHOTO 2 – BERING SEA CRABBERS



Aleutian Lady



Adventure

The table below outlines two typical crab vessels:

TABLE 2 – BERING SEA CRABBERS

Vessel	Aleutian Lady	Adventure
LOA	165'	90'
Breadth	38'	25'
Depth	11.5'	18'
Net Tons	135	145
Gross Tonnage	189	226

### 4.3 FUEL BARGE

North Pacific Fuel, a subsidiary of Petro Star, provides bulk fuel to Saint Paul. They have over a one-million-gallon storage capacity on the island and work to provide for the fuel needs of both the community and the Bering Sea crab vessel fleet. North Pacific Fuel generally makes two bulk fuel deliveries to the island each year with a 180-foot-long barge. The typical fuel capacity of the barge, as configured for Saint Paul Island, is 525,000 gallons.

TABLE 3 – FUEL BARGE SCT 180

Owner	Delta Western
LOA	180'
Breadth	54'
Depth	12' – 65'
Gross Tonnage	938
Deadweight Tons	1,938

#### 4.4 CARGO BARGES

Two primary barges that call at Saint Paul Island include a 285-foot-long Alaska Marine Line (AML) barge that handles refrigerated containers for seafood shipments and the 243.9-foot-long Coastal Nomad and Coastal Trader freighters, owned by Coastal Transportation. In addition, Bowhead Transport provides service to the island via the 150-foot-long M/V Uᅇalaq landing craft / cargo vessel.

TABLE 4 – CARGO BARGES

Owner	AML	Coastal Transportation Nomad	Bowhead Transport M/V Uᅇalaq	Dunlap Towing Tug MALOLO
LOA	285'	243.9'	150'	100
Breadth	78'	40'	50'	31
Depth	18'	26.5'	5'	13
TEU Capacity	540	-		
Deadweight Tons	7,071	-		
Gross Tonnage		1,920	400	300



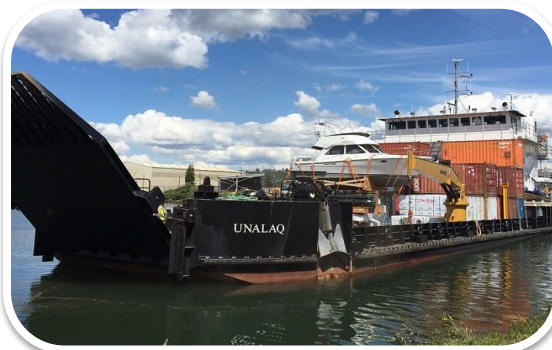
**PHOTO 3 – CARGO VESSELS**



Cargo Barge (Lynden Alaska  
Marine Lines)



Coastal Nomad (Coastal  
Transportation)



M/V Unalag (Bowhead  
Transportation)



Tug Malolo (Dunlap Towing)

#### **4.5 SECONDARY VESSELS**

In addition to vessels that currently and routinely call on the Port of Saint Paul there are other vessels that have the potential to enter the harbor under certain circumstances. These include catcher-processor fishing vessels, government and scientific support vessels, and tour boat / cruise vessels. The below listed vessels are shown to define the upper end of this part of the potential fleet. These vessels may or may not actually call on the harbor.

**PHOTO 4 – SECONDARY VESSELS**



Northern Eagle



Fairweather



MS Roald Amundsen

**TABLE 5 – SECONDARY VESSELS**

Owner	American Seafoods	NOAA	Hurtigruten
Vessel	Northern Eagle	Fairweather	MS Roald Amundsen
LOA	341'	231'	459'
Breadth	52'	42'	77'
Depth	26'	15.5'	18'
Deadweight Tons	2,690	695	1,800
Gross Tonnage	5,308	1,591	20,889

## 5.0 EXISTING INNER HARBOR FACILITIES

### 5.1 SMALL BOAT HARBOR

In 2009 -2010 floating docks were installed in the small boat harbor, which is maintained at a depth of 12 feet MLLW. These provide moorage for the local fleet and are removed seasonally. They are generally designed for vessels 35-feet-long and under. The floating docks are horizontal steel truss framed with polyethylene floatation tubs and a steel grate deck. The main floats are modules that are 14 feet wide and 40 feet long. They are connected to each other with hinges and pins at the ends. There are also seven finger floats that are each 8 feet wide and 36 feet long. These are connected into the center of the main floats at 40-foot spacing. There is no potable water, electrical, fire suppression, or other utilities. There are approximately 15 slips for vessels 35 feet and less in length. In addition, there is about 1000 feet of side-tie moorage available.

The small boat harbor and floating docks appear to be in very good condition.

**PHOTO 5 – SMALL BOAT HARBOR**



Small Boat Harbor



Small Boat Harbor

## **5.2 WEST LANDING**

The west landing consists of a concrete bulkhead with a small approach trestle and six dolphins. There are four dolphins on the west and two on the east. Three of the dolphins have tire fenders. The others have no fenders. Each dolphin consists of three steel pipe piles, one vertical and two batters. The approach trestle is 12 feet wide, steel framed, supported by adjacent dolphins, and timber decked.

This facility was previously used to moor the Arctic Star, a floating processor for Icicle Seafoods. The processor was removed in the early 2000s.

The west landing is in poor condition. There is significant rust on the steel dolphins and the concrete abutment is somewhat dilapidated. The water depths are too shallow for crab vessel moorage. The facility is not currently used.

**PHOTO 6 – WEST LANDING**



West Landing Bulkhead



West Landing Trestle



West Landing Dolphins

### 5.3 TDX/TRIDENT DOCK

The TDX/Trident Dock was constructed in 1989. It is a steel pile supported, precast concrete deck dock, approximately 294 feet long and 38 feet wide. There are fenders on the face of the dock consisting of steel piling with a timber face panel. The energy is absorbed via side loaded tires that are placed between the upper edge of the face panel and the deck of the dock. There are three pedestal cranes along the face of the dock. These are used to unload seafood product from commercial fishing vessels. There is also a fuel header at this dock that is used to service the Trident fleet as well as all vessels owned by TDX Services.

The dock is in fair condition. There is significant rust on the steel piling.

The seafood is loaded into brailers (a type of net container) and then lifted from the hold of the vessel onto the dock. From there the brailers are transported to the hoppers on the side of the building for processing. Processed seafood is loaded into refrigerated containers and then transported via commercial barge to the lower 48 states.

PHOTO 7 – TDX/TRIDENT DOCK



TDX/Trident Dock Face



TDX/Trident Dock Deck

### 5.4 CITY SOUTH DOCK

The City South dock is a concrete caisson/barge unit that was built by Concrete Technology in Tacoma Washington, towed/floated into position, then set on the bottom and filled with gravel. The as-built drawings are dated 1989. It has a 200-foot-long face and is 40 feet wide. The top has a 6-foot tall by 2-foot-thick parapet at the outer edge / dock face. Behind this is gravel-fill deck surface. The timber bullrails are in very poor condition and are missing on part of the dock. The fender system consists of tires that have been hung on chains down the face of the dock. There are ladders on the face that have been smashed nearly flat by vessel impact. There is a fuel header that the city maintains at this dock. There are several concrete-block deadmen chain anchors that have been added to the dock for enhanced mooring line capacity.

There are a pair of winches and fairleads, one at each end to aid in mooring the AML barge at the dock.



**PHOTO 8 – SOUTH DOCK BARGE WINCH**



South Dock Barge Winch

The fenders, ladders, and bullrails are in poor condition. The hull of the dock appears to be in fair condition.

**PHOTO 9 – CITY SOUTH DOCK**



City South Dock



City South Dock

## **5.5 FORMER FLOATING PROCESSOR MOORAGE (CITY PIER 1 AND 2)**

At one point, UniSea had a floating fish processing plant at the site. It has been removed. There are two approach trestles and several deadmen anchors left. Each approach trestle is about 30 feet wide and 70 feet long. Each is steel pipe pile supported with steel framing and a heavy timber deck. Each trestle is in poor condition with heavy rust on all steel members. These are currently used for temporary moorage; however, they were not designed for this function. They are known locally as City Pier 1 and 2.

**PHOTO 10 – FORMER UNISEA MOORING**



Former UniSea Mooring



Former UniSea Mooring

## **5.6 CITY NORTH DOCK**

The City North Dock is a steel H pile supported, steel framed, concrete deck dock. It is 100 feet long and about 53 feet wide. There are three dolphin structures on the north and one on the south. The dolphins are built from steel pipe piles and have tire energy absorbers. There is damage to the concrete at each corner of the dock. The north end has significant concrete damage with exposed rebar. The fender consists of rubber cylinders hung along the concrete face by chains. The dock is in poor condition.

**PHOTO 11 – CITY NORTH DOCK**



City North Dock



City North Dock

## **5.7 TRIBAL DOCK**

The Tribal Dock is a steel pipe pile supported, steel framed, timber deck dock. It is 60 feet long and was constructed in 2015. It provides access and support to the vessel repair facility adjacent to the small boat basin. It is in very good condition.

**PHOTO 12 – TRIBAL DOCK**



Tribal Dock



**TABLE 6 – CURRENT MOORAGE FACILITIES**

Facility	Moorage Length	Condition	Comments
Small Boat Harbor	15 each 35' slips 1000' side tie	Good	Suitable for vessels generally less than 35 feet long.
West Landing	300' (approximate)	Poor	Abandoned side tie moorage for floating processor. Too shallow for use.
TDX/Trident Dock	294'	Fair	The main dock for crab vessels. Poor wave climate in storm conditions.
City South Dock	200'	Fair to Poor	The main dock for cargo and fuel barges. Poor wave climate in storm conditions.
Former UniSea Moorage	2 each at 30'	Poor	Abandoned side tie moorage for floating processor. Used for occasional temporary moorage.
City North Dock	100'	Poor	Available in favorable weather conditions only. Often unavailable due to extremely poor wave climate near the end of the breakwater.
Tribal Dock	60'	Good	Provides support and access to the vessel repair facility.

## 5.7 HARBORMASTER OFFICE

The harbormaster office is located adjacent to the breakwater near the City South Dock. It is a one-story, timber-framed structure approximately 42 feet long and 19.5 feet wide. It is in poor condition. It is subject to water damage from waves and spray overtopping the breakwater. The roof has been repaired several times. Concrete blocks have been placed as a perimeter defense against waves along the back of the building.



**PHOTO 13 – HARBORMASTER OFFICE**



Harbormaster Office Front



Harbormaster Office Back

## 5.8 LOCAL HEAVY EQUIPMENT

There is significant local heavy equipment on the island. This is important when considering the cost of mobilization to the site for marine construction projects.

Cranes – There are two Manitowoc 4000 cranes and several boom sections on the island. One of the cranes appears to be in like-new condition. There is a Grove hydraulic telescoping boom crane in like-new condition on the island. There are also large backhoes, loaders, and dump trucks on the island.

**PHOTO 14 – HEAVY EQUIPMENT**



Heavy Equipment



Heavy Equipment



Heavy Equipment



Heavy Equipment

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## 5.9 GENERAL OBSERVATIONS ON HARBOR INFRASTRUCTURE

Moorage Capacity – There is approximately 600 feet of moorage for large vessels in the harbor between the Trident Dock (294'), City South Dock (200'), and City North Dock (100'). During rough weather this is reduced to 500' because the City North dock will be unavailable. In rough weather (which is often) there is only room for one barge and two or possibly three crab vessels. This is inadequate for the existing fleet and provides no capacity for emergencies or new vessels. The USACE originally identified 36 crab vessels in the fleet as part of the design basis for the breakwaters. There are now some 70 crab vessels that may call upon the harbor.

Due to the limited capacity described above, there is currently no long-term berthing available to the Bering Sea crab fleet. All moorage is short term transient, and the vessels only stay there long enough for their cargo operations. The crab fleet vessels all use other harbors for off-season moorage. Providing some long-term moorage could reduce transportation and fuel costs for some vessels.

Wave Climate – The wave climate is less than ideal under a variety of conditions:

- The entrance channel requires a 90-degree turn, which results in the vessels turning sideways into steep shoaling waves and being “in the trough.” Navigation into the harbor is very challenging and dangerous.
- The breakwater is routinely overtopped by waves and the harbormaster office has been damaged by these events.
- The North Dock is routinely closed due to adverse wave climate.
- The long-period waves cause large horizontal motion of moored vessels inside the harbor and have resulted in broken mooring lines.

Corrosion – There is significant corrosion on the steel elements near the waterfront. In many cases this appears to be extreme with heavy laminations of rust and significant section loss of the base metal. There is little evidence of remaining galvanizing nor any evidence of sacrificial anodes. New development should include hot-dip galvanized steel with sacrificial anodes below the waterline.

Fenders – The majority of the fender systems use rubber tires as the energy absorbing element. This is somewhat commonplace in remote Alaska commercial fishing support facilities. Rubber tires are not engineered to be used in a modern marine fender system. There are no published values for the amount of kinetic energy they can absorb nor the reaction they will produce under berthing loads. There are no published design standards for these. New development should include modern, energy-absorbing fenders with published design values. These should be sized for the design vessel under adverse mooring conditions.

PHOTO 15 - FENDERS



Dolphin with tire fenders



Modern engineered fender system

Mooring Cleats and Bollards - The harbor users and stakeholders unanimously agreed that, due to the adverse wave environment, existing bollards and cleats are insufficient for the mooring loads. Deadmen anchors with chain seem to work better due to larger capacity. Future development should include oversized bollards and/or deadmen anchors with chain designed for mooring in extreme conditions.

## 6.0 FEDERALLY INSTALLED AND MAINTAINED HARBOR FACILITIES

The contribution and benefit of federal involvement in the development of the breakwaters and existing harbor cannot be overestimated.

### 6.1 HISTORY OF FEDERAL INVOLVEMENT IN BREAKWATERS

Below is a summary (paraphrased) of three phases of development outlined in the 2006 UASCE General Reevaluation Report - Saint Paul Small Boat Harbor Saint Paul, Alaska:

***Phase 1: Harbor Development*** A feasibility study and environmental impact statement to investigate navigational problems and opportunities in relation to Saint Paul Island and the eastern Bering Sea were completed in 1982. This report presented a harbor designed to accommodate vessels up to 120 feet and had a design fleet of 36 crabbing and bottomfish vessels. The project was based upon a design wave of 16.5 feet and 9.7 seconds for a fifty-year storm. Project features included a 1,800-foot breakwater, and an entrance channel and maneuvering area.

In 1983, a Chief of Engineers Report on the project was transmitted to the Secretary of the Army for review. This report and the plan it recommended were authorized in WRDA 1986. Also authorized in WRDA 1986, was the law (Section 204(e)) that permitted non-federal sponsors to undertake navigation improvements in harbors of the United States, subject to certain limitations. In December 1986, the city of Saint Paul requested permission to construct the authorized harbor under the authority of Section 204(e).

In 1988, the Corps completed the GDM for the harbor project, in which the project design included a main breakwater 1,050 feet long, 37 feet high; an inner breakwater 1,000 feet long, 18 feet high;

*a turning basin of 2 acres at a depth of 18 feet; a 700-foot dock; and a six-acre mooring basin. By 1990, construction of the general navigation features was completed. The Phase 1 harbor features are shown on Figure 2.*

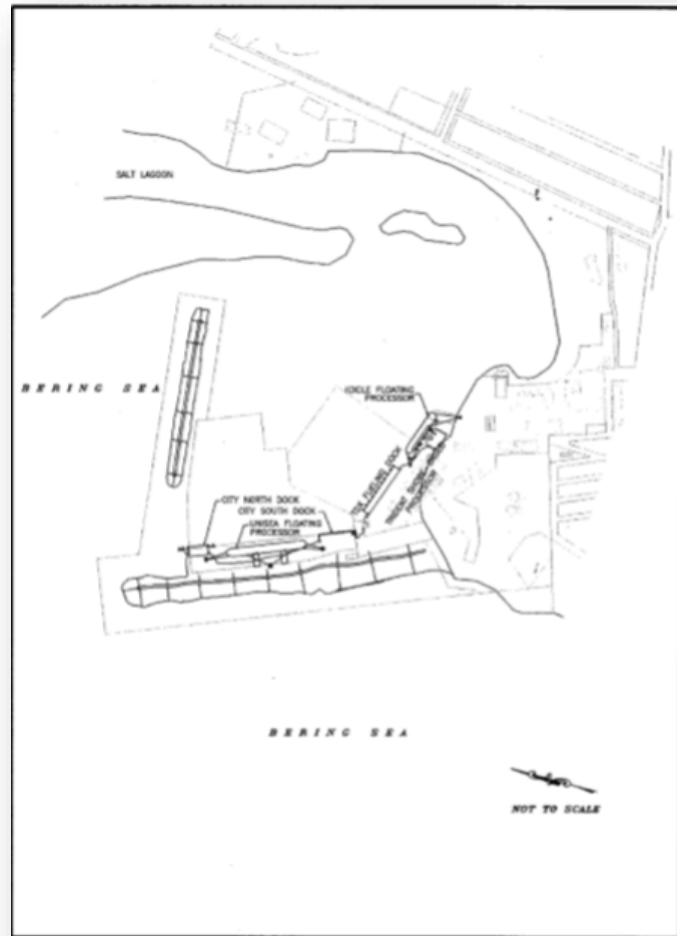


FIGURE 2 - PHASE 1 HARBOR

**Phase 2: Harbor Improvements** - Following completion of harbor construction in 1990, unanticipated demand for harbor services was experienced in Saint Paul Harbor. Harbor modifications were required to accommodate the increased boat and ship traffic, including refrigerated cargo vessels larger than 300 feet in length. In addition, the constructed breakwater continued to experience problems with overtopping by storm waves causing damage to vessels and facilities.

A feasibility study of needed harbor improvements was completed in 1996. The recommended plan increased the depth of the entrance channel to -30 feet MLLW, a maneuvering basin at -29 feet MLLW, a spending beach on the lee side of the detached breakwater, and three offshore reefs parallel to the main breakwater, each 1,300 feet long at a depth of -12 feet MLLW. As an environmental restoration measure to restore water circulation and biological productivity to Salt Lagoon, the natural entrance channel to the lagoon was realigned. The project, recommended in



*the 1996 feasibility report, was authorized by Section 101 (b)(3) of the WRDA 1996 (1 10 Stat. 3667).*

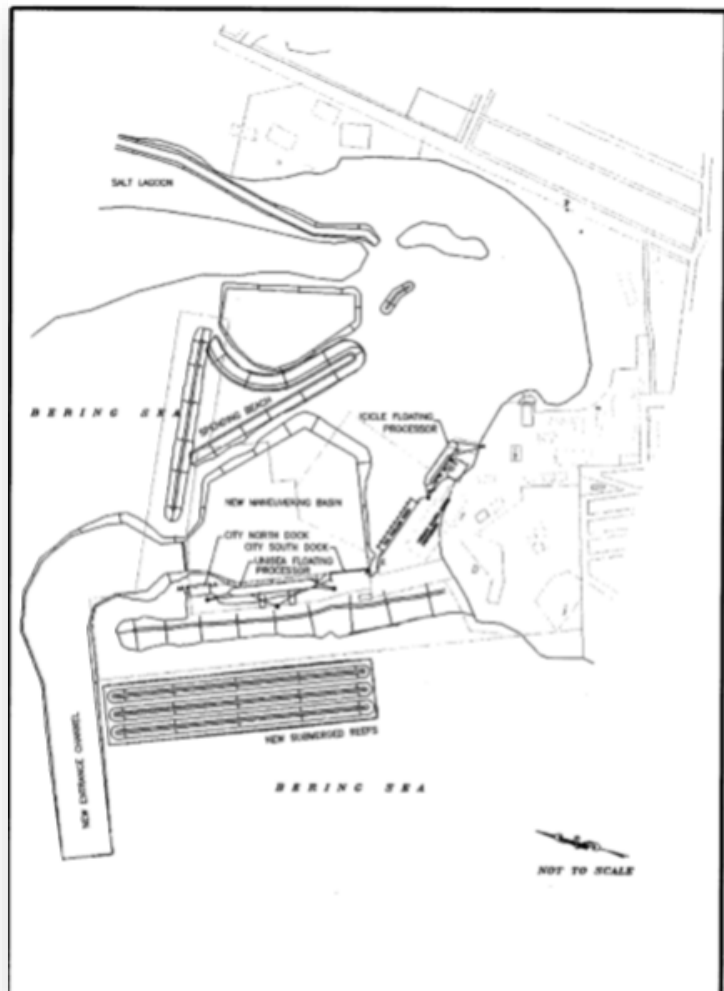


FIGURE 3 - PHASE 2 HARBOR

**Phase 3: Small Boat Harbor Development** – A 1996 report presented the findings of a study of the feasibility of adding a small boat harbor to the project. The study found the project to be engineering sound, economically justified as a last added increment to the existing project, politically acceptable, and implementable.

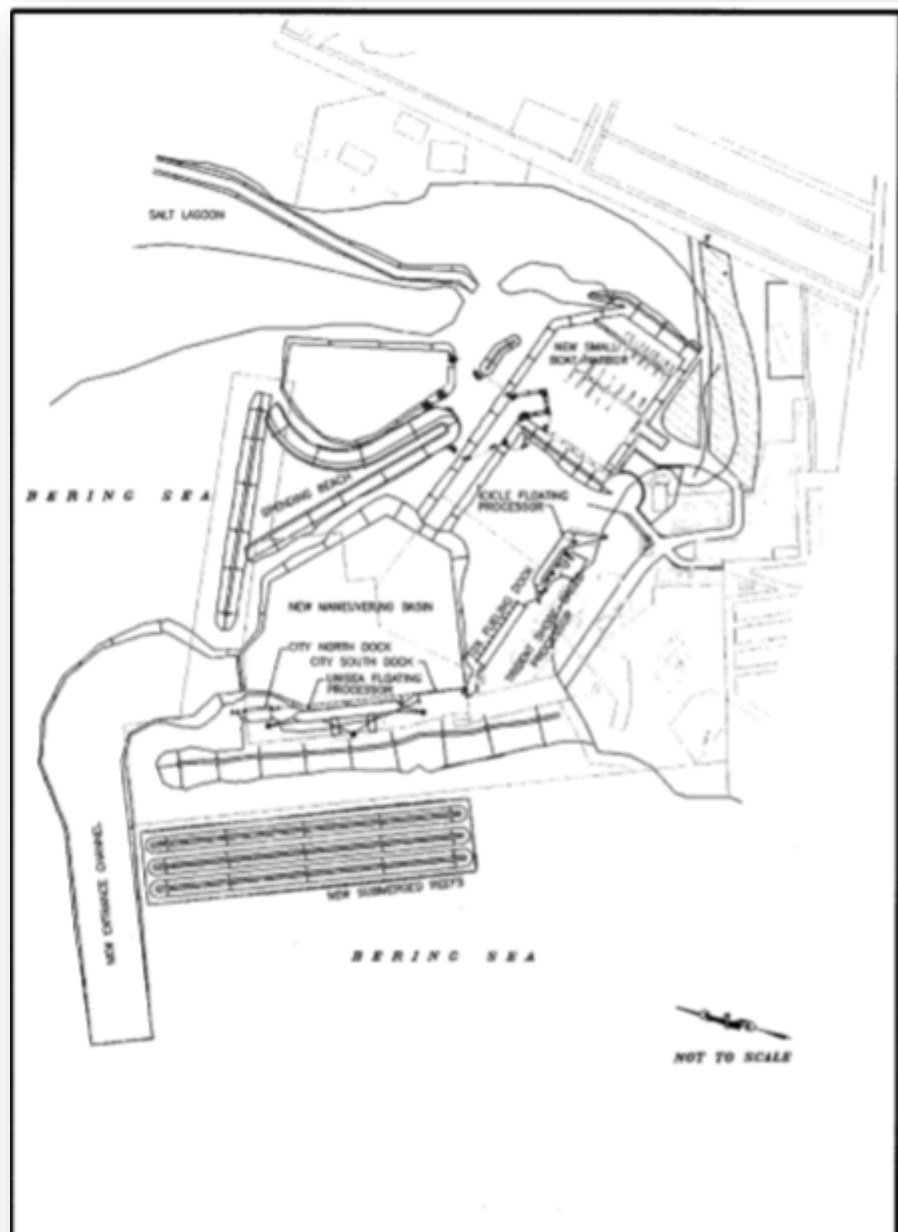


FIGURE 4 - PHASE 3 HARBOR

## 6.2 CORPS PROCESS

Eligible projects include general navigation features such as breakwaters, entrance channels, and turning basins. Inner harbor facilities, such as docks and uplands are not included. Projects must show a positive benefit to national economic development (NED).

Federal projects developed under the USACE typically undergo a series of phases that may include:

- **Reconnaissance or preliminary studies.** This may include benefit-cost analysis, and an initial determination if a National Economic Benefit exists.
- **Feasibility studies,** including more detailed concept development, some field work and more detailed economic analysis.
- **Environmental work,** including National Environmental Protection Act (NEPA) compliance and permitting.
- **Preconstruction Engineering and Design (PED).**
- **Construction.**

Each of the above steps can take years to complete. Each step may involve cost sharing with the local sponsor (City).

The procedures the USACE follows during the PED process are outlined in several documents, including “ER 1110-2-1150 Engineering and Design for Civil Works Projects”. ER 1110-2-1150 states: “The PED Phase is the phase during which the design is finalized, the plans and specifications (P&S) are prepared, and the construction contract is prepared for advertising.”

This phase may include the following activities:

- Execution of a cost sharing agreement with the local/non-federal sponsor.
- Preparation of design documentation reports that provide the technical basis for the plans and specifications.
- A technical review conference, typically held early in the PED process and may include a site visit.
- Preparation of permit applications.
- Value engineering. This will include a multi-discipline team to examine life-cycle costs, risks, and provide an MCACES cost estimate.
- Identification and mitigation of any hazardous, toxic, and radioactive waste.
- Relocations. During the PED process, decisions must be made on who will accomplish relocation designs and how relocations will be coordinated with the other elements of the project.
- Model studies. Any modeling studies or ship simulation studies required, but not previously performed during feasibility, shall be conducted during the PED phase.
- Plans and specifications, prepared to USACE formatting requirements.
- Independent government cost estimates. This estimate serves as the document for evaluating contractor bids as a fair and reasonable cost to the government.
- Engineering considerations and instructions for field personnel.
- Independent technical review.

The above is a partial list of some of the main steps that the USACE may undertake in the development of the design. Much of this process is driven by required procedures internal to the federal government. Certain steps may be available for non-federal sponsor participation under the cost sharing agreement.

## **7.0 DEVELOPMENT OPTIONS, ALTERNATIVES AND PHASES:**

Three broad phases were identified for planning and development:

- Phase 1: Upgrade and expand existing inner harbor facilities for larger vessel moorage.
- Phase 2: Expand the breakwater and revise the entrance channel.

- Phase 3: Relocate the exit to the Salt Lagoon, expand the uplands, and expand the inner harbor.

Each of these will be discussed in further detail below.

## **7.1 PHASE 1: UPGRADE AND EXPAND EXISTING INNER HARBOR FACILITIES**

Phase 1 includes incremental renovation, replacement, and expansion of the existing large vessel moorage docks. The inner harbor facilities are non-federally owned and operated. They include a mix of properties that are city, privately, or tribally owned. Over \$90 million in improvements have been identified for the inner harbor facilities.

Incremental project elements include:

### **7.1.1 Renovations to the City South Dock.**

This facility has substandard fenders and inadequate moorage cleats. The timber bullrails are in poor condition or are missing. There is damage to the concrete at the face of the dock. A renovation project should include:

- New modern fender system
- New mooring bollards at each corner
- New bullrails
- Repairs to the concrete at the face of the dock

**PHOTO 16 – MODERN FENDERS**



Dock face with modern fenders

### **7.1.2 A New Harbormaster's Office**



The existing harbormaster's office is located adjacent to the breakwater and subjected to wave damage due to overtopping in large storms. It is also in poor shape. A concept design for a new, two-story harbormaster's office was provided by KPB Architects as part of this project. The concept design has garage-type, industrial space on the ground floor and office space on the second floor. The new harbormaster's office should be relocated from the current site. Ideally, it would be situated in a location not subjected to wave overtopping and away from industrial cargo operations. Options for the location include:

- Behind the fuel header on the City South Dock.
- In a new fill section between the City South Dock and the Trident Dock.
- In the uplands near the small boat harbor. (This option has a number of benefits but requires coordination with TDX over land use).



FIGURE 5 - CONCEPT OF NEW HARBORMASTER OFFICE

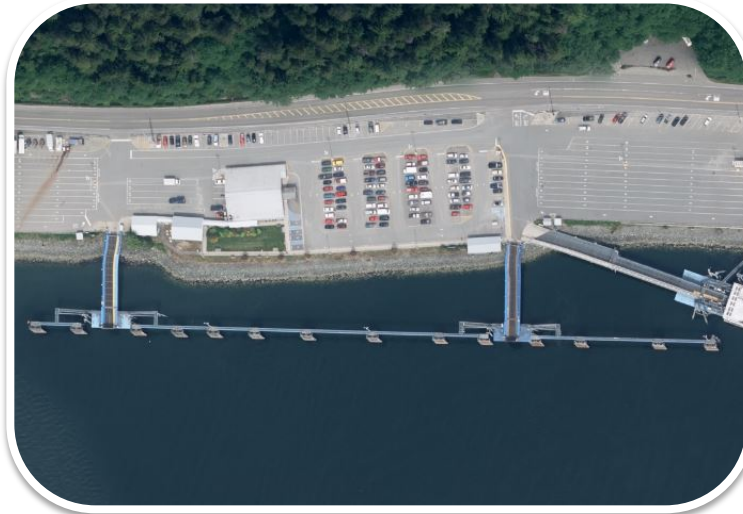
### **7.1.3      *The addition of side-tie breasting dolphin moorage with catwalk access***

One of the most efficient and cost-effective ways to provide additional moorage is through breasting dolphins. This system has limited shore access for cargo transfer. Dolphins are groups of piling with a modern, energy-absorbing fender system. Dolphins may be joined together with catwalks for access for mooring line handling. There are several options for breasting dolphins, each with differing capacities and levels of service:

- Three-pile dolphin with modern, energy-absorbing fenders. These are a cost-effective way to provide a modern fender system. It includes a central vertical pile with two-batter piling. The energy unit and face plate is affixed to the central vertical pile.

- Four- or Five-pile dolphin with modern, energy-absorbing fenders. These have a higher capacity and may be appropriate for larger mooring and berthing loads.

PHOTO 17 - AUKE BAY FERRY TERMINAL



Auke Bay ferry terminal with dolphins and catwalks

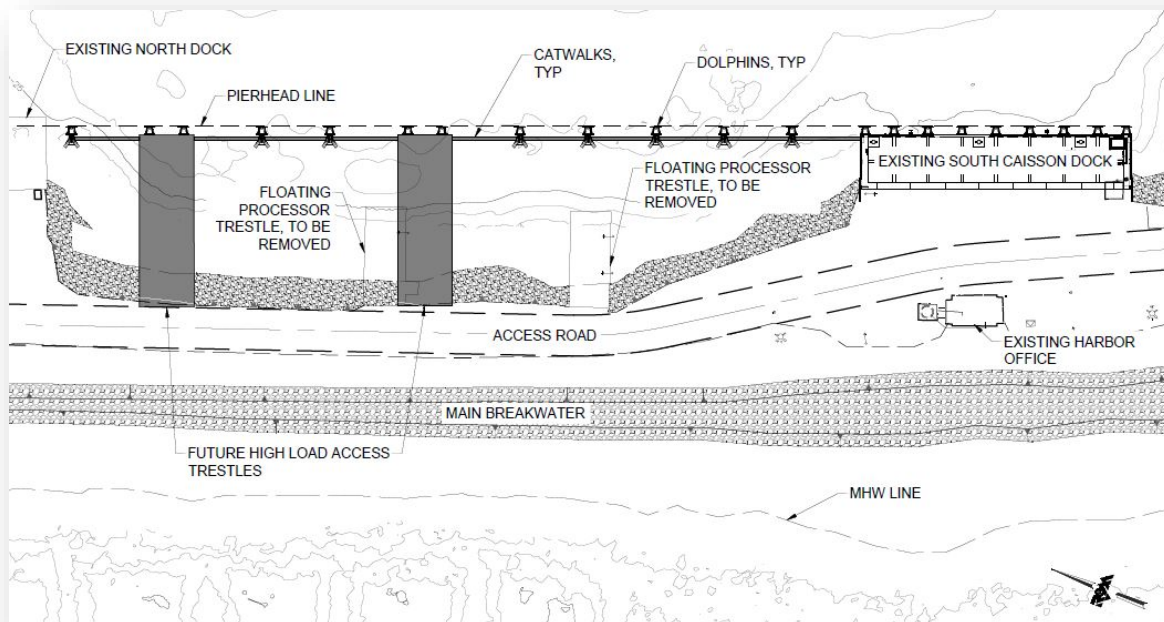


FIGURE 6 – PHASE 1: A DOLPHIN MOORAGE

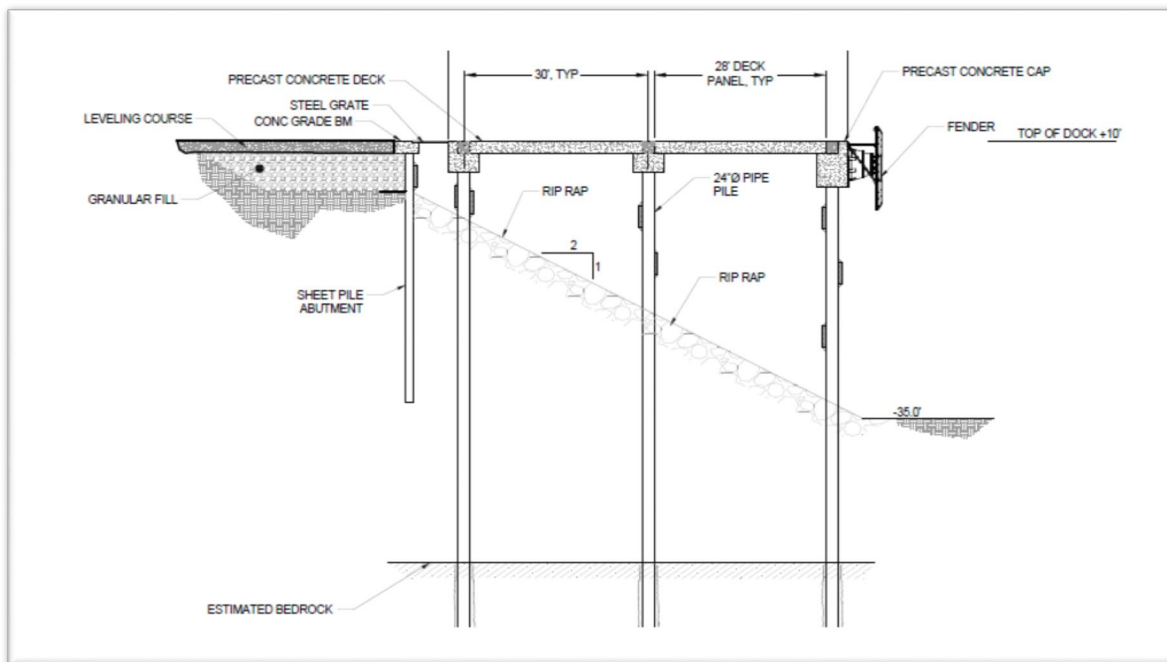
**7.1.4**      *The addition of access trestles or piers.*

These are similar in concept to the existing abandoned UniSea trestles. Most of the vessels may be berthed against dolphins, and the approach trestle can provide high load capacity access to the center of the vessel for cargo and personnel transfer. This system can provide reasonable levels of service and access at an efficient cost.

**7.1.5      *The addition of several new steel pipe pile-supported concrete deck platform docks.***

The highest level of service is to provide a pile-supported platform dock (like the existing Trident Dock.) This can provide both moorage and ship side access for cargo and personnel transfer operations. It is also the costliest option.

For this project, the use of precast concrete for the deck and pile caps is recommended. Concrete can be highly durable and corrosion resistant in the marine environment. Modular precast can be set up for efficient field assembly, saving time and labor costs. Hot-dip galvanized steel piling with sacrificial anodes can support the dock. Modern, energy-absorbing fenders can be installed on the face of the dock.



**FIGURE 7 - TYPICAL DOCK SECTION**

There are options for the size and type of elements with differing capacities and levels of service. For example, a section of the dock could be designed for general industrial cargo operations with a capacity in the 400 to 600 pounds-per-square-foot range. Another section of the dock could be designed for larger load capacities, such as those from a Manitowoc crane. This area might have a capacity of over 1,000 pounds per square foot and be supported by larger diameter piling and thicker deck panels.

**7.1.6      *The addition of shore power to several berths***

One concept is to provide dolphin moorage with limited, three-phase shore power. This could be used for longer-term berthing of crab vessels. Most, if not all, of the crab boats are fitted for three-phase power.

Their onshore power receptacles are probably 100 or 200 ampere pin & sleeve type. The shore power pedestals can be fabricated for their typical plugs, but the circuit breakers may be rated to allow much less power as long-term moorage does not require the use of all on-board equipment.

Shore power would require the following major tasks / components:

- Provide two pad-mount transformers at the dock's utility site, with one providing 480Y/277 volt and the other providing 208Y/120 volt three-phase power.
- Provide switchboards with utility metering and feeder circuit breakers adjacent to the utility transformers. The switchboard enclosures should be fabricated with stainless steel material. Provide utility meters with each feeder. The switchboards should be mounted to a concrete pad with the openings on the leeward side of the wind.
- Provide two, 208Y/120-volt, three-phase, 60-ampere (maximum) feeders to individual pedestals for vessel shore power. The pedestals should be fabricated with painted stainless-steel enclosures with a pin & sleeve receptacle for three-phase power, a 50-ampere, 208-volt single-phase receptacle, and a 30-ampere, 120-volt receptacle. Each receptacle should be protected with a circuit breaker with ground fault protective relaying.
- If floating processors or vessels with 480-volt power requirements are envisioned, provide single 480Y/277-volt feeders. Terminate the feeders to pedestals with a single circuit breaker with ground fault protective relaying. With the pedestal, include terminal blocks to allow future cable connections to vessels.

Benefits to the above improvements include:

- Additional moorage for the large vessel fleet
- Limited, long-term moorage with shore power
- Modern, energy-absorbing fenders
- A modern, safe, and more functional harbormaster office

### **7.1.7      *Phase 1 Rough order of magnitude cost estimates***

Rough order of magnitude cost estimates is outlined in the appendix and summarized in the table below. The following points should be noted:

- Mobilization and demobilization can be significant and can vary widely for a remote site such as Saint Paul Island. Also, these costs may be more depending on the number of separate projects advanced. It is generally more efficient to advance a large project as opposed to a series of small projects.
- 3 pile dolphins with modern fenders are estimated to cost about \$650,000 each not including engineering or mobilization.
- Pile supported platform docks and trestles are estimated to cost about \$750 per square foot not including engineering or mobilization. High load capacity docks are estimated to cost about \$1,000 per square foot.
- Buildings are estimated to cost between \$700 and \$1,000 per square foot not including engineering mobilization or utility extensions.



- Design engineering is estimated at 10% of construction cost. This does not include permitting or field investigations.
- Construction administration is estimated at 6% of construction cost.
- A 25% contingency is recommended at this level of estimating.

Note that these estimates are very preliminary and should be used for initial planning purposes only.

**TABLE 7 – PHASE 1 ROUGH ORDER OF MAGNITUDE COST ESTIMATES**

Facility Item	Unit Cost	Number	Cost
Mobilization and Demobilization	\$4,000,000	1	\$5,970,000
Demolition of Miscellaneous Structure	\$500,000	1	\$500,000
Refurbish South Dock	\$1,000,000	1	\$1,000,000
Dolphins	\$650,000	23	\$14,892,500
Platform Dock and Access Trestle	\$3,575,000	3	\$10,725,000
Harbormaster Office	\$1,500,000	1	\$1,523,652
Trident to South Dock Connection	\$750	9,000	\$6,750,000
Platform Dock at Vessel Repair Facility	\$750	27,000	\$20,250,000
Electrical and Lighting	\$2,500,000	1	\$2,500,000
		Sub Total Construction	\$64,110,952
		Engineering and Admin	\$10,800,000
		Sub Total Project	\$74,910,952
		25% Contingency	\$18,727,738
		<b>Total</b>	<b>\$93,638,690</b>

## **7.2 PHASE 2: EXPAND THE BREAKWATER AND REVISE THE ENTRANCE CHANNEL**

Phase 2 is centered on improving the wave climate in the harbor and providing additional moorage. This would include a USACE-led, rubble mound breakwater expansion project. Two options have been advanced for consideration.

Option A concept includes a new entrance channel approximately 500 feet wide with parallel breakwater jetties that define the channel from the harbor into deep water and a rubble mound extension to the north. The entrance channel breakwater jetties provide both enhanced wave protection and control of the longshore sediment transfer along the existing breakwater (that currently results in ongoing maintenance dredging). Maintaining deep water into the inner harbor will reduce shoaling of the waves. Some incident wave energy will be reduced by the side slopes of the jetties. The breakwater to the north provides both enhanced wave protection to the inner harbor and a new moorage basin with space for large vessels 500 feet or more in length. This is a harbor of refuge for the central Bering Sea.

A preliminary wave diffraction analysis was done as part of this project. This shows a large benefit to the inner harbor wave climate.



**FIGURE 8 – OPTION A BREAKWATERS**

Additional study should be done on the entrance channel navigation.

Benefits include:

- A safer entrance channel with improved navigation to the inner harbor
- Much better inner harbor wave climate
- The addition of 16.7 acres for moorage
- Reduction in maintenance dredging
- A harbor of refuge for large vessels

The Phase 2 Option A breakwaters are estimated to cost between \$170 and \$200 million, not including planning and engineering.

Option B concept is centered on breakwaters further offshore to provide a harbor of refuge for larger vessels.



**FIGURE 9 – OPTION B BREAKWATERS**

The Phase 2 Option B breakwaters are estimated to cost approximately \$500 million, not including planning and engineering.

Rough order of magnitude estimates for the breakwaters are based on the following unit costs:

- Primary armor rock \$300 per cubic yard 37% porosity
- Filter stone \$200 per cubic yard 37% porosity
- Toe berm \$200 per cubic yard 37% porosity
- Core rock \$150 per cubic yard 35% porosity
- Dredging \$10 per cubic yard

Note that breakwater rock prices can vary widely. Larger sized primary armor rock can be very expensive and premanufactured concrete armor units may be more cost efficient. Note that these estimates are very preliminary and should be used for initial planning purposes only.

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### **7.3 PHASE 3: RELOCATE THE EXIT TO THE SALT LAGOON, EXPAND THE UPLANDS, AND EXPAND THE INNER HARBOR**

Phase 3 is centered on relocating the exit to the salt lagoon and creating new uplands and additional moorage. The exit to the salt lagoon would be moved to the north. The dredged material would be used to fill in the lowlands where the current channel now lies. 17.2 acres of new uplands and an additional 16.4 acres of inner harbor moorage would be provided.

Phase 2 and 3 benefits include:

- The creation of usable uplands with the addition moorage
- The creation of side tie moorage
- The creation of small boat moorage in the salt lagoon
- The addition of a small boat launch ramp

### **7.4 GENERAL DESIGN FEATURES AND CONSIDERATIONS**

The following discussion outlines certain design features for consideration.

**Minimal use of bulkhead docks due to wave climate.** Due to the adverse wave climate, bulkhead type docks are not preferred. The vertical walls of a bulkhead dock will reflect wave energy. Conversely an armor rock slope associated with a platform dock or dolphin moorage will absorb energy and help to attenuate the waves.

**Provide engineered fender systems.** Tire fender systems are not specifically engineered for mooring and berthing use. An engineered rubber element is more efficient and predictable. A modern fender system with energy unit and face panel will provide superior mooring and berthing for the fleet.

**Establish a pierhead line.** Establishing a pierhead line parallel to the face of the City South Dock and another one parallel to the face of the Trident Dock will be beneficial. This can provide a continuous and contiguous berthing face, which could accommodate a wide range of vessels.

**Keep uplands clean for cargo movement.** It is beneficial to keep buildings and structures to a minimum around the dock face and away from the immediate adjacent uplands. It may be desirable to move the harbor master's office to a location away from the South Dock.

**Provide hot-dip galvanized steel with sacrificial anodes.** It would be beneficial to use hot-dip galvanized steel with sacrificial aluminum alloy anodes in new construction. The combination of these can provide a longer service life.

## **8.0 FINANCIAL FEASIBILITY ASSESSMENT**

This section presents an overview of the harbor's financial situation and presents annualized cost estimates from a life cycle cost analysis of a new platform dock and dolphins.

### **8.1 FINANCIAL OVERVIEW**

Historically, the City of Saint Paul has covered the cost of the harbor through its general fund. The city created its Harbor Fund in conjunction with a NOAA Coastal Energy Impact Program loan it took out in the 1980s for the harbor and bulk fuel improvements. The loan currently has a balance of approximately \$9 million. There has been a moratorium on repayment of the loan because of the crab crash in 1999–2000,



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and the city is in the process of having the loan forgiven by Congress. Once the loan is forgiven, the city plans to move the harbor's financial activity to the general fund and cover the cost of staffing the harbormaster position in its public safety fund. Unless there is an increase in the level of use of the harbor, the city plans to continue supporting the harbor with general funds.

The harbor's financial position has fluctuated over time, usually in response to specific events affecting use and expenses. Harbor revenues were significantly higher in 2016, for example, due to a harbor dredging project that generated dockage and wharfage revenue from the construction barge and delivery of rock. Payment of debt in 2017 resulted in a large repair and maintenance expense. The five years of the harbor fund's revenues and expenses for 2015–2019 are shown in Table 7. The audited financial statements for 2020 have not been published, but revenues totaled \$105,883 and total expenses were \$220,644, resulting in a net deficit of \$114,761 (City of St. Paul 2021).

**TABLE 8 – HARBOR ENTERPRISE FUND STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

	Calendar Year				
	2015	2016	2017	2018	2019
<b>Thousands of Dollars</b>					
<b>Operating Revenues</b>					
Harbor charges	103.3	375.3	55.4	44.2	90.2
<b>Operating Expenses</b>					
Salaries and wages	57.3	62.8	54.8	85.2	53.9
Employee benefits	20.6	18.2	14.6	43	25.3
Material and supplies	2.2	2.2	3.0	4.0	10.1
Fuel and utilities	27.9	21.6	26.3	10.4	13.7
Depreciation	98.2	98.2	98.2	64.7	64.7
Insurance	8.6	9.3	10.5	9.1	11.6
Repair and maintenance	0.0	4.3	1,777.7	0.0	2.3
Legal and consulting	0.0	13	0.1	0.0	0.6
Administrative cost allocation	18.7	19	13.2	17.3	24.2
Other general and administrative costs	0.0	0.0	0.0	0.0	5.0
Other services and charges	0.2	0.0	0.0	0.0	0.0
<b>Total Operating Expenses</b>	<b>233.6</b>	<b>248.6</b>	<b>1,998.5</b>	<b>233.7</b>	<b>211.5</b>
<b>Operating Income (Loss)</b>	<b>-130.4</b>	<b>126.8</b>	<b>-1,943.1</b>	<b>-189.6</b>	<b>-121.4</b>
<b>Nonoperating Revenues (Expenses)</b>					
Investment income (loss)	0.0	0.0	0.0	0.0	0.0
Loss on disposal of capital assets	-430.3	0.0	0.0	0.0	0.0
Loss on write off of construction in progress	0.0	0.0	0.0	0.0	0.0
State PERS relief	2.7	0.0	0.0	0.7	1.7
Harbor grant	0.0	0.0	0.0	0.0	0.0
Harbor project	0.0	0.0	0.0	0.0	0.0
<b>Net Nonoperating Revenues (Expenses)</b>	<b>-427.6</b>	<b>0</b>	<b>0.0</b>	<b>0.7</b>	<b>1.7</b>
Gain (loss) before transfers	-557.9	126.8	-1,943.1	-188.8	-119.7
Transfers in (out)	-22.3	0.0	0.0	0.0	0.0
<b>Change in Net Position</b>	<b>-580.2</b>	<b>126.8</b>	<b>-1,943.1</b>	<b>-188.8</b>	<b>-119.7</b>
<b>Net Position (Deficit), beginning</b>	<b>-328.4</b>	<b>-908.6</b>	<b>-781.8</b>	<b>-2,725.0</b>	<b>-2,913.9</b>
<b>Net Position (Deficit), ending</b>	<b>-908.6</b>	<b>-781.8</b>	<b>-2,724.9</b>	<b>-2,913.9</b>	<b>-3,033.5</b>

Notes: Net Position was restated in 2018 to recognize the City's proportional share of Net Other Postemployment Benefits from its participation in the State of Alaska's Public Employee Retirement System, based on GASB Statement No. 75.

Source: City of St. Paul (2020a).

Harbor rates are set annually in a master rate schedule published by the City Manager. The current rates for the harbor are shown in Figure 10.

CATEGORY/ITEM	RATE	NOTES
<b>Dockage (Commercial)</b>		
Minimum - Up to 3 hours	\$ 119.79	Any time over 3 hours will be billed per period
48'- 100'	\$ 219.62	12 - hour period
101'-125'	\$ 272.86	12 - hour period
126'-150'	\$ 319.44	12 - hour period
151'-175'	\$ 419.27	12 - hour period
176'-200'	\$ 472.51	12 - hour period
201'-225'	\$ 496.10	12 - hour period
226' +	\$ 605.61	12 - hour period
<b>Dockage (Pleasure Craft)</b>		
All pleasure vessels	\$ 83.19	24 - hour period
<b>Touch &amp; Go</b>		
All vessel classes	\$ -	If at dock less than 15 minutes
<b>Wharfage</b>		
Per 2,000 lbs, minimum cargo \$165.00	\$ 5.32	
Per empty containers, flat, skid	\$ 13.31	
<b>Crab Pots</b>		
Loading or offloading across City docks	\$ 2.66	Per pot
Repairing/working pots on City docks	\$ 9.08	Per pot
<b>Storage on the Dock</b>		
Authorized use only	\$ 1.14	Per square foot per day
Unauthorized use only	\$ 2.73	Per square foot per day
<b>Notes</b>		
<i>Equipment going over the City Docks will be charged wharfage. Exceptions only when used for rock dredging and loading.</i>		
<b>1-Acre Upland Storage</b>		
Authorized use only	\$ 0.19	Per square foot per day

Source: City of St. Paul (2020b).

FIGURE 10 – HARBOR RATES FROM CITY OF SAINT PAUL MASTER SCHEDULE

## 8.2 LIFE CYCLE COST ANALYSIS FINDINGS

The life cycle cost of a facility combines its construction cost with its operations, maintenance, and replacement costs over its useful life. This forward-looking approach uses the time value of money concept to “discount” future life cycle costs over a set period to a single net present value in present year dollars. That cost is then annualized to arrive at the portion of the facility’s life cycle cost that needs to be covered by revenues each year.

Typically, the discount rate used for a life cycle cost analysis is based on either an identified cost of capital for the operating entity or guidance from the Office of Management and Budget (OMB). OMB has set a negative value for its real discount rates, including for 30-year projects. This analysis instead assumes that the discount rate will be 0%, meaning that future costs are not discounted.

The study team prepared a cost estimate for a platform dock and dolphins. The total capital cost—including mobilization/demobilization, demolition, construction, and engineering and administration—is estimated at \$94.97 million. In addition to the capital cost, major maintenance and repair costs are expected on a regular basis, with approximately 1.5% of the original capital cost every five years and an

additional 3.7% (total of 5.2%) every fifteenth year. The net present value of those major maintenance and repair costs is \$14.08 million. On an annualized basis, with regular operating expenses (2009 through 2019 average for the harbor fund, excluding 2017) included, the annual cost of the platform dock and dolphins is \$2.88 million (Table 8). If only operating expenses and major maintenance and repairs are included, the annual cost would be \$505,000.

**TABLE 9 – ANNUALIZED COST OF PLATFORM DOCK AND DOLPHINS**

	<b>Net Present Value</b>	<b>Annualized Cost</b>
Capital Costs	\$94,970,000	\$2,374,250
Major Maintenance and Repairs	\$14,082,152	\$352,054
Regular Operating Expenses		\$153,097
<b>Total Cost: Platform Dock and Dolphins</b>		<b>\$2,879,401</b>

Table 9 presents the incremental cost of adding platform dock, per 100 feet of 65-foot-deep dock. Capital and O&M costs are expected to add \$141,000 of annual costs for each 100-foot length. If only major operations and maintenance are covered, the annual cost will be \$18,000.

**TABLE 10 – ANNUALIZED INCREMENTAL COST OF 100' x 65' PLATFORM DOCK**

	<b>Net Present Value</b>	<b>Annualized Cost</b>
Capital Costs	\$4,898,000	\$122,450
Major Maintenance and Repairs	\$726,275	\$18,157
<b>Total Cost: 100' x 65' Platform Dock</b>		<b>\$140,607</b>

### 8.3 FINANCIAL PROJECTIONS AND CONSIDERATIONS

Assuming the only major maintenance and repairs are covered by general funds, construction of the platform dock and dolphins will increase the cost to the city by an annualized \$352,000. The actual expenses are estimated to be \$1.4 million every five years plus an additional \$3.5 million (\$4.9 million total) every 15 years, assuming the city makes repairs on that schedule. To the extent that the city can receive grants or other support for this work, it could reduce this additional burden.

Increased activity in the harbor would affect this projection. However, at this time, no major changes are anticipated in the level of harbor usage. A summary of industry projections related to harbor use are as follows:

- Commercial Fishing:** The commercial fishing industry has been one of the major drivers of Saint Paul's economy. There had been two additional floating processors in the community, though they left after the crab fishery crashed in 1999–2000. Saint Paul is the only port that processes crab in the northern region of the Bering Sea, which benefits the community (Zavadil 2021); however, the fishing industry offers limited growth potential because most species of value are already being harvested. Expensive quota purchases, policy limitations, and equipment upgrades are prohibiting factors in participation in fisheries for other species (Agnew::Beck and Northern Economics 2017). The pollock fishery approaches \$1 billion some years, but it is all processed at sea. Processing finfish in Saint Paul would require a prohibitively expensive upgrade to



wastewater treatment and, due to regulations and costs, processors are less likely to invest in shore-based facilities for other species in the community (Zavadil 2021).

- **Tourism:** The Pribilof Islands are world-class birding destinations, in addition to Saint Paul offering opportunities to view other marine mammals, local historical and cultural attractions, and other activities. Accommodations are limited in the community, and the Trident facility offers the only meal service available. Air travel to Saint Paul Island is limited and weather dependent. Small cruise ships have come to the community on occasion in the past, though the harbor is not large enough to host large cruises; passengers must use skiffs to come to shore. Despite limitations, Saint Paul may have opportunities to boost its tourism, which would result in some limited increase in use of its harbor facilities. Vessels large enough to provide viewing stability for birders would be needed to increase harbor use for that purpose (Agnew::Beck and Northern Economics 2017, 2020).
- **Mining:** Saint Paul Island has sand, gravel, and scoria resources (Agnew::Beck and Northern Economics 2017). The Aleut Community of Saint Paul Island conducted a feasibility study for use of the scoria resource for local production of concrete that found that some production would be feasible but risky, especially given the low margins associated with manufacturing concrete products (Northern Economics 2018). Though no further action has been taken, if development of scoria concrete manufacturing were to take place, it could affect harbor usage by changing the nature of inbound and potential outbound raw materials.
- **Vessel Service:** The recently completed vessel repair facility could increase usage of the harbor by vessels that would otherwise have had to travel to another community to do maintenance (Aleut Community of Saint Paul Island 2021).

Overall, some potential exists for increased harbor usage, but it is uncertain at this time and may require improvements identified in Phases 2 and 3 in this report to accommodate the larger vessels needed to meet industry demand.

## 8.4 OTHER CONSIDERATIONS

The City will seek grants and other supportive funding for the new platform dock and dolphins. No major change in harbor usage is expected as part of these initial improvements and the city will likely continue to fund harbor operations through its general fund.

No changes to management of the facilities are anticipated because of these improvements. As noted above, the long-term plan is for the harbor facilities to be managed by City of Saint Paul staff, with the harbormaster position located within the Public Safety Fund.

## 9.0 RECOMMENDATIONS

The following outlines general recommendations:

**Document the existing wave climate.** It is recommended that the city establish a library of documentation of the adverse wave climate. This is important in establishing the need for improvements and in garnering funding. There are several online YouTube videos that show vessels entering the harbor in adverse conditions. These are highly compelling. In addition to the entrance channel videos of the North Dock and inner harbor, including moored vessels would be helpful. Having scalable objects in the image helps to provide realistic, science-based measurement of the wave heights and periods. Also, recording the day

and time of the event can provide a means to correlate conditions to the specific weather systems and tides of that day.

**Initiate a phased approach to inner harbor development and renovations.** Many inner harbor improvements have been identified. The practical reality is that incremental, phased improvements will be advanced based on available funding. Project elements can be combined based on funding into manageable projects. For example, a prioritized list may include the following:

- Upgrade and renovate city South dock.
- Replace the harbormaster office.
- Provide several hundred feet of dolphin moorage.
- Provide shore power.

**Initiate a USACE process for phases 2 and 3.** The USACE process must be initiated by “the local sponsor,” in this case the City. It will typically start with a problem statement and be followed by a study with a cost sharing agreement. As mentioned previously, the problem statement is centered on the adverse wave climate and ability to service the fleet.

# APPENDIX A

## Design and Development Drawings



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# Saint Paul Harbor

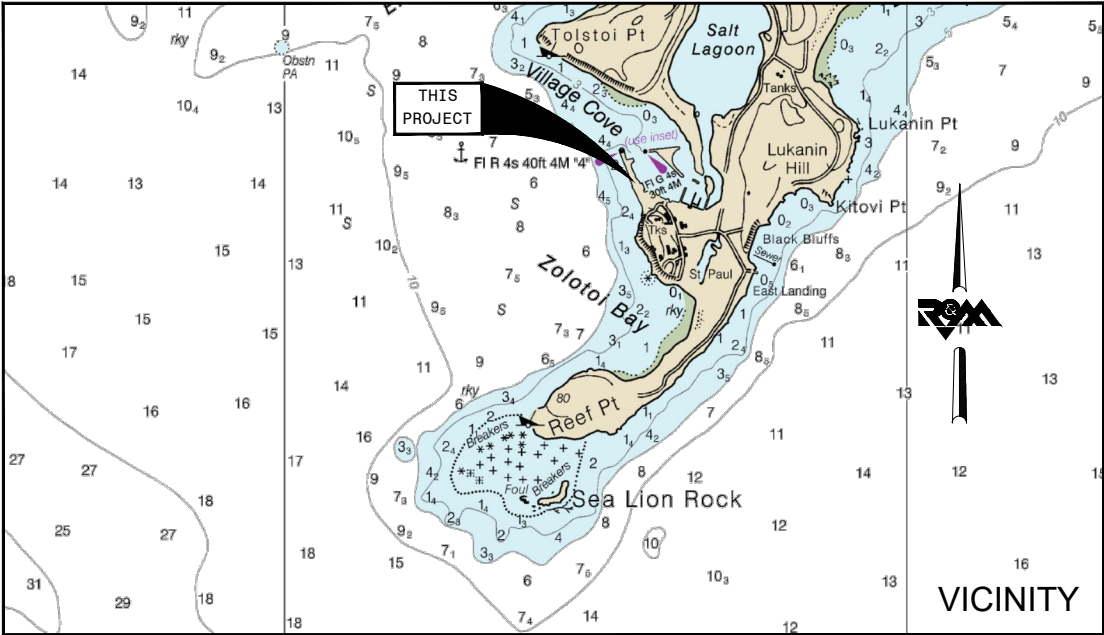
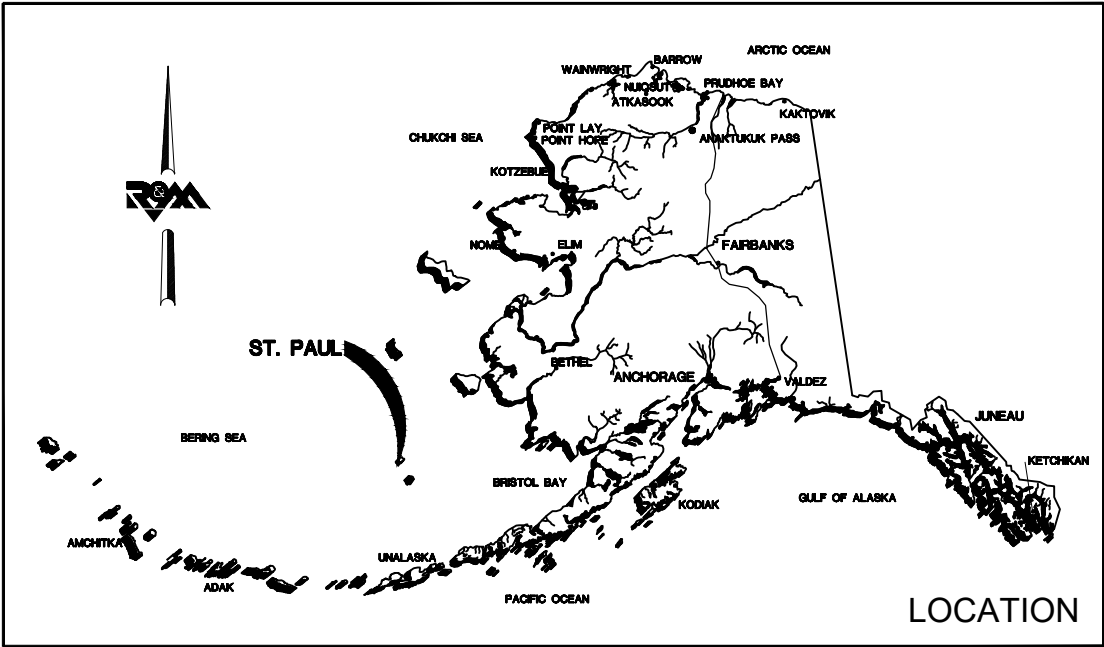
## Planning Drawings Saint Paul, Alaska JULY 2021

DESIGNED BY:



**R&M CONSULTANTS, INC.**  
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CORPORATE AUTHORIZATION NUMBER AECC111



INDEX OF DRAWINGS	
SHT	TITLE
G1	COVER
G2	DESIGN VESSELS
G3	EXISTING SITE PLAN
G4	BREAKWATER CONCEPT A
G5	BREAKWATER CONCEPT B
G6	BREAKWATER CONCEPT B
G7	PHASED SITE PLAN
G8	PROPOSED SITE PLAN
S1	PILE DOCK PLAN AND ELEVATION
S2	DOLPHIN DETAILS

INDEX



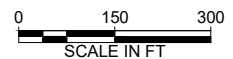


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Drawn By: <b>JC</b>	Checked By: <b>JD</b>
Date: <b>JUNE 2021</b>	
Phase: <b>CONCEPT PLANS</b>	
Project No: <b>2875.01</b>	
SHEET TITLE:	

## G2





Drawn By: <b>JC</b>	Checked By: <b>JD</b>
Date: <b>JULY 2021</b>	
Phase: <b>CONCEPT PLANS</b>	
Project No: <b>2875.01</b>	
SHEET TITLE: <b>EXISTING SITE PLAN</b>	





Scale: NTS



# Saint Paul Island, Alaska

[illegible]

Drawn By: <b>JC</b>	Checked By: <b>JD</b>
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Date: **JULY 2021**

## Phase: CONCEPT PLANS

Project No. 2875.01

SHEET TITLE:

### BREAKWATER CONCEPT A

SHEET NO: \_\_\_\_\_

# G4

Plotted 7/28/2021 9:23 AM by Jean Cumlat Z:\project\2875.01 C STPAUL Harbor Planning\Civil\ACAD\2875.01 - Breakwaters Concepts.dwg



1 BREAKWATER CONCEPT B

Scale: NTS

No.	Description	Date

Drawn By:	Checked By:
JC	JD
Date:	
JULY 2021	
Project:	
CONCEPT PLANS	
Project No:	
2875.01	
SHEET TITLE:	

BREAKWATER  
CONCEPT B

SHEET NO:

G5



R&M CONSULTANTS, INC.

9101 Vanguard Drive  
Anchorage, Alaska 99507  
rmconsult.com • email@rmconsult.com  
phone: 907.522.1707 • fax: 907.522.3403

CORPORATE AUTHORIZATION NUMBER AECC111

Saint Paul Harbor Feasibility Study  
Saint Paul Island, Alaska





Scale: NTS

**G6**





Scale: NTS

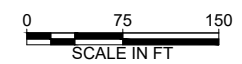
[illegible]

PHASED SITE PLAN

SHEET NO:
-----------



Plotted 7/28/2021 9:28 AM by Jean Cumlat



Drawn By: <b>JC</b>	Checked By: <b>JD</b>
Date: <b>JULY 2021</b>	
Issue: <b>CONCEPT PLANS</b>	
Project No: <b>2875.01</b>	
SHEET TITLE: <b>PROPOSED SITE PLAN</b>	

## G8









# S2

# APPENDIX B

## Harbormaster Office Concept Drawings



SAINT PAUL

SAINT PAUL HARBOR IMPROVEMENTS

SAINT PAUL, AK

CONCEPT

07.29.2021

ARCHITECT

KPB ARCHITECTS

500 L STREET, SUITE 400

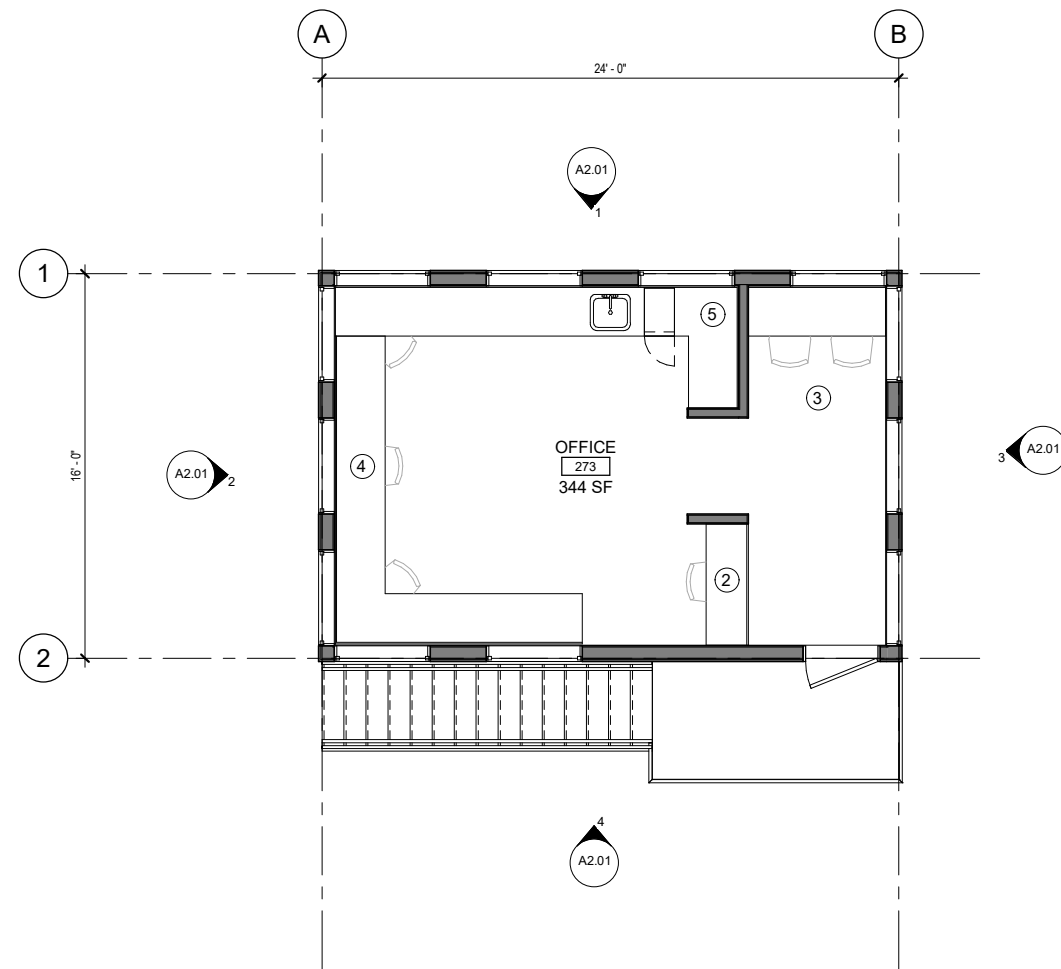
ANCHORAGE, ALASKA 99501

Ph: 907.274.7443

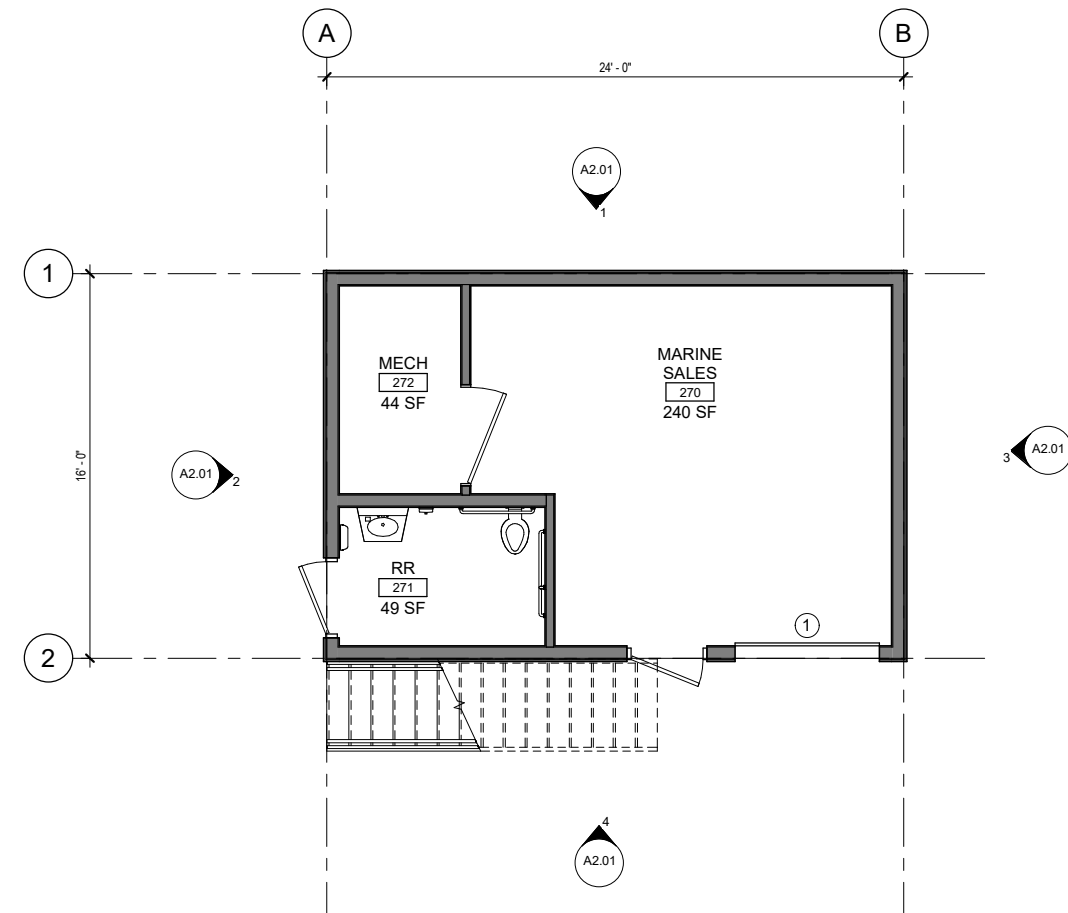


## REFERENCED PLAN NOTES

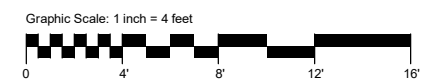
- 1 OVERHEAD GARAGE DOOR
- 2 CUSTOMER INTERFACE COUNTER
- 3 GUEST INTERNET SPACE
- 4 BUILT-IN CASEWORK DESKS AND STORAGE
- 5 KITCHENETTE



2 FLOOR PLAN -LEVEL 2  
1/4" = 1'-0"



1 FLOOR PLAN - LEVEL 1  
1/4" = 1'-0"



CONCEPT-NOT FOR CONSTRUCTION

REVISION SCHEDULE		
#	DESCRIPTION	DATE

JOB NO.	20067.01
DATE	07.29.2021
DRAWN	TN
REVIEWED	JS

SHEET NAME
FLOOR PLANS

SHEET NO.  
**A1.02**

HALF-SCALE AT 11X17



SAINT PAUL  
SAINT PAUL HARBOR  
IMPROVEMENTS  
CONCEPT  
SAINT PAUL, AK

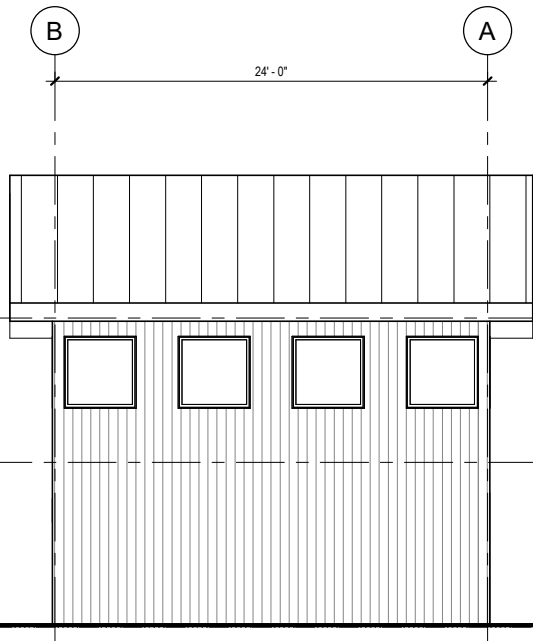
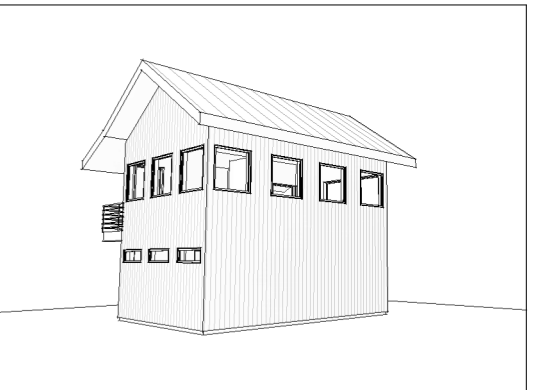
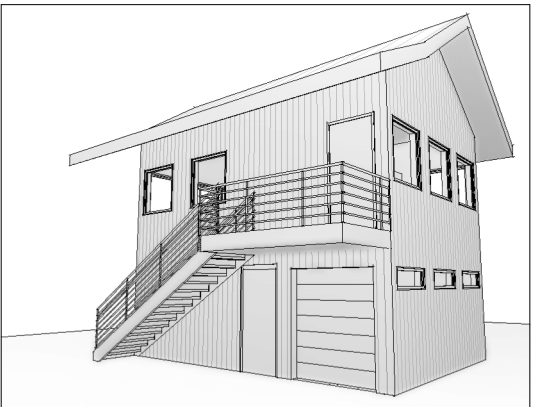
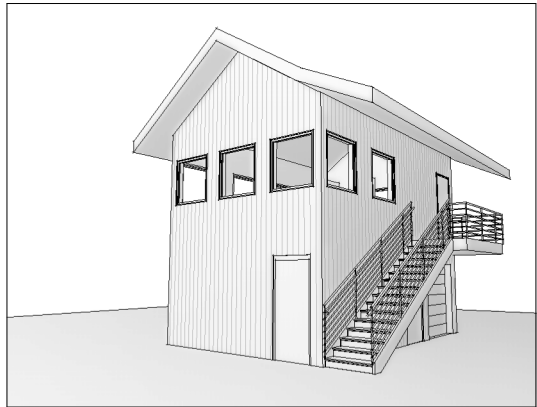
KPB ARCHITECTS

500 I. STREET, SUITE 400  
ANCHORAGE, AK 99501  
(V)907.274.7443 (F)907.274.7407  
WWW.KPBARCHITECTS.COM  
AK CORPORATION # 34752 D

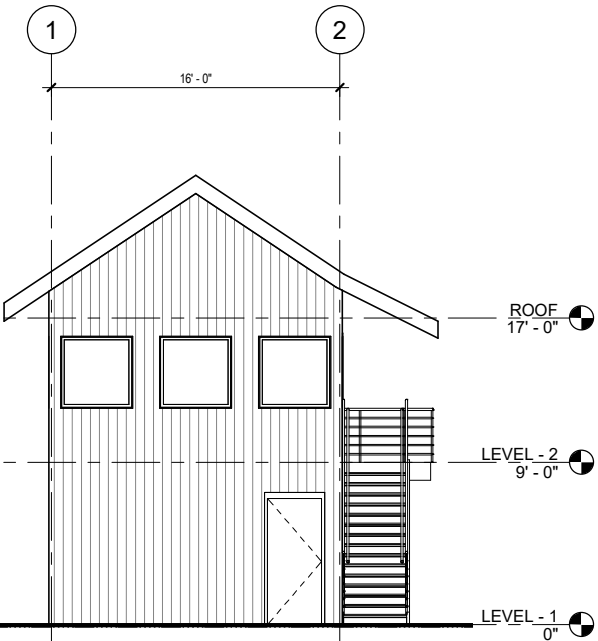


EXTERIOR MATERIAL LEGEND

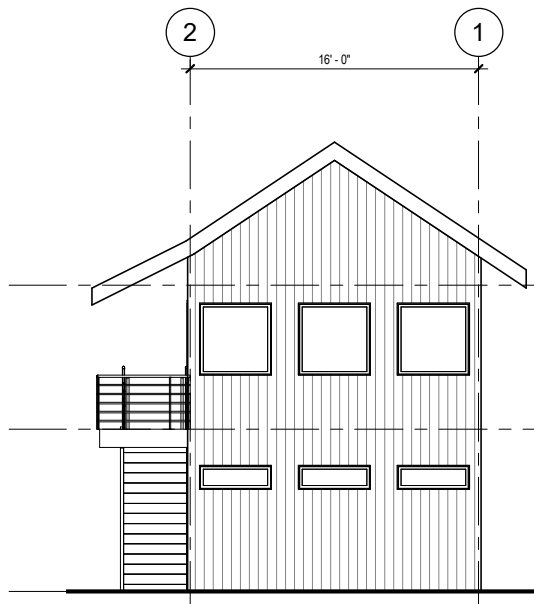
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	STANDING SEAM METAL ROOF
	CEDAR SIDING



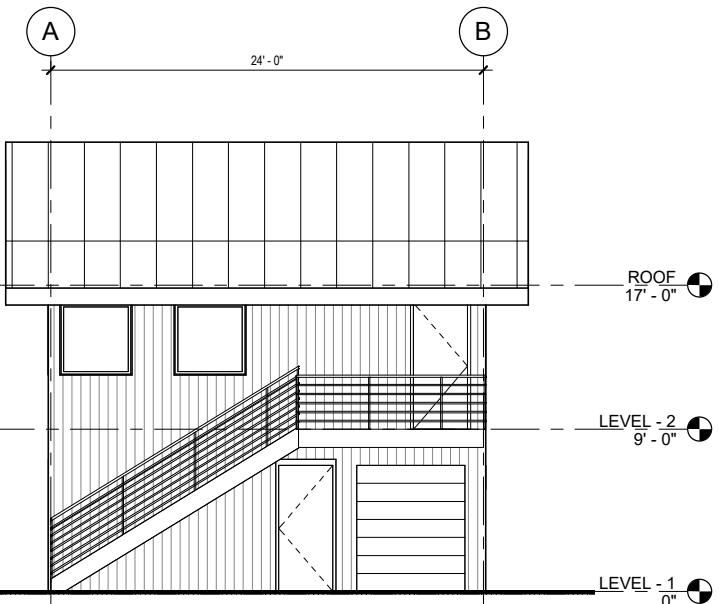
1 ELEVATION EAST NORTH  
3/16" = 1'-0"



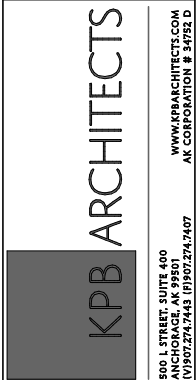
2 ELEVATION WEST  
3/16" = 1'-0"



3 ELEVATION EAST  
3/16" = 1'-0"



4 ELEVATION SOUTH  
3/16" = 1'-0"



SAINT PAUL  
SAINT PAUL HARBOR  
IMPROVEMENTS  
CONCEPT  
SAINT PAUL, AK

REVISION SCHEDULE		
#	DESCRIPTION	DATE

JOB NO.	20067.01
DATE	07.29.2021
DRAWN	TN
REVIEWED	JS

SHEET NAME  
EXTERIOR ELEVATIONS

SHEET NO.  
A2.01

HALF-SCALE AT 11X17

CONCEPT-NOT FOR CONSTRUCTION

# APPENDIX C

## Bering Sea Crab Vessels



Vessels from Dean	Notes	Year	ADFG Num	Year Built	Length	Gross Tons	Net Tons	Horse Pow	Hold Tank	Live Tank	C Fuel Capac	Home Port	Home Port Coast	Guar Vessel	Nan Owner	Nar Name	Type	Phone	File Num	Street	City	State	Zip Code	Country	Effective Date	Engine	Hull Type	Refrigerati	Salmon Re
Adventure	Assume it's this one, since St. Paul is the h	2020	965	1970	81	198	145	725	5500	5500	15000	SAINT PAU	AK	525956	ADVENTUR	ADVENTUR	C	9073736734	484421	850 S ROBI	WASILLA	AK	99654		12/4/2019 0:00	D	S	Yes	N/A
Alaska Spirit		2020	35949	1978	98	193	131	850	32000	12000	34000	KODIAK	AK	605674	ALASKA SPI	SCHMEIL		9074868587	843858	BOX 164	KODIAK	AK	99615		12/9/2019 0:00	D	S	Yes	N/A
Aleutian Lady		2020	56126	1966	165	189	135	1750	8500	8500	31000	SEATTLE	WA	504762	ALEUTIAN	SHELFORD	C	4257872576	890353	BOX 12946	MILL CREEK	WA	98082		43791	D	S	Yes	N/A
Aleutian Mariner (CDQ)		2020	35844	1979	118	199	126	1150	8300	8300	40000	SEATTLE	WA	602229	ALEUTIAN	ALEUTIAN	C	2067833018	810685	5470 SHILS	SEATTLE	WA	98107		12/3/2019 0:00	D	S	Yes	N/A
Aleutian Sable		2020	72318	1999	124	194	132	1320	8000	0	25000	JUNEAU	AK	1087790	ALEUTIAN	ARCTIC SA	C	9074444008	331366	916 DELAN	ANCHORA	AK	99501		12/9/2019 0:00	D	S	Yes	N/A
Arctic Hunter	Last CFEC registration in 2013	2013	32554	1978	102	193	131	940	4700	4000	42000	KODIAK	AK	592242	ARCTIC HU	ARCTIC HU	C	2535822580	694498	7216 INTEF	LAKEWOO	WA	98499		#####	D	S	Yes	N/A
Arctic Lady		2020	37210	1979	131	192	97	1450	12000	9000	5800	PORTLAND	OR	604215	ARCTIC LA	ARCTIC SUI	C	6024517752	974848	12042 SE S	CLACKAMA	OR	97015		12/2/2019 0:00	D	S	Yes	N/A
Arctic Mariner		2020	31792	1980	125	189	129	1125	0	9000	50000	SEATTLE	WA	618374	ARCTIC MA	FV ARCTIC	C	2067833018	931618	5470 SHILS	SEATTLE	WA	98107		12/3/2019 0:00	D	S	Yes	N/A
Arctic Sea		2020	33696	1978	134	485	145	1410	18000	18000	64000	SEATTLE	WA	596137	ARCTIC SE	ARCTIC SE	C	9072785151	469813	711 H ST #:	ANCHORA	AK	99501		#####	D	S	No	N/A
Atlantico		2020	37	1969	98	185	55	850	5000	5000	10000	KODIAK	AK	524452	ATLANTICC	ATLANTA C	C	9075122938	579742	BOX 1546	KODIAK	AK	99615		#####	D	S	Yes	N/A
Barbara J	Two, but this is the only one with pots and	2020	44971	1982	110	190	145	800	6600	6600	43000	ANACORTE	WA	648690	BARBARA J	TRIDENT SI	C	2067814524	590175	5303 SHILS	SEATTLE	WA	98107		#####	D	S	Yes	N/A
Ballyhoo		2020	3645	1944	177	455	172	1200	0	12000	44900	JUNEAU	AK	501812	BALLYHOO	ARCTIC PA	C	9072294986	450838	916 DELAN	ANCHORA	AK	99501		12/9/2019 0:00	D	S	Yes	N/A
Bering Hunter		2020	60865	1990	115	180	150	804	6000	6000	16000	KODIAK	AK	967014	BERING HU	BERING HU	C	5413748255	777599	BOX 98	CASCADE L	WA	97014		#####	D	S	Yes	N/A
Bering Sea		2020	52	1973	114	198	159	850	7500	7500	36000	SEATTLE	WA	554126	BERING SE	SNUG HAR	C	9073984938	484636	BOX 701	KENAI	AK	99611		12/5/2019 0:00	D	S	No	N/A
Bering Star		2020	4147	1978	108	198	135	850	7500	7500	45000	SEATTLE	WA	593310	BERING ST	BERING ST	C	2064921600	134117	5470 SHILS	SEATTLE	WA	98107		12/6/2019 0:00	D	S	Yes	N/A
Billikin		2020	20745	1973	132	389	281	1130	5000	3000	60000	SEATTLE	WA	550190	BILLIKIN	TRIDENT SI	C	2067814524	590175	5303 SHILS	SEATTLE	WA	98107		#####	D	S	Yes	N/A
Bountiful	Assume it's this one, since Trident is the o	2020	34053	1978	165	909	793	1700	50000	2500	130000	SEATTLE	WA	593404	BOUNTIFU	TRIDENT SI	C	2067814524	590175	5303 SHILS	SEATTLE	WA	98107		#####	D	S	Yes	N/A
Bristol Mariner (CDQ)		2020	8411	1979	125	185	160	1125	8600	8600	51000	DILLINGHA	AK	608397	BRISTOL M	FV ARCTIC	C	2067833018	931618	5470 SHILS	SEATTLE	WA	98107		43802	D	S	Yes	N/A
Cape Caution	Assume it's this one, since the other is lon	2020	46309	1983	90	169	152	700	5047	0	9432	HOMER	AK	656221	CAPE CAUT	FORTUNE	C	9072991159	415468	4254 SVED	HOMER	AK	99603		12/6/2019 0:00	D	S	Yes	N/A
Cascade Mariner (CDQ)		2020	64	1974	100	185	126	905	4500	4500	25000	SEATTLE	WA	557441	CASCADE	N CASCADE	N	2067833018	269880	5470 SHILS	SEATTLE	WA	98177		12/3/2019 0:00	D	S	Yes	N/A
Constellation	Assume it's this one, since it has pots	2020	35629	1979	127	194	132	1100	8800	8800	33000	SEATTLE	WA	604998	CONSTELL	RSD FISHE	C	4257872576	356733	BOX 12946	MILL CREE	WA	98082		#####	D	S	Yes	N/A
Controller Bay	Not sure; two, neither of which is local nor pots																												
Cornelia Marie		2020	59109	1989	125	0	136	660	6200	6200	26000	KODIAK	AK	957458	CORNELIA	CORNELIA	C	2069533149	590138	15454 266	ISSAQUAH	WA	98027		12/4/2019 0:00	D	S	No	N/A
Determined		2020	33392	1973	31	15	12	300	0	0	300	WRANGELL	AK	549200	DETERMIN	SOBJACK		3602203783	98223	2422 CRES	BELLINGH	WA	98229		#####	D	F	No	N/A
Fararra Sea	Can't locate any records at CFEC																												
Fierce Allegiance		2020	55111	1977	166	198	190	3000	15500	15500	65000	SEATTLE	WA	588849	FIERCE ALL	FIERCE ALL	C	2067694047	889567	7215 156T	EDMONDS	WA	98026		#####	D	S	Yes	N/A
Farwest Leader		2020	35683	1979	110	187	152	750	4000	5000	18000	SEATTLE	WA	606083	FARWEST L	TRIDENT SI	C	2067814524	590175	5303 SHILS	SEATTLE	WA	98107		#####	D	S	Yes	N/A
Handler		2020	62436	1991	125	198	175	1250	0	0	0	KODIAK		970937	HANDLER	SONGSTAD		5412138580	432700	2520 NW	F BEND	OR	97701		#####	D	S	Yes	N/A
Incentive		2020	63000	1991	88	177	53	1000	4000	4000	30000	KODIAK	AK	978133	INCENTIVE	INCENTIVE	C	9075384595	407393	BOX 635	NAKNEK	AK	99633		4/16/2020 0:00	D	S	Yes	Peninsula,
Island Mist		2020	61791	1991	124	194	160	1250	7200	7200	25000	KODIAK	AK	517481	ISLAND MI	ISLAND MI	C	5413748255	514504	BOX 98	CASCADE L	OR	97017		#####	D	S	Yes	N/A
Jennifer A		2020	35277	1979	103	194	132	800	5890	0	27000	KETCHIKAN	AK	597611	JENNIFER	F ST GEORGE	C	4254868173	887602	23929 22N	BOTHELL	WA	98021		12/3/2019 0:00	D	S	Yes	N/A
Kari Marie		2020	50501	1983	115	199	169	1300	8000	8000	20000	SEATTLE	WA	664175	KARI MARI	KARI MARI	C	4254868173	959484	23929 22N	BOTHELL	WA	98021		12/4/2019 0:00	D	S	Yes	N/A
Keta	Several, but it looks to be this one since it	2020	7189	1976	97	191	122	560	4500	4500	25550	ANCHORA	AK	576029	KETA	KETA ENTE	C	4254868173	387602	23929 22N	BOTHELL	WA	98021		#####	D	S	Yes	N/A
Kevleen K		2020	960	1968	104	196	138	704	6125	6125	23000	SEATTLE	WA	517481	KEVLEEN K	KEVLEEN K	C	2066697163	71667	8941 179T	EDMONDS	WA	98026		#####	D	S	Yes	N/A
Karin Lynn		2020	524	1978	127	0	0	0	0	0	0	SEATTLE	WA	592291	KARIN LYN	KARIN LYN	C	2067935748	410003	1308 DINE	GREENBAN	WA	98253		#####	D	S	No	N/A
Kiska Sea		2020	61154	1990	125	442	132	1350	12000	12000	70000	NEWPORT	OR	965726	KISKA SEA	KISKA SEA	C	2067845000	51053	2157 N NO	SEATTLE	WA	98103		#####	D	S	No	N/A
Kodiak	Two, but this is the only one with pots	2020	3525	1978	103	197	134	730	7940	7940	20000	KODIAK	AK	600072	KODIAK	JLAX FISHE	C	4254446816	690568	BOX 310	EDMONDS	WA	98026		#####	D	S	Yes	N/A
Kustatan	Two, but this is the only one with pots	2020	60210	1990	100	210	73	700	5000	5000	18000	HOMER	AK	959432	KUSTATAN	REHDER		9072357586	930340	BOX 2065	HOMER	AK	99603		#####	D	S		N/A
Mystery Bay	Can't locate any records at CFEC																												
North American		2020	25216	1975	110	199	138	1200	7500	7500	46000	SEATTLE	WA	566067	NORTH AM	NORTH AM	C	9075862442	364237	250 NW 39	SEATTLE	WA	98107		5/12/2020 0:00	D	S	Yes	N/A
Nordic Mariner		2020	222	1978	120	198	139	1100	8500	8500	0	SEATTLE	WA	591077	NORDIC M	NORDIC M	C	2067833018	764986	5470 SHILS	SEATTLE	WA	98107		12/3/2019 0:00	D	S	Yes	N/A
North Sea	Using 2021 data since not active in 2020	2021	36047	1979	126	193	135	1410	9600	9600	50000	SEATTLE	WA	606565	NORTH SE	ARCTIC SE	C	9072785151	469813	711 H ST #:	ANCHORA	AK	99501		#####	D	S	No	N/A
Northwestern		2020	29962	1977	125	197	134	1280	7500	7500	60000	SEATTLE	WA	587816	NORTHWE	FV NORTH	C	4254868173	186245	23929 22N	BOTHELL	WA	98021		#####	D	S	Yes	N/A
Nuka Island		2020	35640	1978	105	199	140	700	5000	5000	15590	HOMER	AK	604208	NUKA ISLA	LENON		9079423593	620066	522 SUT LA	KODIAK	AK	99615		#####	D	S	Yes	N/A
Ocean Fury	Two, but this is the only one with pots	2020	97	1977	124	196	136	850	8814	0	49770	SEATTLE	WA	586441	OCEAN FU	OCEAN FU	C	2067833844	576776	4005 20TH	SEATTLE	WA	98119		#####	D	S	Yes	N/A
Ocean Hunter	Two, but this is the only one with pots, pl	2020	40924	1980	95	189	128	850	4642	4642	15000	KODIAK	AK	622324	OCEAN HU	OCEAN FISI	C	2535822580	645902	BOX 98929	LAKEWOO	WA	98496		12/5/2019 0:00	D	S	Yes	N/A
Pacific Mariner		2020	7	1974	126	197	135	850	8100	8100	46000	SEATTLE	WA	560501	PACIFIC M	PAC MARIN	C	9073595102	12109	5470 SHILS	SEATTLE	WA	98107		12/3/2019 0:00	D	S	Yes	N/A
Pacific Sounder		2020	991	1969	98	194	132	580	7300	7300	2800	SEATTLE	WA	522870	PACIFIC SO	LO NE		2067698008	496624	3315 150T	MILL CREE	WA	98012		#####	D	S	Yes	N/A
Pacific Sun	Three, but this is the only one with pots	2020	35977	1979	121	184	125	1050	0	9100	42000	SEATTLE	WA	604581	PACIFIC SU	PACIFIC SU	C	5105027825	494639	1628 PALV	SEATTLE	WA	98116		12/3/2019 0:00	D	S	Yes	N/A
Paragon	Three, but this is the only one with pots	2020	20734																										

Freezer	Catch Tender	Packaging	Fishing	Purse Sein	Beach Sein	Drift Gill N	Set Gill Net	Hand Troll	Long Line	Otter Trawl	Fish Wheel	Pots	Power Trawl	Beam Trawl	Scallop Drift	Mechanical Double Otter	Herring Gill Pair	Trawl	Diving Hand	Active Date	Active End	Hull ID	Last name	First name	Middle
No	No	No	Yes	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	No	No	12/4/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	12/9/2019 0:00	12/31/9999 0:00		SCHMEIL	ALBERT	T
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	43791	2958465				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/3/2019 0:00	12/31/9999 0:00				
Yes	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	12/9/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	#####	12/31/9999 0:00	HULLID592242			
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	12/2/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/3/2019 0:00	12/31/9999 0:00				
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No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/9/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	12/9/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	#####	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/5/2019 0:00	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/6/2019 0:00	12/31/9999 0:00				
Yes	No	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	#####	12/31/9999 0:00				
Yes	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	#####	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	43802	2958465				
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No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	#####	12/31/9999 0:00				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No						
No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	12/4/2019 0:00	12/31/9999 0:00				
No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	#####	12/31/9999 0:00		SOBJACK	BRAD	
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	Yes	No	No	#####	12/31/9999 0:00				



# APPENDIX D

## Phase 1 Rough Order Magnitude Cost Estimates



## ROUGH ORDER OF MAGNITUDE COST ESTIMATE

### SAINT PAUL HARBOR - PHASE 1 SUMMARY

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOB AND DEMOB	LS	1	\$5,970,000	\$5,970,000
2	DEMOLITION OF MISC STRUCTURE	LS	1	\$500,000	\$500,000
3	REFURBISH SOUTH DOCK	LS	1	\$999,800	\$999,800
4	FURNISH AND INSTALL 3 PILE DOLPHINS	EA	23	\$647,500	\$14,892,500
5	FURNISH AND INSTALL PLATFORM DOCK / ACCESS TRESTLE	EA	3	\$3,575,000	\$10,725,000
6	FURNISH AND INSTALL HARBORMASTER OFFICE	LS	1	\$1,523,652	\$1,523,652
7	FURNISH AND INSTALL TRIDENT TO SOUTH DOCK CONNECTION	SF	9,000	\$750	\$6,750,000
8	FURNISH AND INSTALL PLATFORM DOCK AT VESSEL REPAIR FACILITY	SF	27,000	\$750	\$20,250,000
9	FURNISH AND INSTALL ELECTRICAL AND LIGHTING	LS	1	\$2,500,000	\$2,500,000
	<b>SUB TOTAL CONSTRUCTION PROJECT</b>				\$64,110,952
	ENGINEERING AND ADMIN	LS	1	\$10,800,000	\$10,800,000
	<b>SUB TOTAL PROJECT</b>				<b>\$74,910,952</b>
<b>25% CONTINGENCY:</b>					\$18,727,738
<b>TOTAL PROJECT:</b>					<b>\$93,638,690</b>

**ROUGH ORDER OF MAGNITUDE COST ESTIMATE**

**SAINT PAUL HARBOR - HARBORMASTER OFFICE**

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT	AMOUNT
1	DEMOLTION	LS	1	\$50,000	\$50,000
2	FURNISH AND INSTALL NEW HARBORMASTER OFFICE	LS	1	\$700,000	\$700,000
3	EXTEND ELECTRICAL TO HARBORMASTER OFFICE	LF	687	\$243	\$166,880
4	EXTEND SEWER TO HARBORMASTER OFFICE	LF	509	\$374	\$190,540
5	EXTEND WATER TO HARBORMASTER OFFICE	LF	1,356	\$307	\$416,232
	<b>SUB TOTAL HARBORMASTER OFFICE</b>				<b>\$1,523,652</b>

**ROUGH ORDER OF MAGNITUDE COST ESTIMATE**

**SAINT PAUL HARBOR - REFURBISH SOUTH DOCK**

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT	AMOUNT
1	FURNISH AND INSTALL NEW FENDERS ON DOCK	EA	9	\$100,000	\$900,000
2	FURNISH AND INSTALL NEW BOLLARDS ON DOCK	EA	3	\$25,000	\$75,000
3	FURNISH AND INSTALL NEW LADDERS ON DOCK	EA	2	\$10,000	\$20,000
4	FURNISH AND INSTALL NEW LIFE RINGS ON DOCK	EA	2	\$1,200	\$2,400
5	FURNISH AND INSTALL NEW FIRE EXTINGUISHERS ON DOCK	EA	2	\$1,200	\$2,400
	<b>SUB TOTAL REFURBISH S DOCK</b>				<b>\$999,800</b>



## ROUGH ORDER OF MAGNITUDE COST ESTIMATE

### SAINT PAUL HARBOR - PHASE 1 MOBILIZATION

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOB AND DEMOB	LS	1	\$5,500,000	\$5,500,000
2	CONSTRUCTION SURVEY	LS	1	\$150,000	\$150,000
3	PROTECTED SPECIES OBSERVER	LS	1	\$150,000	\$150,000
4	EROSION AND POLLUTION CONTROL	LS	1	\$45,000	\$45,000
5	SILT CURTAIN - BOOM	LS	1	\$125,000	\$125,000
	<b>SUB TOTAL MOB AND DEMOB</b>				<b>\$5,970,000</b>

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE

### SAINT PAUL HARBOR - PHASE 1 ENGINEERING

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A	DESIGN UPLAND SURVEY	LS	1	\$150,000	\$150,000
B	DESIGN GEOTECH PROGRAM	LS	1	\$250,000	\$250,000
C	DESIGN (10% OF CONSTRUCTION)	LS	1	\$6,114,500	\$6,114,500
D	PERMITTING CLEAN WATER ACT SECTION 10 AND 404	LS	1	\$20,000	\$20,000
E	PERMITTING NMFS IHA	LS	1	\$80,000	\$80,000
F	PERMITTING NEPA	LS	1	\$100,000	\$100,000
G	CONSTRUCTION ADMINISTRATION (6% OF CONSTRUCTION)	LS	1	\$3,668,700	\$3,668,700
	<b>SUB TOTAL ENGINEERING AND ADMIN</b>				<b>\$10,383,200</b>

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE

### SAINT PAUL HARBOR - DOLPHIN

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	FURNISH 24" DIAMETER x 80' LONG PIPE PILES (Dolphin)	EA	2	\$15,000	\$30,000
2	INSTALL 24" DIAMETER PILING IN ROCK SOCKET	EA	2	\$25,000	\$50,000
3	FURNISH 36" DIAMETER x 80' LONG PIPE PILES (Dolphin)	EA	1	\$25,000	\$25,000
4	INSTALL 36" DIAMETER PILING IN ROCK SOCKET	EA	1	\$35,000	\$35,000
5	FURNISH AND INSTALL TENSION ANCHOR	EA	3	\$35,000	\$105,000
6	FURNISH AND INSTALL 3 PILE DOLPHIN CAP	EA	1	\$250,000	\$250,000
7	FURNISH AND INSTALL NEW DOLPHIN FENDERS	EA	1	\$100,000	\$100,000
8	FURNISH AND INSTALL NEW CATWALK	LF	50	\$750	\$37,500
9	FURNISH AND INSTALL 150# ANODES	EA	10	\$1,500	\$15,000
	<b>SUB TOTAL DOLPHIN</b>				<b>\$647,500</b>

## ROUGH ORDER OF MAGNITUDE COST ESTIMATE

### SAINT PAUL HARBOR - 120' x 40' PLATFORM DOCK / TRESTLE

NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	FURNISH AND INSTALL LEVELING COURSE	CY	100	\$60	\$6,000
2	FURNISH AND INSTALL GRAVEL FILL	CY	250	\$40	\$10,000
3	FURNISH AND INSTALL RIP RAP SLOPE PROTECTION	CY	500	\$200	\$100,000
4	FURNISH 24" DIAMETER x 80' LONG PIPE PILES	EA	30	\$12,000	\$360,000
5	INSTALL 24" DIAMETER PILING IN ROCK SOCKET	EA	30	\$20,000	\$600,000
6	FURNISH ABUTMENT SHEET PILING	SF	2,000	\$45	\$90,000
7	INSTALL ABUTMENT SHEET PILING, PER PAIR	EA	15	\$2,500	\$37,500
8	FURNISH AND INSTALL GRATE / EXPANSION JOINT	LF	40	\$750	\$30,000
9	FURNISH AND INSTALL CONCRETE GRADE BEAM	LF	50	\$1,500	\$75,000
10	FURNISH AND INSTALL PLATFORM DOCK ABUTMENT PILE CAP	LF	50	\$2,000	\$100,000
11	FURNISH AND INSTALL DOCK PILE CAPS	LF	240	\$1,500	\$360,000
12	FURNISH AND INSTALL DECK PANELS	SF	5,000	\$250	\$1,250,000
13	FURNISH AND INSTALL FACE BEAM - BULLRAIL	LF	40	\$3,000	\$120,000
14	FURNISH AND INSTALL CLEATS	EA	2	\$5,000	\$10,000
15	FURNISH AND INSTALL BOLLARDS	EA	2	\$10,000	\$20,000
16	FURNISH AND INSTALL NEW FENDERS	EA	3	\$100,000	\$300,000
17	FURNISH AND INSTALL LIFE RINGS	EA	1	\$1,500	\$750
18	FURNISH AND INSTALL FIRE EXTINGUISHERS	EA	1	\$1,500	\$750
19	FURNISH AND INSTALL FIRE STANDPIPE	LF	100	\$150	\$15,000
20	FURNISH AND INSTALL 150# ANODES	EA	60	\$1,500	\$90,000
	<b>SUB TOTAL DOCK</b>				<b>\$3,575,000</b>





CITY OF  
**Saint Paul**  
ALASKA

# Saint Paul Harbor | Improvement and Expansion Feasibility Report

**AUGUST 2021**

photo credit: Aaron P. Lestonkof



**U.S. DEPARTMENT OF TRANSPORTATION**  
**MARITIME ADMINISTRATION**

**EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE**  
**FISCAL YEAR 2024 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM**  
**GRANTS**

**March 31, 2025**

**U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**GENERAL TERMS AND CONDITIONS UNDER THE  
FISCAL YEAR 2024 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM  
GRANTS**

**March 31, 2025**

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (Mar. 9, 2024) (“**Consolidated Appropriations Act, 2024**” or “**the Act**”) appropriated funds to the United States Department of Transportation (the “**USDOT**”) Maritime Administration (“**MARAD**”) for fiscal year (FY) 2024 under the heading “Port Infrastructure Development Program.” Of the amount appropriated, \$500,000,000 is available to make grants to improve port facilities at coastal seaports, inland river ports, or Great Lakes ports. The Consolidated Appropriations Act, 2024 also appropriated \$70,460,124 for Port Infrastructure Development Program (PIDP) grants for Community Project Funding (CPF), also known as Congressionally Directed Spending. The list of projects selected for CPF are found in the table entitled “Community Project Funding/Congressionally Directed Spending” included in the Act’s accompanying explanatory statement. The MARAD program administering these funds is the Port Infrastructure Development Program (the “**PIDP**”).

On December 27, 2023, MARAD posted a funding opportunity at Grants.gov with funding opportunity title “Port Infrastructure Development Program” and funding opportunity number MA-PID-24-001. The notice of funding opportunity posted at Grants.gov (the “**NOFO**”) solicited applications for Federal financial assistance under the FY 2024 PIDP for the available FY 2024 PIDP discretionary funding.

These general terms and conditions are incorporated by reference in a project-specific agreement under the FY 2024 PIDP. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through H. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

### ARTICLE 1 PURPOSE

**1.1 Purpose.** The purpose of this award is to make grants to improve port facilities at coastal seaports, inland river ports, or Great Lakes ports. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, if applicable, as modified by schedule D.



## **ARTICLE 2 MARAD ROLE**

**2.1 Administration.** MARAD will administer this agreement.

**2.2 MARAD Program Contacts.**

Peter Simons  
Director, Office of Port Infrastructure Development  
DOT – Maritime Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590  
MAR-510  
W21-308  
Mailstop 3  
(202) 366-8921  
peter.simons@dot.gov

## **ARTICLE 3 RECIPIENT ROLE**

**3.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- (2) schedule E documents all material changes in the information contained in that application.

**3.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the PIDP Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 18.7 on behalf of the Recipient.

**3.3 MARAD Reliance.** The Recipient acknowledges that:

- (1) if the Discretionary-CPF designation in section 5 of schedule F is “Discretionary,” MARAD relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) MARAD relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO and Program Statute;
- (3) MARAD relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) if the Discretionary-CPF designation in section 5 of schedule F is “Discretionary,” MARAD’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**3.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of MARAD.

**3.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient’s performance under this agreement without written approval of MARAD.
- (b) The Recipient shall act promptly, in a manner acceptable to MARAD, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient’s performance under this agreement.

**3.6 Notification of Changes to Key Personnel.** The Recipient shall notify MARAD within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

## **ARTICLE 4**

### **AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 4.1 Federal Award Amount.** MARAD hereby awards a PIDP Grant to the Recipient in the amount listed in section 1 of schedule D as the PIDP Grant Amount.
- 4.2 Federal Funding Source.**
- (a) If section 4 of schedule F identifies the Funding Act as “IIJA,” then the PIDP Grant is from PIDP grant funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
  - (b) If section 4 of schedule F identifies the Funding Act as “FY2024,” then the PIDP Grant is from PIDP grant funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (Mar. 9, 2024).
  - (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2024,” then the amount listed for “IIJA” is from PIDP grant funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2024” is from PIDP grant funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (Mar. 9, 2024).
  - (d) If section 4 of schedule F identifies the Funding Act as something other than “FY2024” or “IIJA,” then the PIDP Grant includes PIDP grant funding that was appropriated under a different funding act than “FY2024” or “IIJA.”
- 4.3 Federal Obligations.** This agreement obligates for the budget period the amount listed in section 1 of schedule D as the PIDP Grant Amount.

## **ARTICLE 5**

### **STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 5.1 Change Notification Requirement.** The Recipient shall notify MARAD within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.
- 5.2 Scope and Statement of Work Changes.** If the Project’s activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

**5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

- (1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;
- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or
- (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 1 of schedule C.

For other schedule changes, the Recipient shall follow the applicable procedures of MARAD and document the changes in writing.

**5.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) MARAD will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
  - (1) the total "Non-Federal Funds" amount decreases; or
  - (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of MARAD and document the changes in writing.
- (d) If there are Project Cost Savings, then the Recipient may propose to MARAD, in writing consistent with MARAD's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.



- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or MARAD does not accept the Recipient's proposal under section 5.4(d), then:
- (1) in a request under section 5.4(b), the Recipient shall reduce the PIDP award amount of the Federal Share by the Project Cost Savings; however, if the total eligible project costs that are listed in section 3 of schedule D are more than the total estimated project costs in the Technical Application, the Recipient may request to MARAD to only reduce the PIDP award amount of the Federal Share by the difference between the actual eligible project costs and the total estimated project costs in the Technical Application so long as the Recipient is providing under this agreement the non-Federal share amount committed to in the Technical Application; and
  - (2) if that modification reduces this award and MARAD had reimbursed costs exceeding the revised award, the Recipient shall refund to MARAD the difference between the reimbursed costs and the revised award.

In this agreement, “**Federal Share**” means the sum of the total “PIDP Funds” and “Other Federal Funds” amounts that are listed in section 3 of schedule D.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that MARAD may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**5.5 MARAD Acceptance of Changes.** MARAD may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the PIDP grant program and MARAD. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless MARAD accepts that modification request and the parties modify this agreement under section 17.1.

## **ARTICLE 6 GENERAL REPORTING TERMS**

- 6.1 Report Submission.** The Recipient shall send all reports required by this agreement to all MARAD contacts who are listed in section 5 of schedule A and all MARAD contacts who are listed in section 2.2.
- 6.2 Alternative Reporting Methods.** MARAD may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by MARAD.
- 6.3 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control

number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2133- 0552.

## **ARTICLE 7 PROGRESS AND FINANCIAL REPORTING**

- 7.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the budget period, the Recipient shall submit to MARAD a Quarterly Project Progress Report and Recertification, including a Federal Financial Report (SF-425) as an attachment, in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report, Recertification, and SF-425 in the second calendar year quarter that begins after the date of this agreement.
- 7.2 Final Progress Reports and Financial Information.** No later than 120 days after the end of the budget period, the Recipient shall submit:
- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
  - (2) any other information required under MARAD’s award closeout procedures.

## **ARTICLE 8 PERFORMANCE REPORTING**

- 8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
  - (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.
- 8.2 Post-construction Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:

- (1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (3) the Recipient shall submit to MARAD a quarterly Post-construction Performance Measurement Report to report project performance for the prior quarter. Post-construction reporting will begin one quarter after project substantial completion and continue for three years (12 quarters). The Post-construction Performance Measurement Report shall contain the data collected under this section 8.2 and shall state the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

- 8.3 Project Outcomes Narrative.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then the final Post-construction Performance Measurement Report must also include a project outcomes narrative. The project outcomes narrative should include an overview of the project’s performance compared to the baseline and trend expectations. It should also include a discussion on the influence of external factors, if applicable.

## ARTICLE 9 CIVIL RIGHTS AND TITLE VI

### 9.1 Civil Rights and Title VI.

- (a) Consistent with DOT Order 1000.12C, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 9.1(b)–9.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.
- (b) If the Recipient is an “Existing” Recipient, then the Recipient shall submit to MARAD either:

- (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under MARAD’s implementation of Title VI; or
  - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Recipient is a “New” Recipient, then MARAD completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering into this agreement.
- (d) In this section 9.1,
- (1) “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).
  - (2) “**Existing**” means a prior recipient of DOT Federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
  - (3) “**New**” means a recipient who has not received DOT Federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.
- 9.2 Legacy Infrastructure and Facilities.** In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101-12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not in compliance with ADA standards and are involved in, or closely associated with, the Project.

## ARTICLE 10 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

### 10.1 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cybersecurity and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 6 of schedule F is “Elevated,” then the Recipient shall:



- (1) in the first Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and
  - (2) in the second Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, provide a plan for completing the requirements in section 10.1(c).
- (c) If the Security Risk Designation in section 6 of schedule F is “Elevated,” then not later than the eighth Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, the Recipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1:
- (1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;
  - (2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;
  - (3) the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities or a summary of those results; and
  - (4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

## ARTICLE 11

### PIDP DESIGNATIONS

**11.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to MARAD, including the Technical Application, if applicable, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on geographic location and cost sharing.

**11.2 Effect of Discretionary or CPF Designation.**

- (a) If section 5 of schedule F lists “Discretionary,” for the “Discretionary-CPF Designation,” then the Recipient submitted an application for funding under the NOFO and MARAD selected the Project for funding under that NOFO.
- (b) If section 5 of schedule F lists “CPF,” for the “Discretionary-CPF Designation,” then Congress selected the Recipient to receive FY 2024 PIDP CPF through the Consolidated Appropriations Act, 2024, as identified in the table entitled “Community Project Funding/Congressionally Directed Spending” included in the Act’s accompanying

explanatory statement, and that award is subject to the available provisos of the Consolidated Appropriations Act, 2024. MARAD is required to award CPF grants in accordance with the specific “recipient,” “project,” and “amount information” provided in the “Community Project Funding/Congressionally Directed Spending” table.

## **ARTICLE 12**

### **CONTRACTING AND SUBAWARDS**

**12.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**12.2 Buy America.**

- (a) For the purpose of the award term at exhibit B, term B.5, the Project is “an infrastructure project.” The Recipient acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the Buy America preference in that award term and this agreement is not a waiver of that preference. All non-infrastructure spending is subject to the Buy American Act, 41 U.S.C. chapter 83.
- (b) If the Recipient uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of the award term at exhibit B, term B.5, MARAD may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 13 and 2 C.F.R. 200.339–200.340.
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this 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 Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.
- (d) For all iron, steel, manufactured products, or construction materials incorporated into the Project and to which a Buy America preference applies, the manufacturer or supplier of the item(s) should provide to the Recipient a signed certification statement attesting that each item procured under this award meets the applicable Buy America preference requirements. The Recipient must maintain on file any certifications received under this section 12.2(d) and provide to MARAD copies of any such certifications or other documentation supporting compliance upon request of MARAD pursuant to article 19 and 2 C.F.R. 200.334–200.338.

### **12.3 Small and Disadvantaged Business Requirements.**

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”).

### **12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

### **12.5 Pass-through Entity Responsibilities.**

- (a) If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- (b) By accepting this award, the Recipient certifies that it either has systems in place to comply with the requirements set forth at 2 C.F.R. 200.331-333 and described in this section 12.5(b)(1)-(9) or will refrain from making subawards until the systems are designed and implemented:
  - (1) The Recipient is responsible for selecting subrecipients using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 C.F.R. 200.331.
  - (2) The Recipient must establish and follow a system that ensures all subaward agreements are in writing and contain all the elements required by 2 C.F.R. 200.332(b).
  - (3) Prior to making subawards under this award, the Recipient must ensure that each subrecipient has a Unique Entity Identifier.
  - (4) The Recipient must ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity’s PIDP award, as required by 2 C.F.R. 200.332(b)(2), including but not limited to, applicable Buy America requirements, procurement standards, reporting subawards and executive compensation under the Federal Funding Accountability and Transparency Act, certifications regarding lobbying, and Title VI of the Civil Rights Act of 1964 requirements.

- (5) The Recipient must establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward as required by 2 C.F.R. 200.332(c) and document that evaluation.
- (6) The Recipient must establish and follow a system for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 C.F.R. 200.332(d).
- (7) The Recipient must establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 C.F.R. 200.332(e) and report the results of the monitoring in the quarterly progress reports referenced in article 7 of this agreement.
- (8) The Recipient must verify that every subrecipient is audited as required by subpart F of 2 C.F.R. 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. 200.501.
- (9) The Recipient may not make a fixed amount subaward without prior approval from MARAD.

## **12.6 Disclosing Conflict of Interest.**

- (a) In accordance with 2 C.F.R. 200.318(c)(1), the Recipient must establish and maintain written Standards of Conduct to address, resolve, and disclose to MARAD conflicts of interest affecting any contract or subaward and governing the performance of its employees that are engaged in or otherwise involved in the award or administration of third-party contracts. Additionally, the Recipient must be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage.
- (b) In accordance with 2 C.F.R. 200.318(c)(2), if the Recipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest.
- (c) The Recipient must disclose in a timely manner, in writing, any potential or real conflicts of interest described in section 12.6(a)-(b) to MARAD pursuant to 2 C.F.R. 200.112, including the Recipient's approach for resolving or mitigating the conflict of interest.

## **12.7 Securing Logistics Information Data of the United States.**

- (a) As a condition of receiving PIDP funding, the Recipient acknowledges that Section 825 of Pub. L. No. 118-31 and 46 U.S.C. 50309 prohibit Covered Entities from using a Covered Logistics Platform in part or in whole.

- (b) In this section 12.7, “Covered Entity” and “Covered Logistics Platform” have the same meaning as defined in 46 U.S.C. 50309(e).

## **ARTICLE 13**

### **NONCOMPLIANCE AND REMEDIES**

#### **13.1 Noncompliance Determinations.**

- (a) If MARAD determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, MARAD may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and MARAD must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If MARAD notifies the Recipient of a proposed determination of noncompliance under section 13.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
- (1) accept the remedy;
  - (2) acknowledge the noncompliance, but propose an alternative remedy; or
  - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient’s compliance.

- (c) MARAD may make a final determination of noncompliance only:
- (1) after considering the Recipient’s response under section 13.1(b); or
  - (2) if the Recipient fails to respond under section 13.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, MARAD must provide a notice to the Recipient that states the bases for that determination.

#### **13.2 Remedies.**

- (a) If MARAD makes a final determination of noncompliance under section 13.1, MARAD may impose a remedy, including:
- (1) additional conditions on the award;



- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to MARAD; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, MARAD must provide a written notice to the Recipient that describes the remedy, but MARAD may make the remedy effective before the Recipient receives that notice.
  - (c) If MARAD determines that it is in the public interest, MARAD may impose a remedy, including all remedies described in section 13.2(a), before making a final determination of noncompliance under section 13.1. If it does so, then the notice provided under section 13.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
  - (d) In imposing a remedy under this section 13.2 or making a public interest determination under section 13.2(c), MARAD may elect to consider the interests of only MARAD.
  - (e) The Recipient acknowledges that amounts that MARAD requires the Recipient to refund to MARAD due to a remedy under this section 13.2 constitute a debt to the Federal Government that MARAD may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).
- 13.3 Other Oversight Entities.** Nothing in this article 13 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 14**

### **AGREEMENT TERMINATION**

#### **14.1 MARAD Termination.**

- (a) MARAD may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-PIDP Grant contribution or alternatives approved by MARAD as provided in this agreement and consistent with schedule D;
  - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

- (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
  - (5) circumstances cause changes to the Project that MARAD determines are inconsistent with MARAD's basis for selecting the Project to receive a PIDP Grant; or
  - (6) MARAD determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, MARAD may elect to consider only the interests of MARAD.
  - (c) This section 14.1 does not limit MARAD's ability to terminate this agreement as a remedy under section 13.2.
  - (d) The Recipient may request that MARAD terminate the agreement under this section 14.1.

#### **14.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that MARAD notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**14.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish MARAD's authority to disallow costs, including costs that MARAD reimbursed before termination, and recover funds from the Recipient.

#### **14.4 Non-Terminating Events.**

- (a) The end of the budget period described under section 25.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The end of the period of performance described under section 25.5 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 16.2 does not terminate this agreement or the Recipient's obligations under this agreement.

- 14.5 Other Remedies.** The termination authority under this article 14 supplements and does not limit MARAD's remedial authority under article 13 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.
- 14.6 Reporting Survival:** The reporting requirements set forth in article 8 of this agreement survive the termination of this agreement and the expiration of award funds.

## **ARTICLE 15**

### **COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

- 15.1 Limitation of Federal Award Amount.** Under this award, MARAD shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that MARAD is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 15.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 15.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
  - (b) Except as permitted under section 15.3(d)–(e), the Recipient shall not charge to this award costs that were incurred before the date of this agreement.
  - (c) This agreement hereby terminates and supersedes any previous MARAD approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive MARAD approval of costs incurred before the date of this agreement.
  - (d) If section 5 of schedule D identifies a pre-award approval under 2 C.F.R. 200.458 that will be reimbursed with Federal funds, then the Recipient may charge to this award, for payment from the PIDP Grant or other Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.
  - (e) If MARAD approves a request from the Recipient under 46 U.S.C. 54301(a)(10)(B) and section 5 of schedule D describes that approval, then the Recipient may charge to this award, for payment from non-Federal amounts, costs that were incurred before the date of this agreement, were consistent with that approval, and would have been allowable if incurred during the budget period.
- 15.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if MARAD determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under

this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by MARAD.

**15.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

**15.6 Timing of Payments to the Recipient.**

- (a) Reimbursement is the payment method for the PIDP grant program.
- (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**15.7 Payment Method.**

- (a) If the MARAD Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then the Recipient shall complete all applicable forms and attach supporting documents, including the SF 270, in Delphi eInvoicing System, which is on-line and paperless, to request reimbursement. To obtain the latest version of these standard forms, visit <https://www.grants.gov/forms/>. The Recipient shall review the training on using Delphi eInvoicing System before submitting a request for reimbursement. To guide the Recipient when reviewing this training, MARAD provides the following additional information, which may change after execution of this agreement:
  - (1) The Recipient may access the training from the MARAD “Delphi eInvoicing System” webpage at <https://einvoice.esc.gov>. The training is linked under the heading “Grantee Training.” The Recipient should click on “Grantee Training” to access the training.
  - (2) A username and password are not required to access the on-line training. It is currently available, will be accessible 24/7, and will take approximately 10 minutes to review.
  - (3) Once the above referenced training has been reviewed, Recipients must request and complete the External User Access Request form. Recipients can request the External User Access Request form by sending an email to a Grants/Contracting Officer who is identified in section 5 of schedule A or section 2.2. A request to establish access will be sent once the External User Access Request form is received.
- (b) MARAD may deny a payment request that is not submitted using the method identified in this section 15.7.

**15.8 Information Supporting Expenditures.**

- (a) If the MARAD Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit and attach the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that MARAD determines does not include or is not supported by sufficient detail, MARAD may deny the request or withhold processing the request until the Recipient provides sufficient detail.

#### **15.9 Reimbursement Request Timing Frequency.**

- (a) If the MARAD Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” the Recipient shall request reimbursement of a cost incurred as soon as practicable after incurring that cost. If the Recipient requests reimbursement for a cost more than 180 days after that cost was incurred, MARAD may deny the request for being untimely.
- (b) If the MARAD Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then the Recipient should not request reimbursement more frequently than once every 30 days.

### **ARTICLE 16 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

#### **16.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 16.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

#### **16.2 Funds Cancellation.**

- (a) PIDP grant funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) for fiscal year 2024, is canceled by statute after September 30, 2039, and then unavailable for any purpose, including adjustments.
- (b) PIDP grant funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (Mar. 9, 2024), or a previous annual appropriations act, remains available until expended.



- (c) Section 4.2 identifies the specific source or sources of funding for this award.

## **ARTICLE 17**

### **AGREEMENT MODIFICATIONS**

**17.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by MARAD and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**17.2 Unilateral Contact Modifications.**

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the MARAD contacts who are listed in section 5 of schedule A and section 2.2.
- (b) MARAD may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

**17.3 MARAD Unilateral Modifications.**

- (a) MARAD may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 17.3, MARAD must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**17.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 17.1, 17.2, or 17.3. If an amendment, modification, or supplement is not permitted under section 17.1, not permitted under section 17.2, or not permitted under section 17.3, it is void.

## **ARTICLE 18**

### **FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS**

**18.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**18.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- (c) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (d) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

### **18.3 Federal Freedom of Information Act.**

- (a) MARAD is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to MARAD by the Recipient related to this agreement may become MARAD records subject to public release under 5 U.S.C. 552.

**18.4 History of Performance.** Under 2 C.F.R. 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

### **18.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

### **18.6 External Award Terms and Obligations.**

(a) In addition to this document and the contents described in article 26, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**18.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

**18.8 Labor and Work.** Schedule H documents the consideration of job quality and labor rights, standards, and protections related to the Project.

## **ARTICLE 19**

### **MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

#### **19.1 Recipient Monitoring and Record Retention.**

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

- (1) that those activities comply with this agreement; and

- (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e) and section 12.5 of this agreement.
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

## **19.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (b) The Recipient shall keep accounts and records described under section 19.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the FY 2024 PIDP Grants in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2024” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

**19.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**19.4 MARAD Record Access.** MARAD may access Recipient records related to this award under 2 C.F.R. 200.337 in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Recipient’s personnel for the purpose of interview and discussion related to such documents.

## **ARTICLE 20**

### **NOTICES**

#### **20.1 Form of Notice.**

- (a) For a notice under this agreement to be valid, it must be in writing.
- (b) For a notice to MARAD under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Recipient.

#### **20.2 Method of Notice to MARAD.**

- (a) For a notice to MARAD under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to MARAD under this agreement to be valid, it must be addressed to all of the MARAD contacts who are listed in section 5 of schedule A and section 2.2.
- (c) Except as specified in section 20.2(d), a valid notice to MARAD under this agreement will be deemed to have been received on the earliest of (1) when the email is received by MARAD, as recorded by MARAD's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to MARAD under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

#### **20.3 Method of Notice to Recipient.**

- (a) Except as specified in section 20.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:
  - (1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or



- (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
  - (d) For a notice to the Recipient under article 13 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.
- 20.4 Recipient Contacts for Notice.** If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 17.2(a).
- 20.5 Additional Mandatory Notices to MARAD.** The Recipient shall notify MARAD if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:
- (1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
  - (2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.
- 20.6 Scope of Notice Requirements.** The form and method requirements of this article 20, including sections 20.1, 20.2, and 20.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 20 does not control or limit other communication between the parties about the Project or this agreement.

## **ARTICLE 21 INFORMATION REQUESTS**

### **21.1 MARAD Information Requests.**

- (a) By notice, MARAD may request from the Recipient any information that MARAD determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If MARAD requests information from the Recipient under section 21.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.
- (c) This section 21.1 does not limit the Recipient’s obligations under section 19.4 or 2 C.F.R. 200.337 to provide access to Recipient records.

## **ARTICLE 22 ASSIGNMENT**

- 22.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 23 WAIVER**

### **23.1 Waivers.**

- (a) A waiver of a term of this agreement granted by MARAD will not be effective unless it is in writing and signed by an authorized representative of MARAD.
- (b) A waiver of a term of this agreement granted by MARAD on one occasion will not operate as a waiver on other occasions.
- (c) If MARAD fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

## **ARTICLE 24 ADDITIONAL TERMS AND CONDITIONS**

- 24.1 Disclaimer of Federal Liability.** MARAD shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

### **24.2 Relocation and Real Property Acquisition.**

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

### **24.3 Real Property and Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.311, when real property is no longer needed for the originally authorized purpose, the Recipient or subrecipient must obtain disposition instructions from the Federal awarding agency or pass-through entity.
- (b) In accordance with 2 C.F.R. 200.313 and 1201.313, equipment acquired under this award must be used by the Recipient or subrecipient in the Project as long as needed, whether or not the Project continues to be supported by the Federal award. When no longer needed for the originally awarded Project or another Federal award:
  - (1) if the entity that acquired the equipment is a State, that entity shall dispose of that equipment in accordance with State laws and procedures;
  - (2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
  - (3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from MARAD within 120 days after that entity determines that the equipment is no longer needed.
- (c) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (d) The Recipient shall ensure compliance with this section 24.3 for all tiers of subawards under this award.

### **24.4 Environmental Review.**

- (a) The Recipient shall not begin final design, begin construction, or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
  - (1) MARAD complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108, Section 7 of the Endangered Species Act, 16 U.S.C. 1531, and any other applicable environmental laws and regulations; and
  - (2) MARAD provides the Recipient with written communication stating that the environmental review process is complete.
- (b) The Recipient acknowledges that:
  - (1) MARAD's actions under section 24.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary environmental documents to MARAD; and

- (2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (c) To the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (d) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
  - (1) the parties may amend this agreement under section 17.1 for consistency with the selected build alternative; or
  - (2) if MARAD determines that the condition at section 14.1(a)(5) is satisfied, MARAD may terminate this agreement under section 14.1(a)(5).
- (e) The Recipient shall complete any mitigation activities described in the environmental documents and correspondence for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies environmental documents and correspondence describing mitigation activities and permits, but the absence of a document or correspondence from that section does not relieve the Recipient of any compliance obligations. MARAD may determine that any failure to complete the mitigation activities and permits within the Project environmental documents is non-compliance of the grant agreement subject to the remedies identified in article 13.
- (f) The Recipient acknowledges that, unless MARAD indicates otherwise in writing, upon termination of an agreement for the Project entered into under 36 C.F.R. 800.6(c) or 36 C.F.R. 800.14(b), the Recipient shall immediately cease all Project activities related to the “undertaking” as defined in that agreement, pending MARAD’s determinations under 36 C.F.R. 800 and applicable law.

## ARTICLE 25

### MANDATORY AWARD INFORMATION

#### **25.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 27.2;
- (2) the “Assistance Listings Number” is 20.823 and the “Assistance Listings Title” is “Port Infrastructure Development Program”; and

(3) this award is not for research and development.

**25.2 Federal Award Identification Number.** The Federal Award Identification Number is listed in section 7 of schedule A.

**25.3 Recipient's Unique Entity Identifier.** The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed in section 2 of schedule A.

**25.4 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

**25.5 Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 1 of schedule C. In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

## **ARTICLE 26 CONSTRUCTION AND DEFINITIONS**

**26.1 Schedules.** This agreement includes the following schedules as integral parts:

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	PIDP Designations
Schedule G	PIDP Performance Measurement Information
Schedule H	Labor and Work

**26.2 Exhibits.** The following exhibits, which are located in the document titled "Exhibits to MARAD Grant Agreements Under the Fiscal Year 2024 Port Infrastructure Development Program Grants," dated March 31, 2025, and available at <https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content

**26.3 Construction.**

(a) In these General Terms and Conditions:



- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
  - (2) a reference to a section or other subdivision of a schedule listed in section 26.1 will expressly identify the relevant schedule; and
  - (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 26.1.
- (b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

**26.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the PIDP grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the PIDP grant program and awards under that program.

**26.5 Definitions.** In this agreement, the following definitions apply:

**“General Terms and Conditions”** means this document, including articles 1–27.

**“Program Statute”** means the collective statutory text:

- (1) at 46 U.S.C. 54301;
- (2) under the heading “Port Infrastructure Development Program” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Port Infrastructure Development Program” in title I of division F of the Consolidated Appropriations Act, 2024 Pub. L. No. 118-42 (Mar. 9, 2024), and all other provisions of that act that apply to amounts appropriated under that heading.
- (4) If a Funding Act not described in (1)-(3) above is identified in section 4 of schedule F, then all provisions of that act that apply to amounts appropriated under that heading for the PIDP shall also apply.

**“Project”** means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–H.

**“PIDP Grant”** means an award of funds that were made available under the NOFO or as specified for CPF in the table entitled “Community Project Funding/Congressionally

Directed Spending” included in the explanatory statement to the Consolidated Appropriations Act, 2024.

“**Technical Application**” means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov, as applicable.

- 26.6 References to Times of Day.** All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.

## **ARTICLE 27**

### **AGREEMENT EXECUTION AND EFFECTIVE DATE**

- 27.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 27.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a PIDP Grant when MARAD’s authorized representative signs it.

## **EXHIBIT A**

### **APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2024 PIDP Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### **General Federal Legislation**

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- t. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- u. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- v. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- w. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- x. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
- y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- cc. Freedom of Information Act - 5 U.S.C. § 552, as amended

- dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- kk. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- nn. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Pub. L. No. 110–252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G §§ 70901–70927
- rr. The Buy American Act, 41 U.S.C. chapter 83

### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- d. Contractors and subcontractors on public building or public work financed in whole or

- part by loans or grants from the United States – 29 C.F.R. Part 3
- e. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
  - f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
  - g. New Restrictions on Lobbying – 49 C.F.R. Part 20
  - h. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
  - i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
  - j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
  - k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
  - l. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
  - m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
  - n. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
  - o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
  - p. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
  - q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 12.3 of this agreement)
  - r. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381
  - s. Buy America Preferences for Infrastructure Projects – 2 C.F.R. 184

Specific assurances required to be included in the FY 2024 PIDP Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.



**EXHIBIT B**  
**ADDITIONAL STANDARD TERMS**

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**TERM B.1**  
**TITLE VI ASSURANCE**  
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities  
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 PIDP, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Maritime Administration (MARAD), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise*

*subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including MARAD.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 PIDP Grant:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 PIDP Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. Maintain records of Title VI, Title IX, and ADA investigations, complaints, and lawsuits alleging discrimination on the basis of race, color, national origin, sex, age, or disability that are attributed to the Recipient. To the extent permitted by law, the records shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the Recipient in response, or final findings related to, the investigation, lawsuit, or complaint. The Recipient must submit a summary of these records that includes de-identified aggregate data, upon request by MARAD, sufficient to determine whether the Recipient is in compliance with Federal non-discrimination requirements. If MARAD determines that the provided information is insufficient to determine whether the Recipient is in compliance with Federal non-discrimination requirements, then the parties will come to a mutually-agreed-to resolution about the information the Recipient should submit.

11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing MARAD's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by MARAD. You must keep records, reports, and submit the material for review upon request to MARAD, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 PIDP. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 PIDP.



## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (Mar. 9, 2024), the regulations for the administration of the FY 2024 PIDP, and the policies and procedures prescribed by the Maritime Administration (MARAD) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

**TERM B.2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**  
**RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring MARAD approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 PIDP, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 PIDP Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior MARAD approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered



transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY**  
**CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division B of the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 9, 2024), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

**“Covered Transaction”** means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

**“Felony Conviction”** means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

**“Participant”** means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

**“Tax Delinquency”** means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless MARAD has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to MARAD.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify MARAD in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify MARAD in writing of that affirmative response.

(c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify MARAD in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify MARAD under section 5.

## **TERM B.4**

### **RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.



**TERM B.5**  
**REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS,  
AND CONSTRUCTION MATERIALS**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure”, and 2 C.F.R. part 184.

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for an infrastructure project unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means 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; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

*Incorporation into an infrastructure project.*

The Buy America preference in this award term 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 a 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.

*Categorization of articles, materials, and supplies.*

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the

location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

*Application of the Buy America Preference by category.*

An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

*Determining the cost of components for manufactured products.*

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

*Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the Buy America preference in this award term.

A request to waive the application of the Buy America preference must be in writing. The USDOT will provide instructions on the waiver process and 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 Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America preference in any case in which the USDOT determines that:

- (1) applying the Buy America preference would be inconsistent with the public interest;
- (2) 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
- (3) 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.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

**“Buy America preference”** means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

**“Component”** means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

**“Construction materials”** means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Infrastructure”** means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for 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; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

**“Infrastructure project”** means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 C.F.R. 184.4.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means:

- (1) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 C.F.R. 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 C.F.R. 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**“Manufacturer”** means the entity that performs the final manufacturing process that produces a manufactured product.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Produced in the United States”** means:

- (1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) In the case of manufactured products:
  - (i) The product was manufactured in the United States; and
  - (ii) 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 that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The costs of components of a manufactured product are determined according to 2 C.F.R. 184.5, as outlined above in this award term.

- (3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. *See* section 2 C.F.R. 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

**“Section 70917(c) materials”** means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. *See* section 70917(c) of the Build America, Buy America Act.

**EXHIBIT C**  
**QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:**  
**FORMAT AND CONTENT**

- 1. Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2024 PIDP are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
- 2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of MARAD, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and MARAD. Some projects will have a more extensive quarterly status than others. For smaller projects, MARAD may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.
  - (a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.
  - (b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, environmental permit approvals, compliance with environmental mitigation measures, subrecipient monitoring, and other items of significance.
  - (c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
  - (d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.



**(e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and MARAD. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

**(h) Certifications.**

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. part 200, subpart F (Audit Requirements), as applicable.
- ii. The certification required under 2 C.F.R. 200.415(a).
- iii. If the Recipient has made subawards under the grant, a certification affirming that the Recipient has established comprehensive monitoring plans and procedures for subrecipients benefiting from pass-through funds.