REQUEST FOR PROPOSALS
FOR THE
ADVANCING CRITICAL IMPROVEMENTS AT SAINT PAUL HARBOR

BY THE CITY OF SAINT PAUL, ALASKA

FOR THE
U.S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION PORT INFRASTRUCTURE DEVELOPMENT PROGRAM, BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT GRANT PROGRAM, AND THE DENALI COMMISSION

MARCH 16, 2026

RFP NO. 26-03

CITY OF SAINT PAUL, ALASKA

AMENDMENT #1

To

Request for Proposals # 26-03

Project Title: Advancing Critical Improvements at Saint Paul Harbor

Effective Date of Amendment: March 23, 2026

Effective the date shown above, this Request For Proposals (RFP) is hereby amended as follows:

1. This Amendment removes the requirement for a Bid Bond in Section IX, K.

ALL OTHER SECTIONS, TERMS, AND CONDITIONS OF THE RFP REMAIN IN FULL FORCE AND EFFECT.

OWNER:

Phillip A. Zavadil, City Manager

P.A. ZAVADIL

Signature

3/23/2026

Date

CITY OF SAINT PAUL, ALASKA

AMENDMENT #2

To

Request for Proposals # 26-03

Project Title: Advancing Critical Improvements at Saint Paul Harbor

Effective Date of Amendment: April 7, 2026

Effective the date shown above, this Request For Proposals (RFP) is hereby amended as follows:

1. In Section II. PROJECT BACKGROUND, A. OVERALL BACKGROUND, the first sentence of the last paragraph (page 5) is amended to read: **Conceptual design work has been completed for the City South Dock, City North Dock and Piers, and Harbor Master Office, which is contained within the Saint Paul Harbor Improvements and Expansion Feasibility Study (see *Attachment A*). While the Harbor Road Realignment component previously reached the 95% design stage in 2015 (see *Attachment R*), community stakeholder consensus of the realignment path was not reached and therefore community engagement and design of the road realignment may need to be done again from scratch.**

2. Harbor Road Realignment 95% design drawings from 2015 are now included as Attachment R.

3. In Section IV. SCOPE OF SERVICES, B. COMPONENT SCOPES OF WORK, Component 2: Planning for City South Dock Utilities, Realignment of Harbor Road, City North Docks & Piers, and New & Relocated Harbormaster Office, General Core Activity 5 (page 13), the first sentence is amended to read: **35% Conceptual Design with Preliminary Cost Estimate: The Firm shall prepare 35% design for each subcomponent of Component 2.**

4. Section IV. SCOPE OF SERVICES, B. COMPONENT SCOPES OF WORK, Component 2: Planning for City South Dock Utilities, Realignment of Harbor Road, City North Docks & Piers, and New & Relocated Harbormaster Office, Additional Specific Activities for 2B: Planning for the Realignment of Harbor Road is amended to include this additional paragraph: **While the Harbor Road Realignment component previously**

reached the 95% design stage in 2015 (see *Attachment R*), community and stakeholder consensus of the realignment path was not reached and therefore community and stakeholder engagement on the design of the road realignment may need to be done again from scratch. Some, all, or none of the previous design components may be retained as a result of updated community and stakeholder engagement. Therefore, the exact amount of design work to be revised for 2B is to be determined.

ALL OTHER SECTIONS, TERMS, AND CONDITIONS OF THE RFP REMAIN IN FULL FORCE AND EFFECT.

OWNER:

Phillip A. Zavadil, City Manager

P.A. ZAVADIL

Signature

April 7, 2026

Date

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I. PROJECT DESCRIPTION

A. OVERALL PROJECT DESCRIPTION

The primary purposes of this planning project are to:

- Enhance safety by designing modern, code-compliant facilities that reduce risk to workers, residents, and harbor users.
- Improve mobility and connectivity for this remote island community by ensuring continued access to essential goods and strengthening links between the local fishing industry and global markets.
- Increase resilience and economic competitiveness by planning infrastructure that supports efficient freight and vessel operations and enables more diverse economic opportunities.
- Maintain the harbor's state of good repair by planning for replacement of core assets that have reached the end of their useful life.

As part of the City of Saint Paul's ("City") broader harbor improvement and expansion goals, grant funding has been secured for the planning, design, and preconstruction of two interrelated core components:

Component 1: Planning for City South Dock Renovation & New Berthing Dolphins

Component 2: Planning for City South Dock Utilities, Realignment of Harbor Road, City North Docks & Piers, and New & Relocated Harbor Master Office

The City issues this request for proposals ("RFP") for a qualified engineering / consulting Firm ("Firm") to provide design services, environmental review, survey work, and preparation of construction bid documents, among other tasks, for both Components.

By completing these critical planning tasks now, the City will be prepared to move forward with construction once funding is secured—ensuring the long-term safety, reliability, and economic sustainability of its harbor and transportation system.

While this RFP is for planning multiple project components and includes several sources of funding, the City intends to negotiate and execute one contract with the selected Firm to perform the entire Scope of Work and complete all deliverables noted herein.

This RFP includes preconstruction work, including 100% design with cost estimate, environmental review, and preparation of construction bid documents, for Component 2. This design work should be completed alongside the preliminary design for Component 1, as it is not contingent upon NEPA approval.

Construction, installation, and long-term maintenance are not included in this RFP and will be procured under future contracts.

B. COMPONENT DESCRIPTIONS

Component 1: Planning for City South Dock Renovations & New Berthing Dolphins

This RFP includes the design, environmental review, and permitting components of the broader South Dock Renovations and New Berthing Dolphins project. The design will inform eventual construction and implementation to:

- Renovate the City South Dock, replacing the used vehicle tires currently being used as fenders with modern, energy-absorbing fenders; replace and upgrade the broken, missing, and substandard bull rails, ladders, and cleats; add three, 80-ton bollards for large vessel mooring; and install fire extinguishers and life rings;
- Install 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 Component 1 can be found in the City's PIDP grant application (*Attachment C*) and the Saint Paul Harbor Feasibility Study (*Attachment A*).

Component 2: Planning for South Dock Utilities, Realignment of Harbor Road, City North Dock & Piers, and New & Relocated Harbormaster Office

This component is a comprehensive planning effort that will complete all pre-construction activities needed to prepare for future harbor infrastructure upgrades.

This includes 100% design, environmental review, survey work, cost-benefit analysis, permitting, and preparation of construction bid documents for several key harbor elements, including: the City North Dock and Piers, Harbormaster Office, Harbor Road, and utilities design work (electric, water, sewer, dock lighting) for these locations. While South Dock design work was originally included in the BUILD grant application, only design of utilities for South Dock are included under Component 2.

Planning and design for Harbor Road improvements will address right-of-way needs, sightline and stormwater management, and design integration to reduce long-term maintenance burdens.

This design work should be completed alongside the preliminary design of the City South Dock project, as it is not contingent upon NEPA approval.

Additional details on Component 2 can be found in the City's BUILD grant application (*Attachment G*) and the Saint Paul Harbor Feasibility Study (*Attachment A*).

II. PROJECT BACKGROUND

A. OVERALL BACKGROUND

The City of Saint Paul, Alaska encompasses the entirety of Saint Paul Island located in the Bering Sea in the Aleutians West Census Area and within the Aleutians Islands Recording District. The 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.

The harbor area has a long history of infrastructure development and environmental review. Harbor Road, which partially runs along the main breakwater, has been the subject of multiple environmental assessments conducted by the U.S. Army Corps of Engineers (USACE) and the U.S. Department of the Interior, Bureau of Indian Affairs, dating back to 1982. The first breakwater was constructed in 1983, followed by the current structure in 1989. USACE has extensively studied, designed, and built harbor elements including breakwaters, the entrance channel, and the turning basin. The original harbor design was intended to serve a fleet of 36 crab and bottom fish vessels up to 120 feet in length, with access for refrigerated cargo vessels exceeding 300 feet. Today, the inner harbor accommodates only a fraction of this intended capacity. A site visit was conducted in June 2021 to inventory the existing moorage facilities and found inadequate moorage space for larger commercial fishing vessels. The existing moorage, including the fenders, was also found to be in poor condition.

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 primarily range in length from 85 to 125 feet but can also be longer. Between 70 and 100 of these vessels fish in the waters surrounding Saint Paul Island annually, varying in number by the level of crab allowable harvest.

In 2019, the City of Saint Paul received an Economic Development Administration (EDA) Economic Adjustment Assistance grant to complete a harbor improvement and expansion feasibility study addressing both current and long-term needs. The resulting 2021 Feasibility Report (see *Attachment A*) identified a three-phase plan for harbor improvements:

Phase 1: Upgrade and expand existing inner harbor facilities to accommodate larger vessels.

Phase 2: Extend the breakwater and modify the entrance channel.

Phase 3: Relocate the harbor exit to the Salt Lagoon, expand upland areas for additional moorage, and further develop the inner harbor.

As the City and operator of the Saint Paul Harbor facilities, the City is now pursuing completion of planning and preconstruction activities for Phase 1. These efforts represent a critical step toward enhancing harbor capacity, improving vessel access, and supporting the long-term economic and operational sustainability of Saint Paul Harbor.

Conceptual design (15%) work has been completed for the City South Dock and City North Dock and Piers components, while the Harbor Road and Harbormaster Office components previously reached the 35% design stage in 2015. Foundational project elements—including the identification of infrastructure needs, project objectives and scope, stakeholder engagement, and a feasibility study—have already been completed. However, the City and Firm together will review and update all prior

planning and reinitiate stakeholder and public engagement to ensure current relevance, as more than two years have passed since the last outreach effort.

The design and permitting work to be procured in this RFP, as described in the two components outlined in the summary section above, contribute to Phase 1 of the overall rehabilitation project.

The selected Firm will work closely with the City Project Team, which consists of: City Manager, Project Manager, Public Works Administrative Assistant, and Grants Coordinator.

With guidance from the City Team, the selected Firm will be expected to organize and deliver community outreach and engagement events and meetings with stakeholders of the project. Saint Paul Island has an established Harbor Planning Team and Industry Stakeholders group, which consists of the Aleut Community of Saint Paul, Central Bering Sea Fisherman's Association, Tanadgusix (TDX) Corporation, and Trident Seafoods.

B. COMPONENT BACKGROUNDS

Component 1: Planning for City South Dock Renovations & New Berthing Dolphins

Initial planning, public involvement, and conceptual design work was completed for Component 1 between 2020 and 2021 as part of the Saint Paul Harbor Improvements and Expansion Feasibility Study (*see Attachment A*).

In December 2024, the City was selected for a FY24 Port Infrastructure Development (PIDP) Grant from the US Department of Transportation's Maritime Administration (MARAD) to complete Component 1. This grant program requires that selected awardees complete all "pre-award" federal requirements prior to executing the grant agreement with MARAD, as outlined in the Scope of Services.

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.

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, City South Dock is shorter than the 285-foot-long cargo barges that routinely use it. 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. Due to the adverse wave environment within the Harbor, existing bollards and cleats are insufficient for the mooring loads. 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 Alaska Marine Lines (commercial freight transport) barge at the dock. The hull of the dock is in fair condition. Ladders on the face of the dock have been smashed nearly flat by vessel impact.

The planning work will evaluate improvements to City South Dock with new dolphins, ramps, catwalks, and energy-absorbing fenders, as well as expansion of moorage to accommodate increased vessel activity.

Component 2: Planning for South Dock Utilities, Realignment of Harbor Road, City North Dock & Piers, and New & Relocated Harbormaster Office

Initial planning, public involvement, and conceptual design work was completed for Component 1 between 2020 and 2021 as part of the Saint Paul Harbor Improvements and Expansion Feasibility Study (*see Attachment A*).

In January 2025, the City was selected for a FY25 Better Utilizing Investments to Leverage Development (BUILD) Grant from the US Department of Transportation's Maritime Administration (MARAD) to complete Component 2.

Component 2 focuses on planning for the improvement of the existing Saint Paul Harbor transportation infrastructure to increase safety and capacity. The planning includes improvements and realignment of the only access road through the Harbor, as well as improvements and expansion to the docks, piers, and mooring capacity for vessels. Additionally, there would be improvements and relocation of the Harbormaster Office to a safe and sustainable location, as well as preparation of an Environmental Assessment (EA) for the improvements of the Harbor Road, City North & South Docks, and Harbormaster Office.

City South Dock Utilities
Component 2 includes planning and design for the extension and upgrade of water, sewer, and electric utilities to the City South Docks.

Harbor Road
Component 2 will plan and design realignment of Harbor Road which currently has limited sight distance and blind corners. In this harbor setting, large cargo containers, machinery, and other obstructions reduce sight distance. The current road lacks clear and adequate signage and has poor drainage resulting in standing water accumulating on the road surface during heavy rainfall or high tide events. Flooding impedes traffic flow, reduces traction for vehicles, and increases the risk of vehicles becoming stuck in flooded areas, leading to accidents and road closures.

City North Docks and Piers
Damaged and deteriorating City North Docks and Piers pose significant hazards during unloading operations. This increases the risk of accidents to vessels and injuries to people. Saint Paul Harbor lacks adequate mooring facilities and protection from waves and currents. This creates a risk of vessels becoming unstable during unloading, leading to collisions with other vessels and port infrastructure.

The current inadequate capacity makes it difficult for vessels to access the docks, especially during adverse weather conditions. The limited current capacity leads to congestion which not only increases the risk of accidents such as collisions between vessels, equipment, or personnel, but also impedes the movement of cargo and make it difficult for workers to maneuver safely. The planning work will evaluate replacement of the aging North Docks and Piers with new dolphins, ramps, catwalks,

and energy-absorbing fenders, as well as expansion of facilities to accommodate increased vessel activity.

Harbormaster Office

The current Harbormaster Office is poorly located and has been repeatedly subjected to waves overtopping the breakwater. It is so heavily damaged by waves, wind, and flooding that it is unusable. Without a functioning harbormaster office, Saint Paul Harbor suffers inadequate monitoring of vessel movements, increasing the risk of collisions, groundings, or other navigational accidents. Without onsite assistance, fishermen and cargo barge operators face challenges in safely maneuvering their vessels, particularly in unfamiliar or challenging harbor environments. Component 2 will plan for a new and relocated harbormaster office.

III. PROJECT SCHEDULE

The schedule below is a preliminary draft that reflects key steps of both components as described in the Scope of Services. This is not an exhaustive list of all required activities.

Because the two components are closely interrelated and funded through separate grants, prospective bidders should anticipate areas of overlap. Bidders are encouraged to propose coordinated schedules that optimize efficiency while ensuring project quality.

The City welcomes alternative sequencing or approaches that improve the integration of both projects.

Please note that while a categorical exclusion has been received for the design phase of Component 1, the selected Firm should complete necessary EA and NEPA requirements for all portions of Component 2 and the construction portions of Component 1.

TASK NAME	2026							2027												2028		
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
COMMUNITY ENGAGEMENT & OUTREACH																						
Engagement & Outreach Activities	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
FIELD WORK																						
Environmental Site Visit	■																					
Design Surveying and Geotechnical	■	■	■																			
ENVIRONMENTAL ASSESSMENTS/NEPA COMPLETION																						
Ph 1: Determine NEPA Level of Review	■	■	■	■	■	■	■															
Ph 2: Complete NEPA EA							■	■	■	■	■	■	■	■	■	■	■					
LEGAL																						
Right-of-Way Determinations		■	■	■	■	■	■															
Easements, Patents, Leases Aquired/Amended			■	■	■	■	■	■														
Site Control & Certification Complete								■	■	■	■	■	■	■	■	■	■					
DESIGN																						
35% Design					■	■	■	■	■													
Preliminary Cost Estimate								■	■													
65% Design									■	■	■	■	■	■								
95% Design													■	■	■	■	■					
100% Final Design															■	■	■	■	■	■		
BENEFIT-COST ANALYSIS																						
Draft BCA								■	■													
Final BCA													■	■								
CONSTRUCTION BID DOCUMENTS																						
100% Cost Estimate																				■	■	
100% Specifications and Bid																				■	■	
PROJECT CLOSEOUT																						■

IV. SCOPE OF SERVICES

A. OVERALL SCOPE OF WORK

This solicitation will serve as the starting point for operationalization of the $4,052,760 awarded by the USDOT in 2025 for the Saint Paul Harbor Improvements Planning Project (Component 2) and the $11,025,219 awarded by MARAD and the Denali Commission for planning and capital construction of the City South Dock Renovations Project (Component 1).

The initial scopes of work set forth in the grant applications have shifted due to project consolidation, and this solicitation will be funded by a portion of the three grants. The majority of the PIDP grant is reserved for the construction phase, which will be solicited separately following the completion of planning.

B. COMPONENT SCOPES OF WORK

Component 1: Planning for City South Dock Renovations & New Berthing Dolphins

The City has been approved by MARAD to proceed with accomplishing a list of "pre-award" activities, meaning some of the key activities are to be completed prior to the City receiving the grant agreement from MARAD. Therefore, the Scope of Work for Component 1 is broken down into two design phases. Progressing to phase 2 is contingent upon federal environmental review.

Component 1 Phase 1:

1) Environmental Site Visit

   The Firm shall conduct an initial site visit to evaluate what is required for the project.

2) Public Involvement
   The Firm will assist the City in coordinating with appropriate federal, state, and local government agencies and the public including special interest groups and organizations that 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.

3) 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 sufficient for the design of the Project.
   - Develop horizontal and vertical control for the design using existing monumentation and benchmark datum.

- Identify and mark 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.

4) 35% Conceptual Design with Preliminary Cost Estimate

The Firm shall prepare a 35% design for Component 1, including 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, state, and federal standards and provisions and 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 from the City to present at public meetings and meetings of the city council.

5) Permitting and NEPA Process

The selected Firm shall provide comprehensive technical and regulatory support to ensure full compliance with the National Environmental Policy Act (NEPA) and all applicable federal, state, and local environmental requirements.

The Firm shall:

- Coordinate with the lead federal agency to confirm the appropriate NEPA pathway (Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS).
- Prepare a NEPA compliance strategy, schedule, and permitting matrix identifying all required federal, state, and local approvals.
- Facilitate interagency coordination and stakeholder outreach. Develop and implement a public involvement plan.
- Document issues raised during scoping and incorporate into the environmental review framework.
- Prepare environmental review documentation, depending on the level of review required (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement).
- Conduct or manage technical studies as required. At a minimum, this Project will require:
    - Biological resources (including Section 7 Endangered Species Act compliance)
    - Cultural and historic resources (Section 106 compliance)

    - Wetlands and waters (Clean Water Act compliance)
- Identify and coordinate related federal consultations and permits, integrating NEPA with other environmental laws and executive orders.
- Prepare supporting documentation for concurrent permitting processes.
- Develop mitigation measures to avoid, minimize, or compensate for impacts.
- Prepare mitigation monitoring and reporting program (MMRP), if required.
- Support incorporation of mitigation into project design and contract documents.
- Provide documentation supporting defensibility of the NEPA decision.
- Submit draft and final documents for City review in editable and publication-ready formats.

At the conclusion of Phase 1, all design materials necessary to support the National Environmental Policy Act (NEPA) review process must be submitted.

Upon completion of Phase 1 deliverables, work on Component 1 will pause while the City seeks and obtains the required approval of the completed NEPA process from the appropriate federal agencies. No additional design work for Component 1 will be authorized during this period.

Component 1 Phase 2:

Upon completion and approval of the NEPA process, the City may authorize Phase 2. Authorization of Phase 2 is contingent upon successful NEPA approval and available funding; the City reserves the right not to proceed. Phase 2 includes completion of all remaining design services required to produce fully coordinated construction documents suitable for bidding, permitting, and construction.

1) 65% Design
   The selected Firm will deliver draft design drawings to the City for review and feedback. The City will provide consolidated written comments. The Firm shall incorporate agreed-upon revisions and resubmit a final 65% package for City approval. Upon written approval by the City, the Firm shall proceed to the 95% Design phase.

2) 95% Design
   The selected Firm will deliver draft design drawings to the City for review and feedback. The City will provide consolidated written comments. The Firm shall incorporate agreed-upon revisions and submit a final 95% package for City approval. At this stage, only minor clarifications or corrections shall be anticipated. Scope changes initiated by the City after approval may require a contract amendment. Upon written approval by the City, the Firm shall proceed to 100% Design.

3) 100% Design
   The Firm shall submit a fully coordinated 100% design drawings set suitable for bidding and permitting. The 100% submittal shall incorporate all prior approved revisions and comments.

4) Final 100% Cost Estimate
The Firm shall provide a detailed final construction cost estimate based on the 100% Construction Documents. This estimate shall represent the Firm's professional opinion of probable construction cost at the time of submission.

5) Specifications and Bid Documents for Construction
The Firm shall provide final specifications and complete bid documents ready for advertisement and publication. Upon written acceptance by the City, the documents shall be considered Issued for Construction (IFC) and authorized for release.

Component 2: Planning for City South Dock Utilities, Realignment of Harbor Road, City North Docks & Piers, and New & Relocated Harbormaster Office

Component 2 has similar core activities, as well as specific activities, for each of these four subcomponents:

2A: Planning for City South Dock Utilities
2B: Planning for the Realignment of Harbor Road
2C: Planning for Renovations to City North Docks & Piers
2D: Planning for a New & Relocated Harbormaster Office

General core activities for all four subcomponents include the following:

1) Environmental Site Visit
The selected Firm shall conduct an initial site visit to evaluate what is required for each of the four subcomponents of Component 2.

2) Public Involvement
The selected Firm will assist the City in coordinating with appropriate federal, state, and local government agencies and the public including special interest groups and organizations that 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.

3) Surveying, Geotechnical Assessments, and Topographic Surveying
The Firm shall conduct onsite surveying and geotechnical assessments of the each of the four subcomponent sites to inform the preliminary drawings, specifications, permitting and environmental portions of the project. The Firm shall:
   - 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.
   - Design field surveying shall be sufficient for the design of the Project.

- Develop horizontal and vertical control for the design using existing monumentation and benchmark datum.
- Identify and mark control points for future work in project construction.

4) Permitting and NEPA Process
The selected Firm shall provide comprehensive technical and regulatory support to ensure full compliance with the National Environmental Policy Act (NEPA) and all applicable federal, state, and local environmental requirements, for each of the four subcomponents of Component 2. This will include:
   - Coordinate with the lead federal agency to confirm the appropriate NEPA pathway (Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS).
   - Prepare a NEPA compliance strategy, schedule, and permitting matrix identifying all required federal, state, and local approvals.
   - Facilitate interagency coordination and stakeholder outreach. Develop and implement a public involvement plan.
   - Document issues raised during scoping and incorporate into the environmental review framework.
   - Prepare environmental review documentation, depending on the level of review required (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement).
   - Conduct or manage technical studies as required. At a minimum, this Project will require:
   - Biological resources (including Section 7 Endangered Species Act compliance)
   - Cultural and historic resources (Section 106 compliance)
   - Wetlands and waters (Clean Water Act compliance)
   - Identify and coordinate related federal consultations and permits, integrating NEPA with other environmental laws and executive orders.
   - Prepare supporting documentation for concurrent permitting processes.
   - Develop mitigation measures to avoid, minimize, or compensate for impacts. Prepare mitigation monitoring and reporting program (MMRP), if required.
   - Support incorporation of mitigation into project design and contract documents.
   - Provide documentation supporting defensibility of the NEPA decision.
   - Submit draft and final documents for City review in editable and publication-ready formats.

5) 35% Conceptual Design with Preliminary Cost Estimate
The Firm shall update 35% design sets from 2015 and prepare updated 35% design sets for each subcomponent of Component 2. This shall 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, state, and federal standards and provisions and 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 from the City to present at public meetings and meetings of the city council.

6) 65% Design
The selected Firm will deliver draft 65% design drawings to the City for review and feedback. The City will provide consolidated written comments. The Firm shall incorporate agreed-upon revisions and resubmit a final 65% package for City approval. Upon written approval by the City, the Firm shall proceed to the 95% Design phase.

7) 95% Design
The selected Firm will deliver draft 95% design drawings to the City for review and feedback. The City will provide consolidated written comments. The Firm shall incorporate agreed-upon revisions and submit a final 95% package for City approval. At this stage, only minor clarifications or corrections shall be anticipated. Scope changes initiated by the City after approval may require a contract amendment. Upon written approval by the City, the Firm shall proceed to 100% Design.

8) 100% Design
The Firm shall submit a fully coordinated 100% design set suitable for bidding and permitting. The 100% submittal shall incorporate all prior approved revisions and comments.

9) Final 100% Cost Estimate
The Firm shall provide a detailed final construction cost estimate based on the 100% Construction Documents. This estimate shall represent the Firm's professional opinion of probable construction cost at the time of submission.

10) Specifications and Bid Documents for Construction
The Firm shall provide final specifications and complete bid documents ready for advertisement and publication. Upon written acceptance by the City, the documents shall be considered Issued for Construction (IFC) and authorized for release.

Additional, specific activities for each of four subcomponents are as follows:

2A: Planning for City South Dock Utilities
Design of subcomponent 2A under Component 2 focuses only on the installation and expansion of water, electricity, and sewer utilities at City South Dock.

Reference Component 1 for specifics on planning and design for the rest of the City South Dock project. As previously described, they are divided due to funding sources.

2B: Planning for the Realignment of Harbor Road

Design of subcomponent 2B should consider measures to improve visibility along Harbor Road, installation of signage, traffic calming measures, warning systems; realignment away from harbor operations where heavy equipment and workers are present; and installation of proper drainage infrastructure to efficiently collect and divert surface away from the road.

Planning subcomponent 2B will also require defining and determination of Right-of-Way requirements.

Development of a Benefit-Cost Analysis for subcomponent 2B is also an expectation of this RFP.

2C: Planning for Renovations to City North Docks & Piers

Development of a Benefit-Cost Analysis for subcomponent 2C is also an expectation of this RFP.

2D: Planning for a New & Relocated Harbormaster Office

Development of a Benefit-Cost Analysis for subcomponent 2D is also an expectation of this RFP.

V. REQUEST FOR PROPOSAL CONTENT

Given the complexity of these projects, the City recommends prospective proposers perform a pre-proposal submittal site visit.

The requested proposal 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:

A. Name and address of engineering Firm submitting the proposal, Business License, Professional License and SAM Unique Entity Identifier (UEI).

B. 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.

C. Number of years Firm has been in business.

D. Number of full-time employees employed by the Firm.

E. Project work plan and methodology.

F. 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.

G. Description of relevant experience, specifically with design experience and working knowledge of marine development and offshore structures in Alaskan coastal locations.

H. Include resumes of the Firm and project team members.

I. Provide a timeline for completing the project and meeting the requirements.

J. 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.

K. Identify the Firms and/or consultants that will provide subcontract services for the project.

L. Other applicable professional license numbers, classifications and expiration dates held by the Firm that are applicable to this Project.

M. The respondent can also include a description of the Firm's unique advantages and capabilities that differentiate it from other.

N. 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.

VI. REQUEST FOR PROPOSAL SCHEDULE

Release of RFP	March 16, 2026
Pre-Bid Question & Answer Conference	April 6, 2026 (10:00am AKST) via Zoom https://us02web.zoom.us/j/89769381823?pwd=TeEKuKmV46NlLTB1RtMEQ0F65tsMCQ.1 Meeting ID: 897 6938 1823 Passcode: 968015
Questions & Clarification Deadline	April 9, 2026 (5:00pm AKST)
Proposals Due	April 30, 2026 (5:00pm AKST)
Review & Selection of Firm	May 15, 2026
Negotiation of Contract	May 29, 2026

A. Questions and Clarifications

All questions or clarification requests must be received in writing via email by the City Manager at pazavadil@stpaulak.com no later than the due date and time indicated in the above Proposal Schedule. Answers and/or clarifications deemed of sufficient importance to the implementation of this RFP will be provided via email and posted on the RFP page of the City's website (https://stpaulak.com/rfps/).

B. Requested Submittal

Firms considering submitting a proposal should visit https://stpaulak.com/rfps/ and register as an interested vendor in order to receive notices when details of this RFP are updated and posted.

To be considered, proposals must be received via email no later than 5:00pm Alaska Standard Time on April 30, 2026. Electronic proposals should be in a single PDF

format and sent by email to pazavadil@stpaulak.com with the subject line "Bid to RFP 26-03."

VII. 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 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.
- 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.
- Building, design, and construction of roadways and structures

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
Capacity and experience of the proposer • Proposer has provided evidence of experience managing maritime projects of a similar type and complexity • Proposer has provided evidence of experience managing similar projects in rural, remote, and coastal Alaska • Proposer has demonstrated relevant technical or data analysis expertise • Proposer is likely to be effective at coordinating and collaborating with key stakeholders, including facilitating public meetings • References and/or experience with government and private clients provide positive feedback of the proposer's ability to	Max score **50** points Each bullet is worth up to 10 points

deliver, and of their experience working with the proposer. References provide positive feedback of the proposer's ability to stay on schedule, stay within budget, provide monthly reports and invoices, and maintain regular communication with management team	
Proposed approach or solution and project management **Timeline & Scope** • Proposal is aligned with RFP goals and scope of work and likely to successfully achieve them • Proposal effectively integrates the two project components and deconflicts when possible • Proposed timeline is realistic **Project Management & Reporting** • Staffing plan includes individuals with the qualifications and ability to complete the project, including specific experience in remote Alaska, the Bering Seas, and/or Saint Paul Island. • Project management approach aligns with program needs and organizational culture • Proposal for data collection, analysis, and reporting meets administrative requirements and performance tracking needs of the program	Max score **40** points Timeline & Scope: Up to 20 points Project Management & Reporting: Up to 20 points
Price • Reasonableness of cost • Allocation of resources within the proposed budget	Max score **10** points

VIII. TERMS AND CONDITIONS

The following terms and conditions apply to all proposals:

A. 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.

B. 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.

C. 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, Firms, 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.

D. 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.

E. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

F. 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 and construct 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.

G. 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 the 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 the provision 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.

H. 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.

I. 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.

IX. FUNDING AGENCY REQUIREMENTS

This Project is funded by three grants:

- Better Utilizing Investments to Leverage Development (BUILD) FY 2025 grant from the U.S. Department of Transportation Maritime Administration (MARAD),
- Port Infrastructure Development Program (PIDP) FY 2024 grant from the U.S. Department of Transportation Maritime Administration (MARAD), and
- The Denali Commission.

As such, the selected bid, which results in a Professional Services Agreement (PSA) Contract between the selected Firm and the City, will require the executed PSA or Contract be reviewed by the City's attorney.

As the City is the Recipient of federal funding, the City must comply with federal grant requirements. It is mandatory that the City pass through to contractors and firms those same requirements. The selected Firm will be required to do the same for subcontractors.

The following list is not exhaustive. The selected Firm is responsible for ensuring that all services provided for the Project comply with all grant requirements and reporting.

A. Reporting
The selected Firm will be required to separately track, document, and report activities, costs, and deliverables to the applicable entities and funding sources for each project. As outlined in the schedule, work for both components should occur in parallel. The selected Firm will be required 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.

B. Preparation and Submission of Required Permitting

The selected Firm will be expected to prepare and submit permitting documents, which involve detailing the purpose and need for the proposed action, considering alternatives, and assessing potential environmental impacts. Additionally, the Firm will draft a US Army Corps of Engineers Individual Permit application and associated drawings for the City to review.

C. Preparation and Submission of NEPA Documents

The selected Firm will be expected to 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. *Attachment F* describes MARAD's updated NEPA process.

D. Preparation and Submissions of Section 106 Documents

The selected Firm will be expected to 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 gather necessary documentation for the review process as well as gather public input before making final decisions.

E. Preparation and Submission of Section 7 – Endangered Species Act Documents

The selected Firm will be expected to 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 selected Firm shall consult with NOAA, USFWS, and ADFG. Additionally, the Firm shall notify consulting parties and gather necessary documentation for the review process as well as gather public input before making final decisions.

F. Compliance with Title VI Requirements

The selected Firm will be expected to prepare and submit Title VI of the Civil Rights Act, (42 U.S.C. 20000d to 2000d-4a), documents (see *Attachment M*) in accordance with grant requirements for the purpose of 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.

G. Minimum Wage Rates

This Project is subject to prevailing wages relating to the Davis Bacon Act, Pamphlet 600, Issue 51 (see *Attachment L*).

The selected Firm will be expected to 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.

H. Buy America, Build America Act (BABAA)

This Project is "an infrastructure project" subject to the Buy America, Build America Act. As such, all iron, steel, manufactured products, and construction materials used in the Project are subject to the domestic content procurement preference in the grant award terms and conditions.

Under 2 CFR 200.322, as appropriate and to the extent consistent with law, the selected Firm will, to the greatest extent practicable, 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 selected Firm shall include the requirements of 2 CFR 200.322 in all subcontracts and purchase orders for work or products under this Project.

I. Small and Disadvantaged Business Requirements

The selected Firm will make every good faith effort to contract with DBE's whenever procuring a subcontractor, equipment, services and supplies.

J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The selected Firm will be expected to acknowledge that Section 889 of Pub. L. No. 115-232 and 2 CFR 200.216 prohibit the Firm and all subcontractors from procuring or obtaining certain telecommunications and video surveillance services or equipment under this Project.

K. Bid Bond

Bidder must supply a Bid Bond guarantee of 5% of the bid price. The bid guarantee may be in the form of a bid bond, certified check, or other negotiable instrument. See *Attachment P* for Insurance and Bonding Requirements.

L. Procurement

The selected Firm will be expected to adhere to the standards for procurement as outlined in EPA's Best Practices Guide for Procurement, Services, Supplies and Equipment, revised September, 2025, included as *Attachment O*.

M. Insurance Requirements

Insurance is required per CFR Title 7, Subtitle B, Ch. XVIII, Part 1788, Subpart B, Section 1788.11. See *Attachment P* for Insurance and Bonding Requirements. The selected Firm agrees to obtain and maintain insurance as per federal requirements. A Certificate of Insurance will be required from the selected Firm naming the City of Saint Paul Alaska, U.S. Dept. of Transportation Maritime Administration, and the Denali Commission as additional insured.

X. ATTACHMENTS

Attachment A:	Saint Paul Harbor Improvement and Expansion Feasibility Study 2021
Attachment B:	Saint Paul Harbor Project Component Photos and Maps
Attachment C:	City of Saint Paul FY24 PIDP Grant Application
Attachment D:	City of Saint Paul FY24 PIDP Award Selection Letter
Attachment E:	FY24 PIDP General Terms and Conditions (MARAD)
Attachment F:	MARAD NEPA Process
Attachment G:	City of Saint Paul FY24 BUILD Grant Application

Attachment H:	City of Saint Paul FY25 BUILD Grant Agreement
Attachment I:	FY25 BUILD Grant General Terms and Conditions (USDOT)
Attachment J:	USDOT Order 1050
Attachment K:	USDOT Order 5610.1D
Attachment L:	Davis Bacon DOL Pamphlet 600, Issue 51
Attachment M:	Title VI Contractor Evaluation Letter and Form
Attachment N:	City of Saint Paul 2026 Master Rate Schedule
Attachment O:	EPA Best Practices Guide for Procurement
Attachment P:	Insurance and Bonding Requirements
Attachment Q:	Bid Bond (Removed per Amendment 1)
Attachment R:	95% Design Drawings for Harbor Road Realignment 2015 (Added per Amendment 2)

ATTACHMENT A:
Saint Paul Harbor Improvement and Expansion Feasibility Study 2021

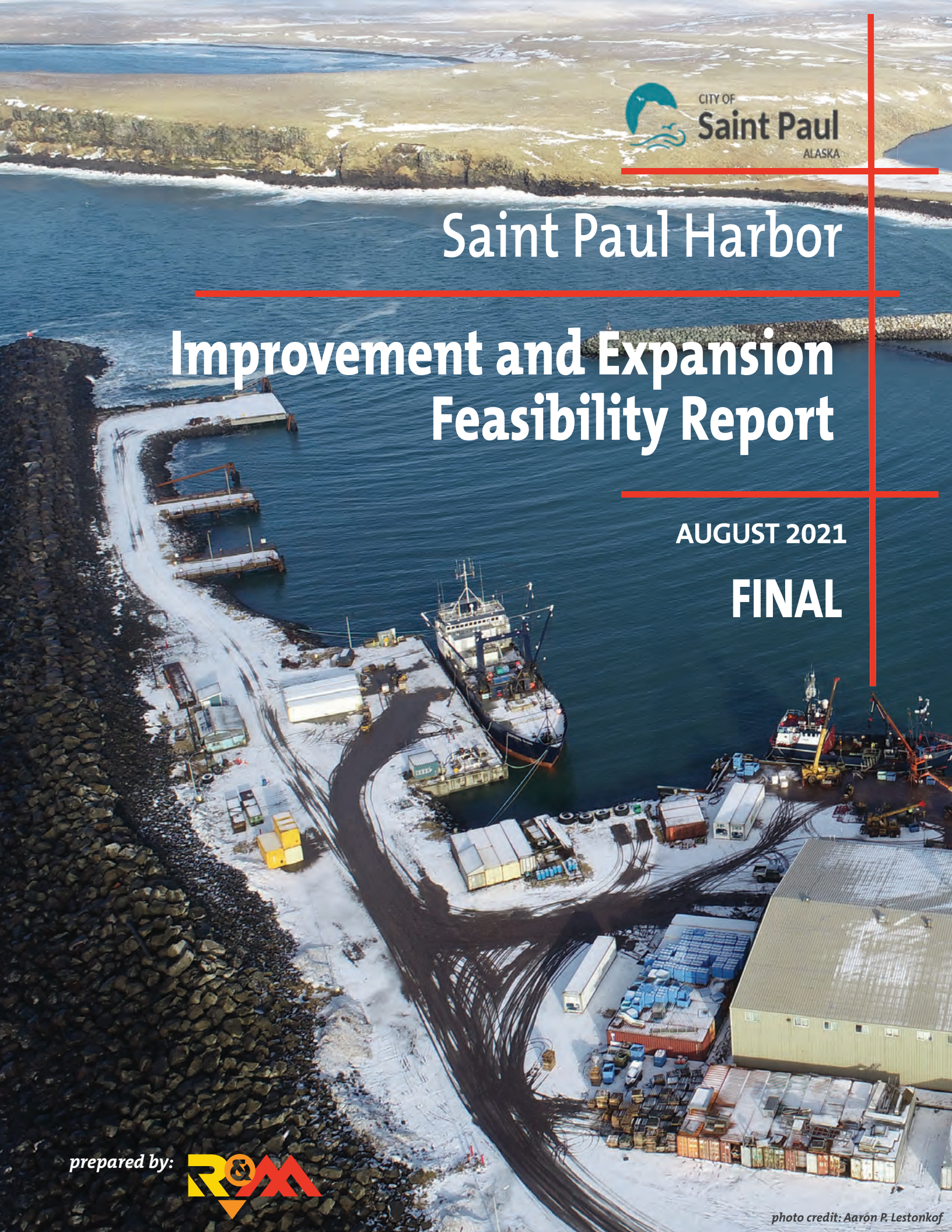
CITY OF
Saint Paul
ALASKA

Saint Paul Harbor

Improvement and Expansion Feasibility Report

AUGUST 2021

FINAL



prepared by: R&M

photo credit: Aaron P. Lestonkof

List of Preparers:

R&M Consultants, Inc.

Northern Economics

HNS Coastal Engineering Planning and Design

Haight & Associates

KPB Architects

City of Saint Paul:

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:

Phase 1 — Upgrade and expand existing inner harbor facilities for improved larger vessel moorage. Over $90 million in improvements have been identified.
- 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.
- Renovations to the City South Dock, including new fenders.
- A new Harbormaster's office.

Phase 2 — Expand the breakwater and revise the entrance channel. This is estimated to cost between $170 and $200 million.
- This would include a Federal / U.S. Army Corps of Engineers-led rubble mound breakwater expansion.
- The addition of a new entrance channel with jetties to improve the wave climate and reduce shoaling and subsequent maintenance dredging.

Phase 3 — Relocate the exit to the Salt Lagoon, expand the upland, and expand the inner harbor.
- This would allow the beneficial use of dredge material to create uplands with additional moorage.

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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

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 1st 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*

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 NOOA 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 Uŋalaq landing craft / cargo vessel.

TABLE 4 – CARGO BARGES

Owner	AML	Coastal Transportation Nomad	Bowhead Transport M/V Uŋalaq	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 Uŋalaq (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.

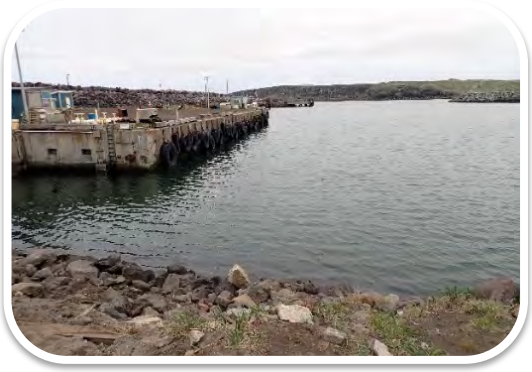
There are a pair of winches and fairleads, one at each end to aid in mooring the AML barge at the dock.

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

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 FACIITIES

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.

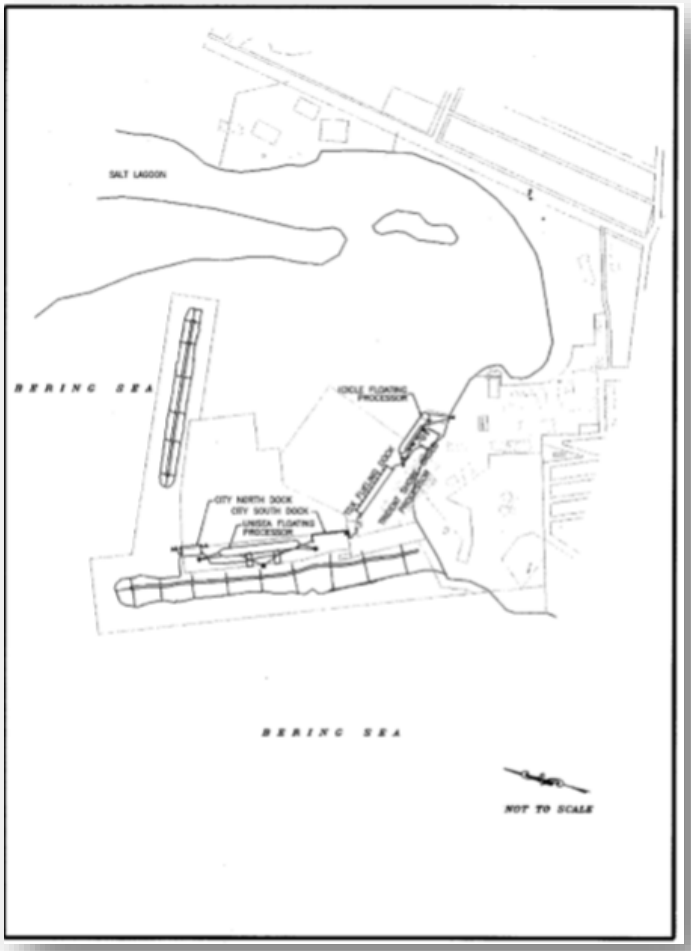


FIGURE 2 - PHASE 1 HARBOR

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).

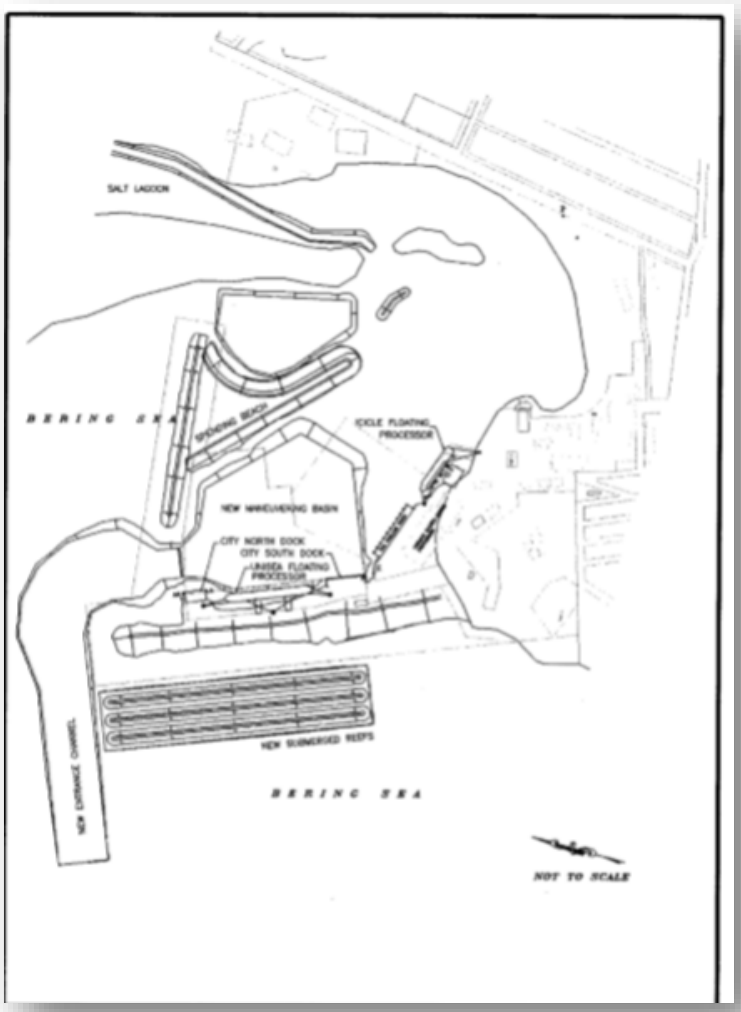


FIGURE 3 - PHASE 2 HARBOR

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.*

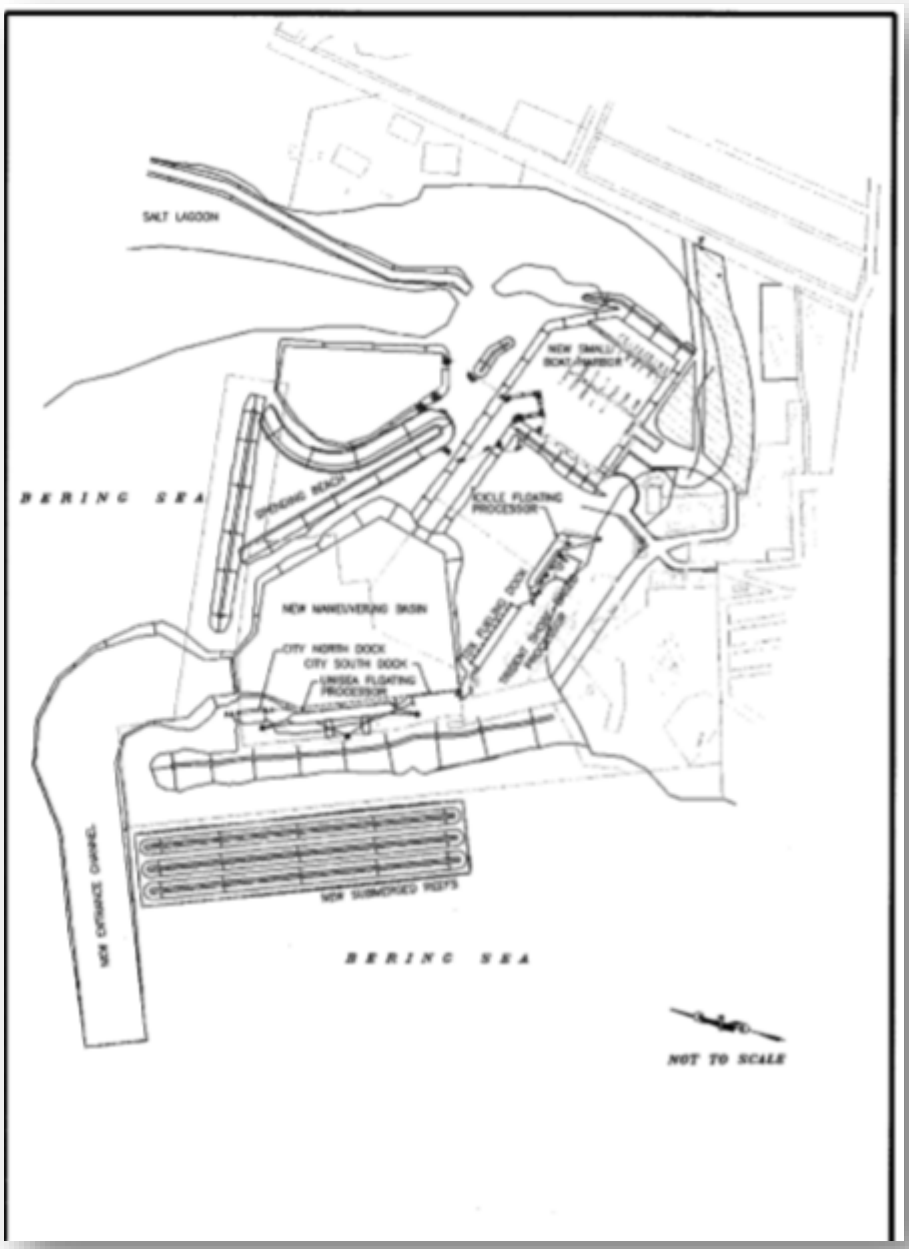


FIGURE 4 - PHASE 3 HARBOR

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

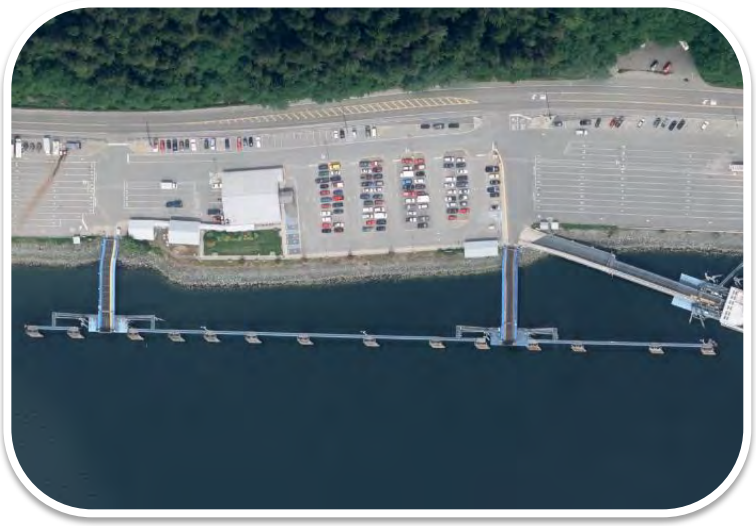
7.1.3 The addition of side-tie breasting dolphin moorage with catwalk access

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

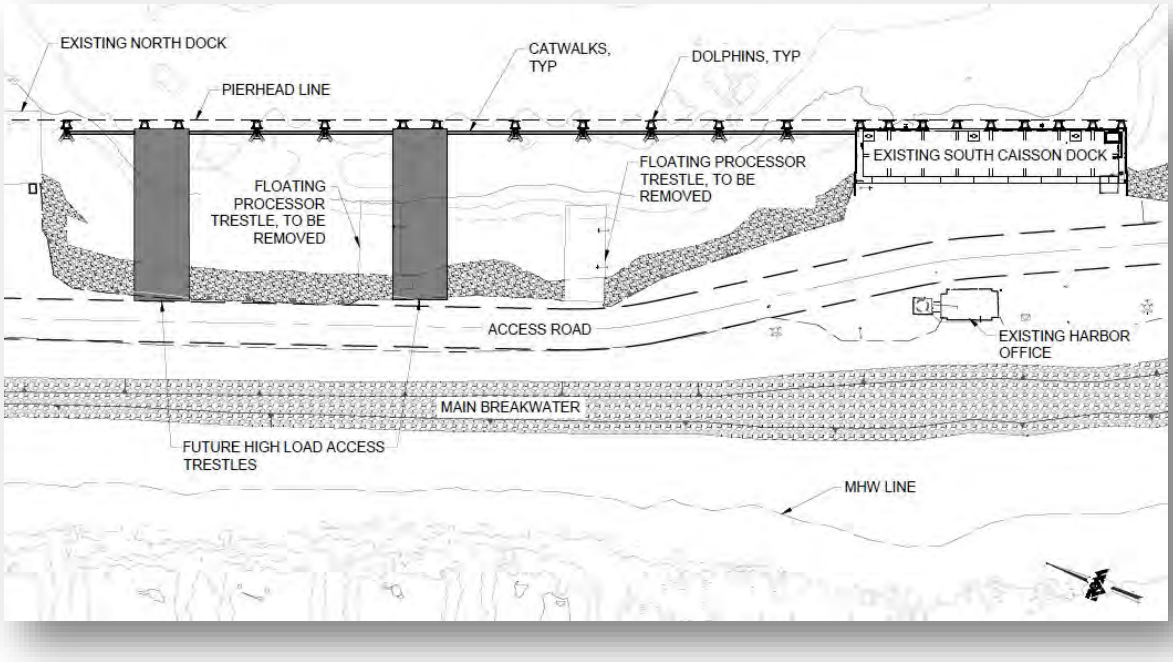


FIGURE 6 – PHASE 1: A DOLPHIN MOORAGE

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.

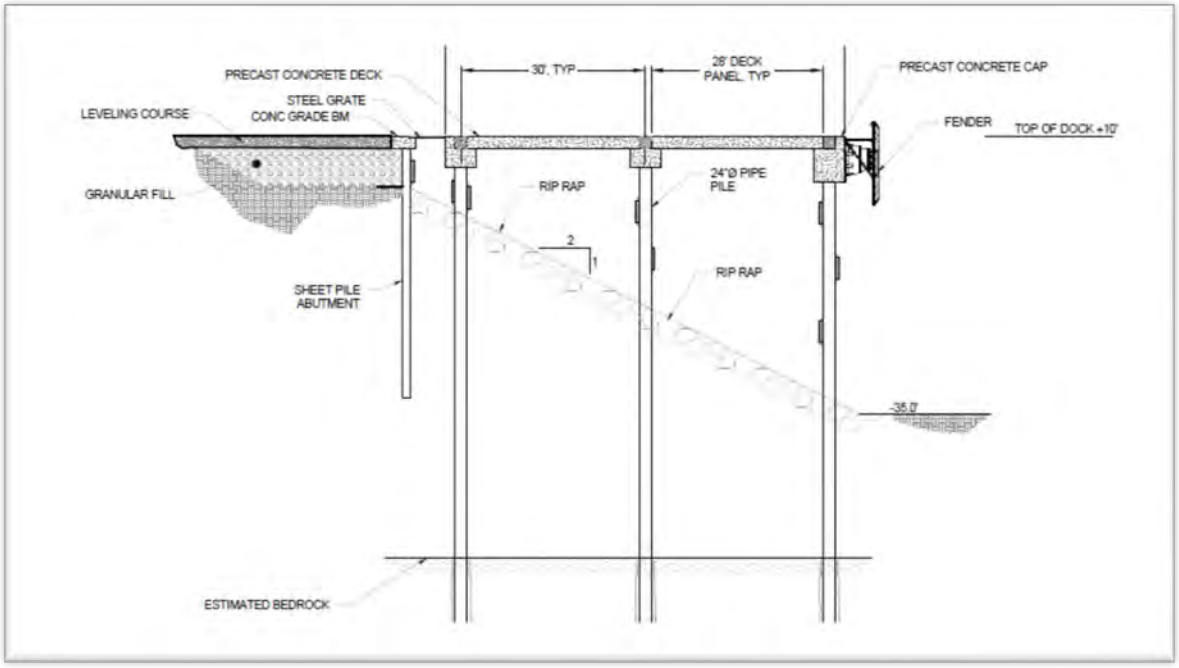


FIGURE 7 - TYPICAL DOCK SECTION

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
		Total	**$93,638,690**

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 incudes 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.

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 harbormaster'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,

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**
Thousands of Dollars					
Operating Revenues					
Harbor charges	103.3	375.3	55.4	44.2	90.2
Operating Expenses					
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
Total Operating Expenses	233.6	248.6	1,998.5	233.7	211.5
Operating Income (Loss)	-130.4	126.8	-1,943.1	-189.6	-121.4
Nonoperating Revenues (Expenses)					
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
Net Nonoperating Revenues (Expenses)	-427.6	0	0.0	0.7	1.7
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
Change in Net Position	-580.2	126.8	-1,943.1	-188.8	-119.7
Net Position (Deficit), beginning	*-328.4*	-908.6	-781.8	*-2,725.0*	-2,913.9
Net Position (Deficit), ending	-908.6	-781.8	-2,724.9	-2,913.9	-3,033.5

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
Dockage (Commercial)		
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
Dockage (Pleasure Craft)		
All pleasure vessels	$ 83.19	24 - hour period
Touch & Go		
All vessel classes	$ -	If at dock less than 15 minutes
Wharfage		
Per 2,000 lbs, minimum cargo $165.00	$ 5.32	
Per empty containers, flat, skid	$ 13.31	
Crab Pots		
Loading or offloading across City docks	$ 2.66	Per pot
Repairing/working pots on City docks	$ 9.08	Per pot
Storage on the Dock		
Authorized use only	$ 1.14	Per square foot per day
Unauthorized use only	$ 2.73	Per square foot per day
Notes		
Equipment going over the City Docks will be charged wharfage. Exceptions only when used for rock dredging and loading.		
1-Acre Upland Storage		
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

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

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

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

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

Saint Paul Harbor

Planning Drawings
Saint Paul, Alaska
JULY 2021

DESIGNED BY:

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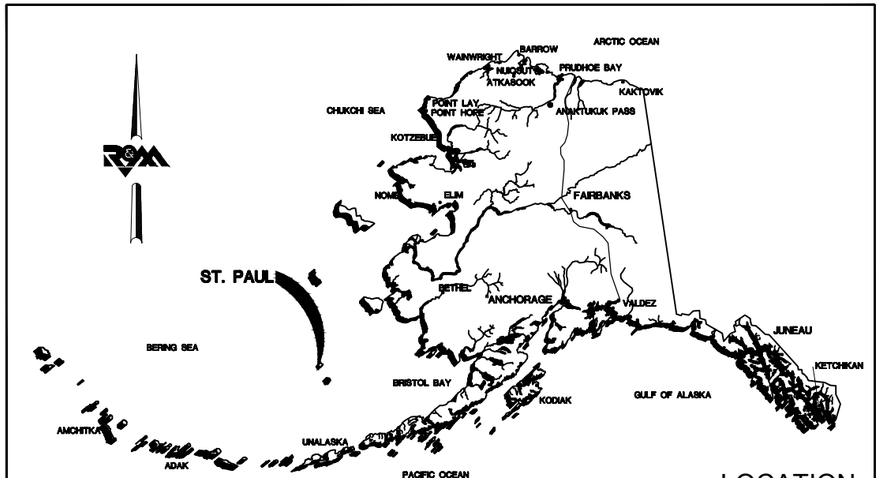
CORPORATE AUTHORIZATION NUMBER AECC111



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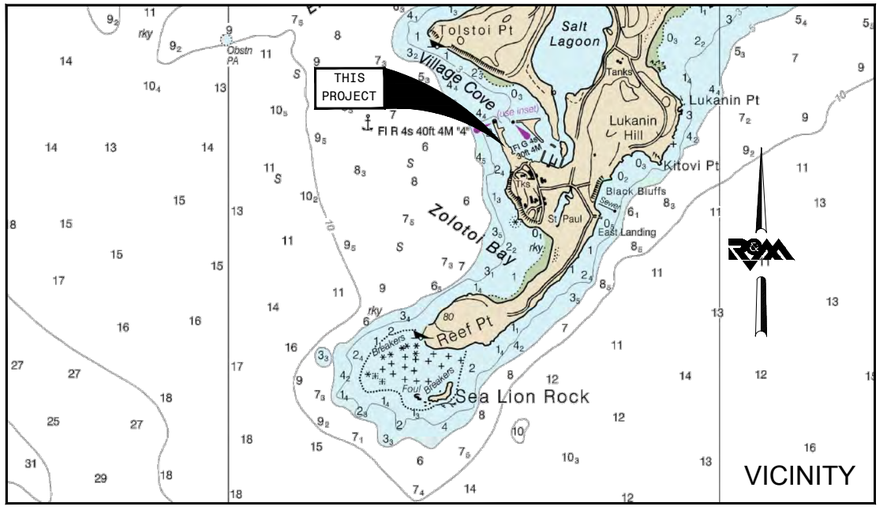

VICINITY

INDEX OF DRAWINGS

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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

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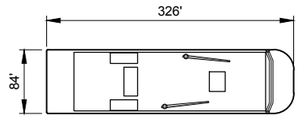

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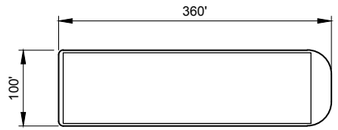

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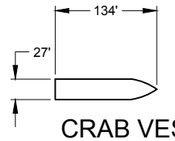

CRAB VESSEL - ARCTIC SEA
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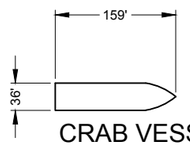

CRAB VESSEL - NORTHERN PATRIOT
1.) MAXIMUM DRAFT: 48'

1 DESIGN VESSELS

Scale: 1:100

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Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC
Checked By: JD
Date: JUNE 2021
Phase: CONCEPT PLANS
Project No: 2875.01
SHEET TITLE: DESIGN VESSELS
SHEET NO: **G2**

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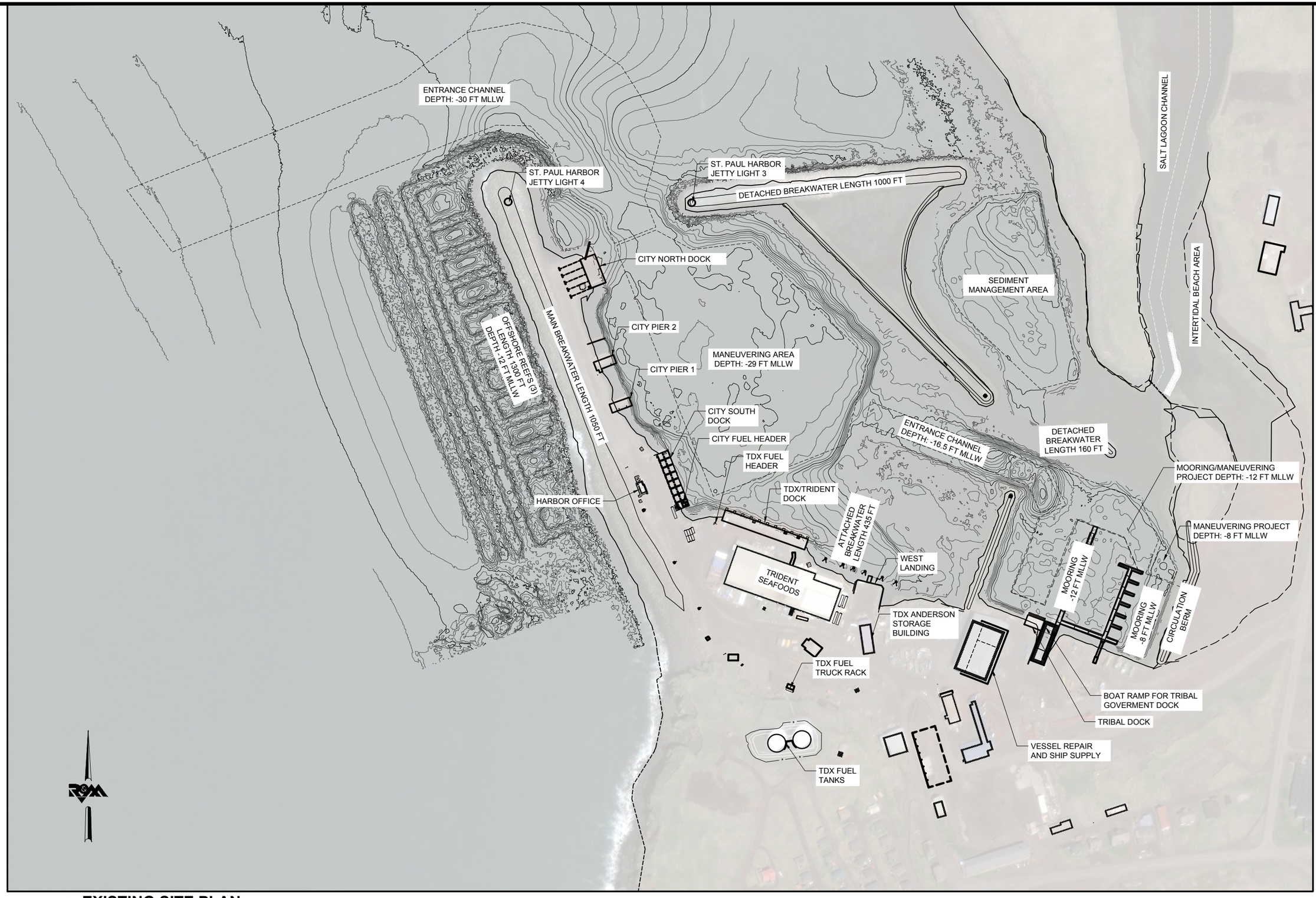

1 **EXISTING SITE PLAN**
Scale: 1" = 150'

0 150 300
SCALE IN FT

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Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

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

SHEET NO: **G3**

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1 **BREAKWATER CONCEPT A**
Scale: NTS

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Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC | Checked By: JD

Date: JULY 2021

Phase: CONCEPT PLANS

Project No: 2875.01

SHEET TITLE: BREAKWATER CONCEPT A

SHEET NO: **G4**

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1 **BREAKWATER CONCEPT B**

Scale: NTS

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

No.	Description	Date

Drawn By: JC | Checked By: JD

Date: JULY 2021

Phase: CONCEPT PLANS

Project No: 2875.01

SHEET TITLE: BREAKWATER CONCEPT B

SHEET NO: **G5**

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

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CORPORATE AUTHORIZATION NUMBER AECC111

Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC | Checked By: JD

Date: JULY 2021

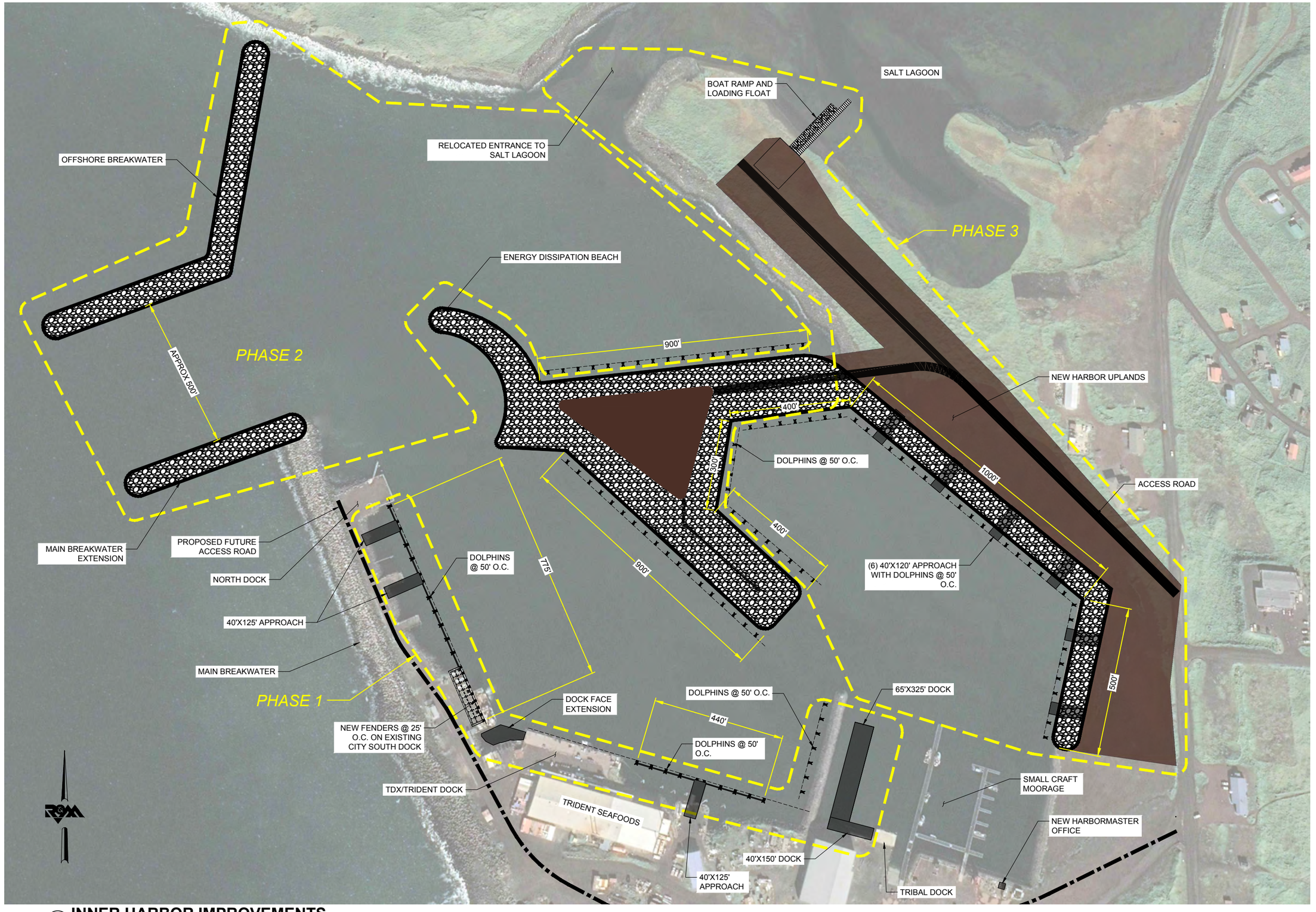
Phase: CONCEPT PLANS

Project No: 2875.01

SHEET TITLE: BREAKWATER CONCEPT B

SHEET NO: **G6**

Plotted 7/28/2021 9:26 AM by Jean Cumlat Z:\project\2875.01 C STPAUL Harbor Planning\Civil\ACAD\2875.01 – Breakwaters Concepts.dwg



1 **INNER HARBOR IMPROVEMENTS**
Scale: NTS

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CORPORATE AUTHORIZATION NUMBER AECC111

Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC | Checked By: JD

Date: JULY 2021

Phase: CONCEPT PLANS

Project No: 2875.01

SHEET TITLE: PHASED SITE PLAN

SHEET NO: **G7**

Plotted 7/30/2021 10:08 AM by Jean Cumlat
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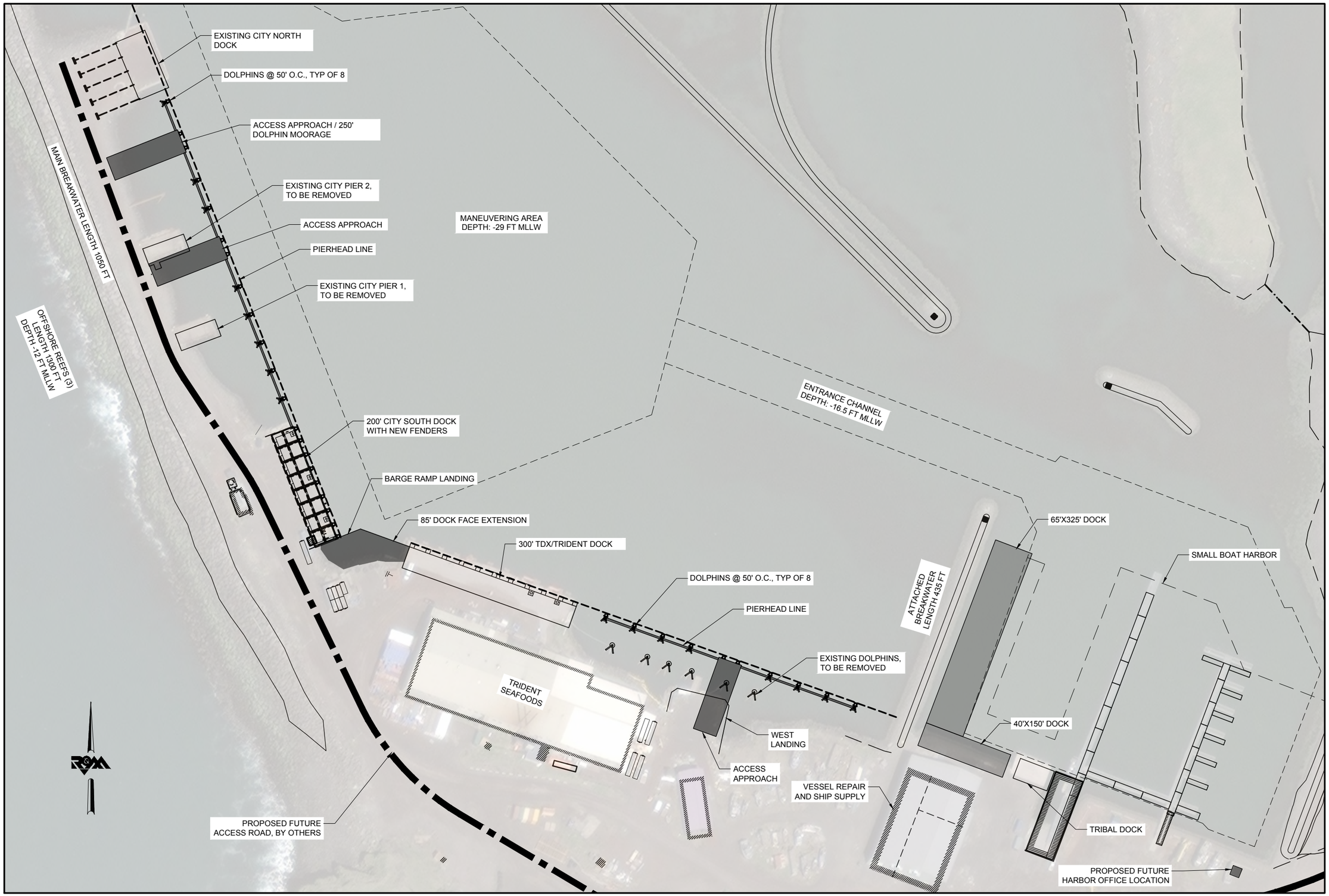

1 **PROPOSED SITE PLAN**
Scale: 1" = 150'

0 75 150
SCALE IN FT

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CORPORATE AUTHORIZATION NUMBER AECC111

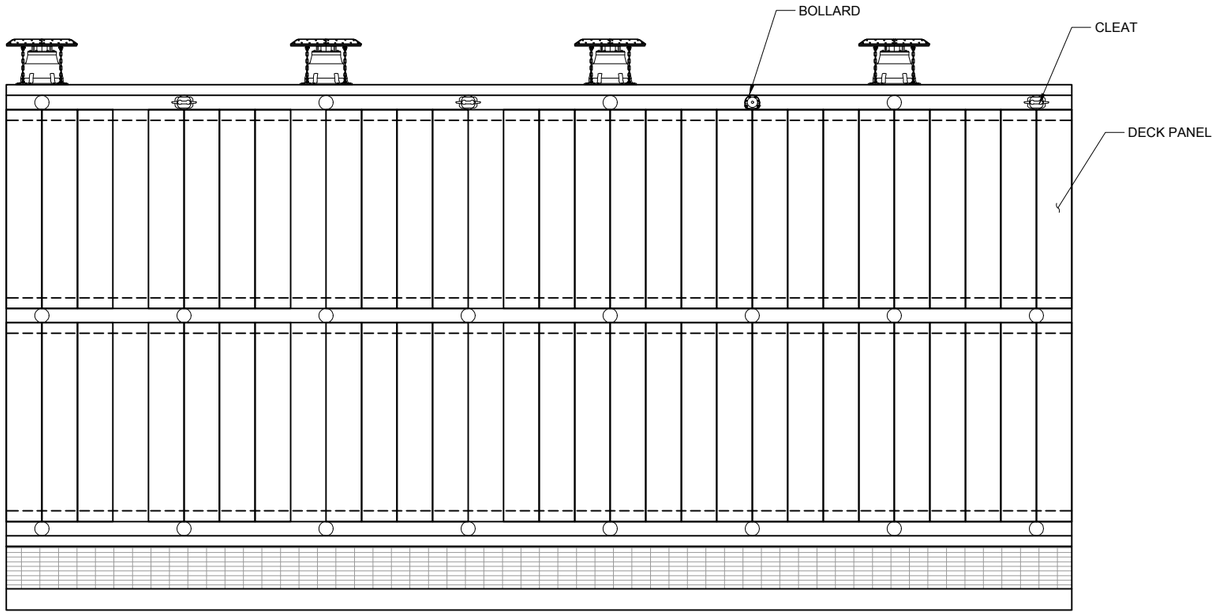
Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC
Checked By: JD
Date: JULY 2021
Phase: CONCEPT PLANS
Project No: 2875.01
SHEET TITLE: PROPOSED SITE PLAN
SHEET NO: **G8**

Plotted 7/28/2021 9:28 AM by Jean Cumlat Z:\project\2875.01 c STPAUL Harbor Planning\Civil\ACAD\2875.01 – Proposed Site Plan.dwg



150' DOCK SECTION

1 DOCK PILE LAYOUT

Scale: 3/32" = 1'-0"

2 ELEVATION

Scale: 3/32" = 1'-0"

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CORPORATE AUTHORIZATION NUMBER AECC111

Saint Paul Harbor Feasibility Study

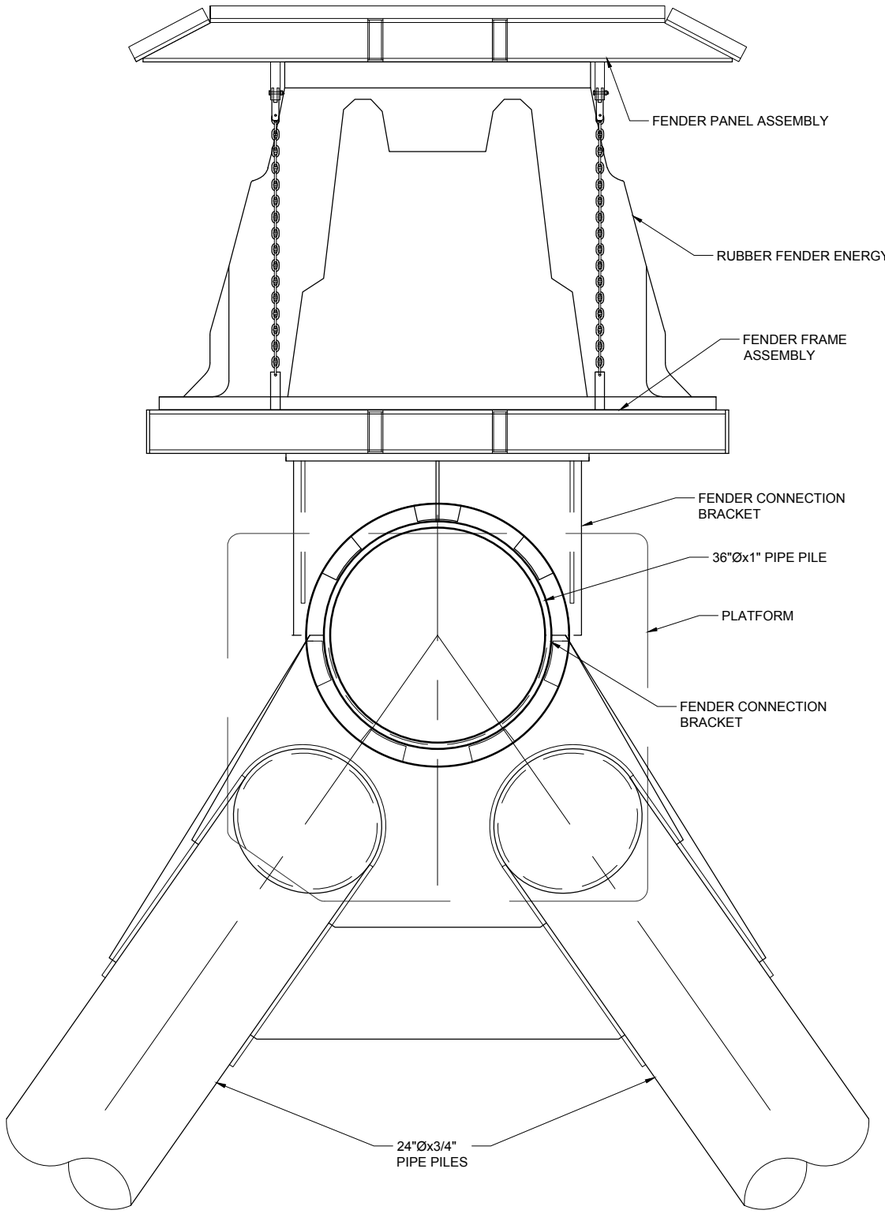
Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC
Checked By: JD
Date: JUNE 2021
Phase: CONCEPT PLANS
Project No: 2875.01
SHEET TITLE: PILE DOCK PLAN AND ELEVATION

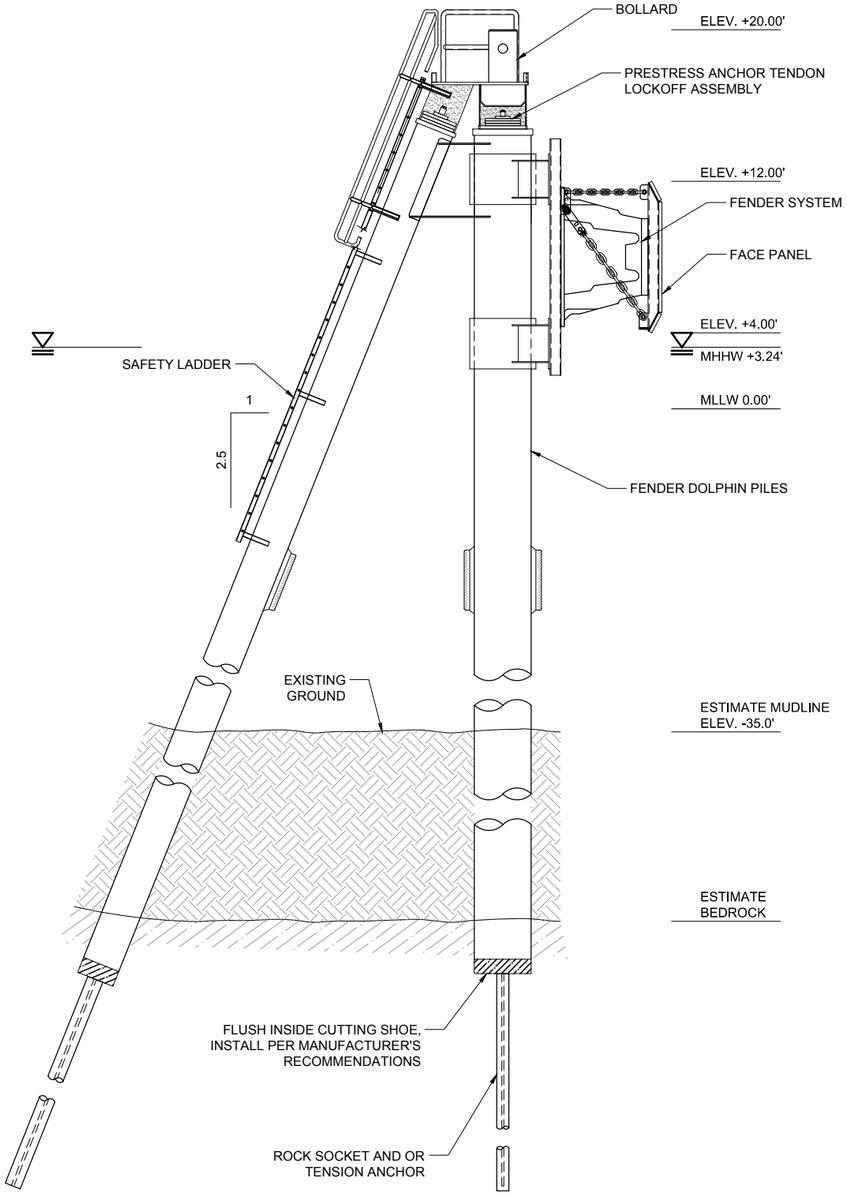
SHEET NO: **S1**

Plotted 6/22/2021 8:39 AM by Jean Cumlat
Z:\project\2875.01 C STPAUL Harbor Planning\Civil\ACAD\2875.01 – Pile Supported Dock.dwg



1 DOLPHIN PLAN

Scale: 1" = 1'



2 DOLPHIN ELEVATION

Scale: 1/4" = 1'-0"

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CORPORATE AUTHORIZATION NUMBER AECC111

Saint Paul Harbor Feasibility Study

Saint Paul Island, Alaska

No.	Description	Date

Drawn By: JC | Checked By: JD

Date: JULY 2021

Phase: CONCEPT PLANS

Project No: 2875.01

SHEET TITLE: DOLPHIN DETAILS

SHEET NO: **S2**

Plotted 7/28/2021 2:54 PM by Jean Cumlat
Z:\project\2875.01 C STPAUL Harbor Planning\Civil\ACAD\2875.01 – Dolphin Details.dwg

APPENDIX B

Harbormaster Office Concept Drawings

SAINT PAUL

SAINT PAUL HARBOR IMPROVEMENTS

SAINT PAUL, AK

CONCEPT

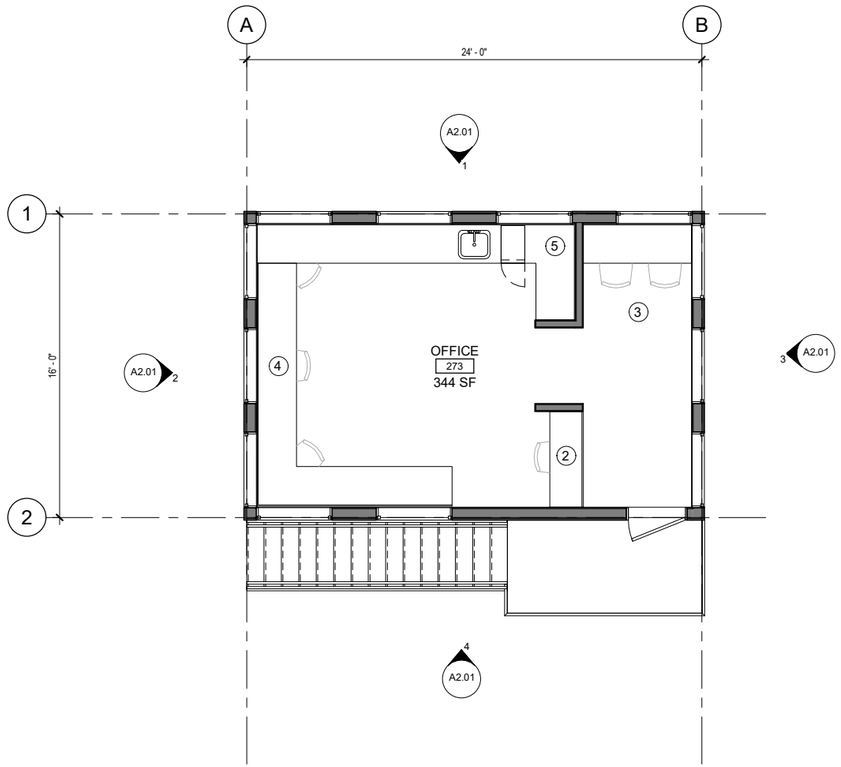
07.29.2021

ARCHITECT
KPB ARCHITECTS
500 L STREET, SUITE 400
ANCHORAGE, ALASKA 99501
Ph: 907.274.7443

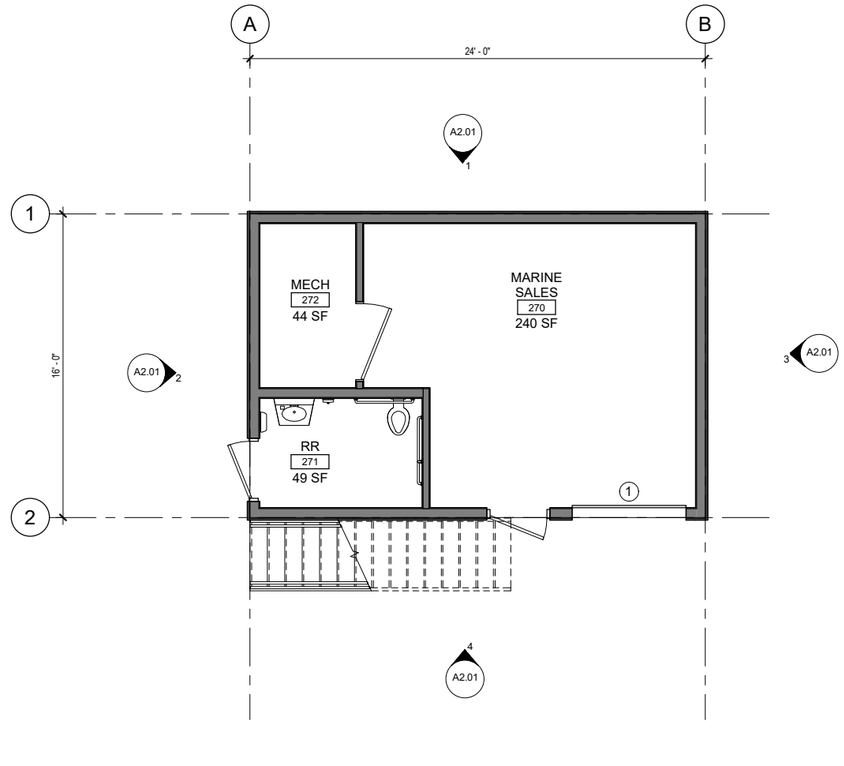
KPB ARCHITECTS

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"

Graphic Scale: 1 inch = 4 feet

0 4' 8' 12' 16'

N

CONCEPT-NOT FOR CONSTRUCTION

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AK CORPORATION # 34952 D

SAINT PAUL
SAINT PAUL HARBOR IMPROVEMENTS
CONCEPT
SAINT PAUL, AK

REVISION SCHEDULE

#	DESCRIPTION	DATE

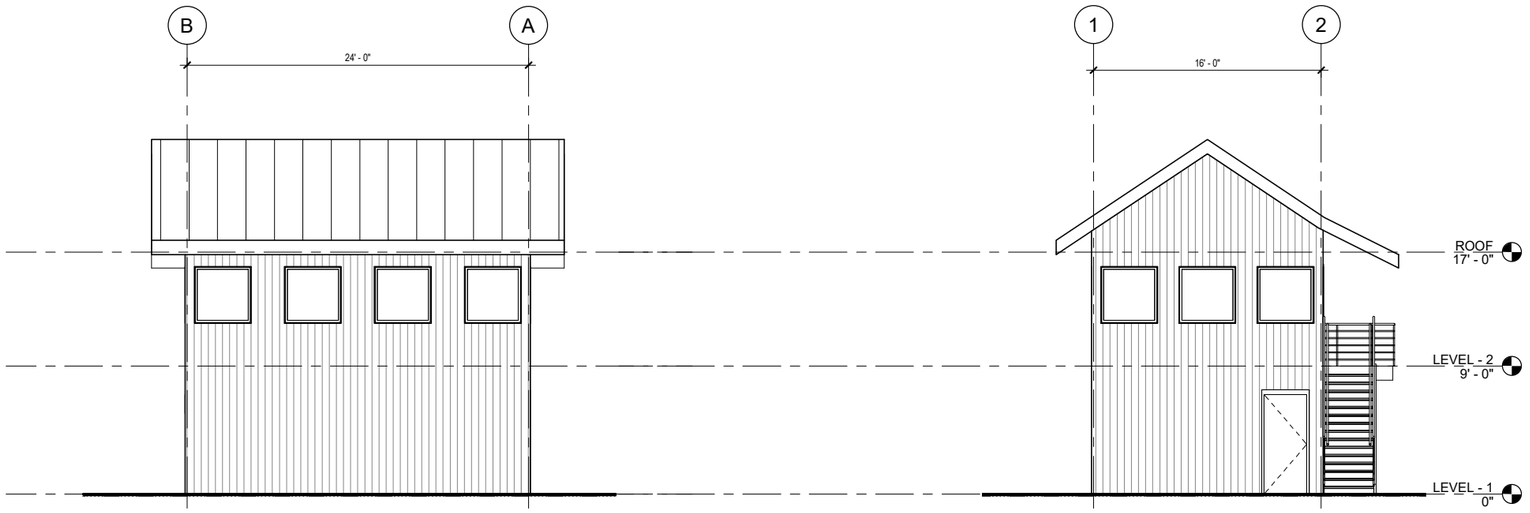
JOB NO.	20067.01
DATE	07.29.2021
DRAWN	TN
REVIEWED	JS

SHEET NAME
FLOOR PLANS

SHEET NO.
A1.02

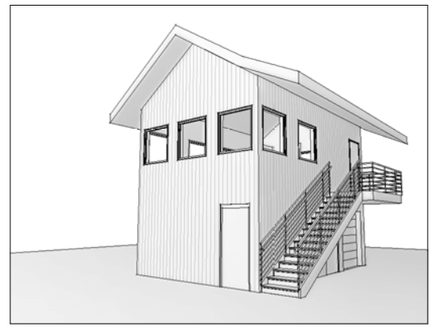
HALF-SCALE AT 11X17

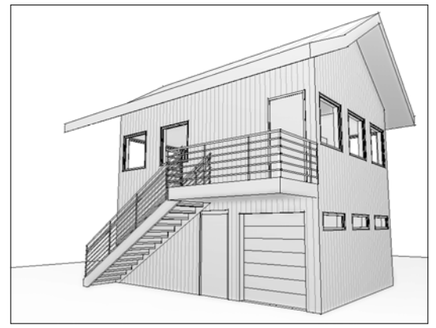
EXTERIOR MATERIAL LEGEND	
	DESCRIPTION
	STANDING SEAM METAL ROOF
	CEDAR SIDING

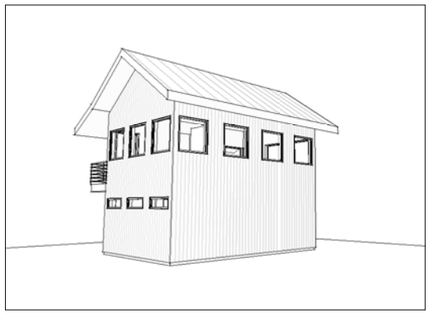


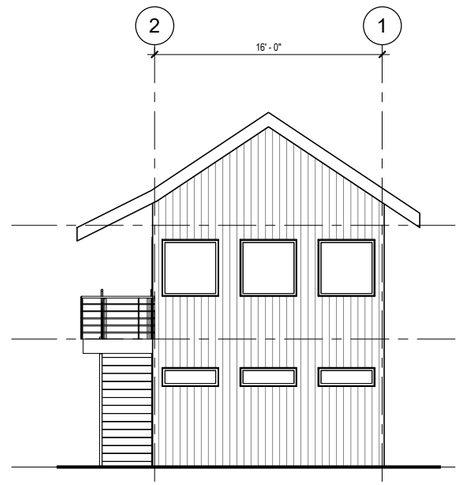
1 ELEVATION EAST NORTH
3/16" = 1'-0"

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

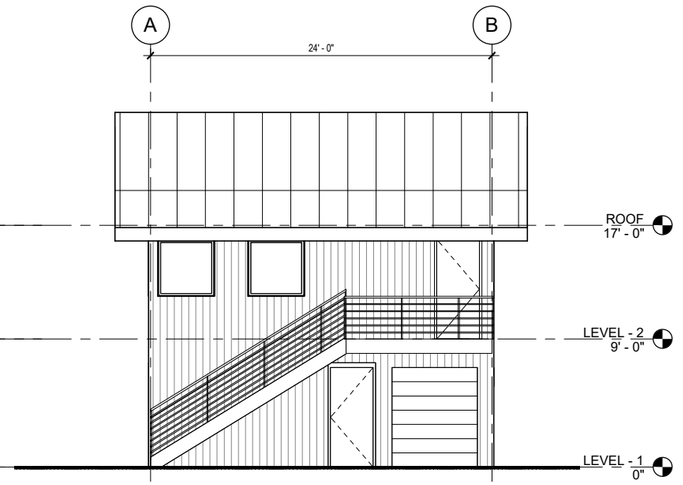








3 ELEVATION EAST
3/16" = 1'-0"



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

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AK CORPORATION # 34952 D

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

CONCEPT-NOT FOR CONSTRUCTION

HALF-SCALE AT 11X17

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 Nai	Name Type	Phone	File Numb	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 SP	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 CREEI	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 SAI	C	9074444008	331366	916 DELAN	ANCHORAC	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 INTEI	LAKEWOOI	WA	98499		##############	D	S	Yes	N/A
Arctic Lady		2020	37210	1979	131	192	97	1450	12000	9000	5800	PORTLAND	OR	604215	ARCTIC LAI	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 SEA	ARCTIC SEA	C	9072785151	469813	711 H ST #,	ANCHORAC	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	ANCHORAC	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 S	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 M	CASCADE M	C	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 FISHEI	C	4257872576	356733	BOX 12946	MILL CREEI	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	BELLINGHA	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 156TI	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 P	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	973478	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 A	ST GEORGE	C	4254868173	887602	23929 22N	BOTEHLL	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	ANCHORAC	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 179TI	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 AN	NORTH AN	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 SEA	ARCTIC SEA	C	9072785151	469813	711 H ST #,	ANCHORAC	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 FUI	OCEAN FUI	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 FIS	C	2535822580	645902	BOX 98929	LAKEWOOI	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	LONE		2067698008	496624	3315 150TI	MILL CREEI	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 PALM	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	1973	110	196	133	1125	7500	7500	52000	SEATTLE	WA	548750	PARAGON	RAINIER IN	C	2067753235	898391	605 12TH A	EDMONDS	WA	98020		##############	D	S	No	N/A
patricia lee		2020	35767	1978	116	195	132	1700	10000	7000	48000	DUTCH HAI	AK	597612	PATRICIA L	PATRICIA L	C	2067293125	658127	BOX 31091	SEATTLE	WA	98103		##############	D	S	Yes	N/A
Pinnacle	Two, but this is the only one with pots	2020	71174	1998	140	198	0	2000	15000	350000	70000	SEATTLE	WA	1075512	PINNACLE	FV PINNAC	C	4254868173	212717	23929 22N	BOTHELL	WA	98021		12/3/2019 0:00	D	S	No	N/A
Polar Sea		2020	303	1978	90	195	139	940	7945	7945	20000	KODIAK	AK	589317	POLAR SEA	ARCTIC HU	C	2535822580	694498	BOX 98929	LAKEWOOI	WA	98496		12/5/2019 0:00	D	S	Yes	N/A
Provider	This one? Vessel size is consistent with otl	2020	58	1973	136	186	123	1125	9300	9300	53000	KODIAK	AK	549174	PROVIDER	PROVIDER	C	4257759988	816862	BOX 37	KODIAK	AK	99615		##############	D	S	No	Bristol Bay
Ramblin Rose		2020	59686	1990	103	166	49	730	5000	5000	18000	JUNEAU	AK	957380	RAMBLIN F	DIAMONDI	C	9074444008	913325	916 DELAN	ANCHORAC	AK	99501		12/9/2019 0:00	D	S	Yes	N/A
Rollo		2020	30	1974	105	150	125	905	7500	7500	34000	SEATTLE	WA	555403	ROLLO	NYHAMME	C	2065425398	119398	18504 RIDC	SHORELINE	WA	98177		##############	D	S	Yes	N/A
Saga	Not sure; there are three, two with pots, l	2020	11022	1979	107	198	134	1040	7000	7000	35500	HOMER	AK	606800	SAGA	FV SAGA LL	C	9074444008	623150	916 DELAN	ANCHORAC	AK	99503		12/9/2019 0:00	D	S	Yes	N/A
Sandra 5		2020	70770	1998	113	0	0	1000	6600	6600	30000	WARRENDA	OR	1068196	SANDRA FI	HEUKER BF	C	5413748255	903678	BOX 98	CASCADE L	OR	97014		##############	D	S	Yes	N/A
Scandies Rose		2020	35318	1978	116	195	132	1600	0	0	0	DUTCH HAI	AK	602351	SCANDIES I	SCANDIES I	C	3608507655	343942	BOX 379	BREMERTC	WA	98337		12/4/2019 0:00	D	S	Yes	N/A
Seabrooke		2020	36800	1979	109	198	134	1350	6800	6800	27600	KODIAK	AK	614410	SEABROOK	SEABROOK	C	5095200911	387780	83972 EAS	MILTON FR	OR	97862		12/3/2019 0:00	D	S	Yes	N/A
Silver Dolphin		2020	121	1973	126	237	71	1300	7500	7500	48000	SEATTLE	WA	547726	SILVER DOI	BREKKAA		4257429133	222818	17403 5TH	BOTHELL	WA	98012		##############	D	S	Yes	N/A
Silver Spray		2020	60860	1990	116	197	134	850	9400	9400	25000	KODIAK	AK	964016	SILVER SPR	SILVER SPR	C	2063991822	422542	BOX 69	KODIAK	AK	99615		##############	D	S	Yes	N/A
Southern Wind	Two, but this is the only one with pots and	2020	40921	1981	144	493	147	1350	11000	0	72000	SEATTLE	WA	625927	SOUTHERN	TRIDENT SI	C	2067814524	590175	5303 SHILS	SEATTLE	WA	98107		##############	D	S	Yes	N/A
Storm Bird		2020	46854	1983	90	164	141	600	6000	4800	16000	KODIAK	AK	656842	STORM BIR	DOCHTERN		2062455153	888820	BOX 714	KODIAK	AK	99615		##############	D	S	Yes	N/A
Tempo Sea		2020	40817	1980	134	195	113	800	11000	11000	40000	JUNEAU	AK	620538	TEMPO SEA	TEMPO SEA	C	9074444008	620221	916 DELAN	ANCHORAC	AK	99501		12/9/2019 0:00	D	S	Yes	N/A
Time Bandit		2020	65577	1991	113	198	98	1200	0	6000	20000	JUNEAU	AK	973238	TIME BANI	TIME BANI	C	7037272858	231581	BOX 2270	ASHBURN	VA	20146		5/8/2020 0:00	D	S	Yes	N/A
Trailblazer		2020	33704	1978	134	197	134	1350	9000	9000	50000	KODIAK	AK	596514	TRAIL BLAZ	TRAILBLAZI	C	5419618137	426650	BOX 1027	NEWPORT	OR	97365		12/9/2019 0:00	D	S	Yes	N/A
Valiant	Three, but this is the only one with pots	2020	996	1969	111	199	195	1350	8500	8500	20000	SEATTLE	WA	522574	VALIANT	VALIANT FI	C	4254446816	583850	18211 85TI	EDOMNDS	WA	98026		##############	D	S	Yes	N/A
Viekoda Bay		2020	57971	1988	102	192	130	700	5200	5200	12000	KODIAK	AK	939078	VIEKODA B	NORTON		9075126073	112404	BOX 3282	KODIAK	AK	99615		##############	D	S	Yes	N/A
Western Mariner		2020	963	1977	115	197	138	850	7200	7200	40000	SEATTLE	WA	585926	WESTERN I	WESTERN I	C	2067833018	286386	5470 SHILS	SEATTLE	WA	98107		12/3/2019 0:00	D	S	Yes	N/A
Wizard	Three, two with pots, but I think it's this o	2020	35265	1978	156	499	371	1200	14000	14000	50000	SEATTLE	WA	594470	WIZARD	COLBURN		2068504212	266711	PMB 257-1	REDMOND	WA	98052		##############	D	S	No	N/A
Zone Five		2020	61718	1991	105	193	131	806	5500	5500	18000	WARRENDA	OR	974423	ZONE FIVE	HEUKER BF	C	5413748255	903678	BOX 98	CASCADE L	OR	97014		##############	D	S	Yes	N/A

Freezer Ca	Tender Pa	Charter	Fishing	Purse Sein	Beach Sein	Drift Gill N	Set Gill Ne	Hand Troll	Long Line	Otter Traw	Fish Whee	Pots	Power Tro	Beam Trav	Scallop Dr	Mechanica	Double Ot	Herring Gil	Pair Trawl	Diving Han	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	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	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	No	43791	2958465				
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	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	Yes	No	No	Yes	No	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	No	12/3/2019 0:00	12/31/9999 0:00				
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No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	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	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	##############	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	No	##############	12/31/9999 0:00		SONGSTAD	JOSHUA	
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	4/16/2020 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	No	##############	12/31/9999 0:00		REHDER	CHARLES	M
No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	5/12/2020 0:00	12/31/9999 0:00				
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No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	No	##############	12/31/9999 0:00		LENON	NORMAN	J
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	##############	12/31/9999 0:00				
No	No	No	Yes	No	No	No	No	No	No	Yes	No	Yes	No	No	Yes	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	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	No	##############	12/31/9999 0:00		LONE	OYSTEIN	
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	No	12/3/2019 0:00	12/31/9999 0:00				
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No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	12/3/2019 0:00	12/31/9999 0:00	TRS0198L0111			
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	12/5/2019 0:00	12/31/9999 0:00				
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No	No	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	##############	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	No	12/3/2019 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	No	##############	12/31/9999 0:00		BREKKAA	STAALE	
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	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	##############	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	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	No	No	No	No	No	No	5/8/2020 0:00	12/31/9999 0:00	8852356			
No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	No	No	No	No	No	No	No	12/9/2019 0:00	12/31/9999 0:00				
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No	Yes	No	Yes	No	No	No	No	No	Yes	No	No	Yes	No	Yes	No	Yes	No	No	Yes	No	##############	12/31/9999 0:00		NORTON	DONALD	
No	Yes	No	Yes	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	12/3/2019 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	No	##############	12/31/9999 0:00		COLBURN	KEITH	
No	Yes	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	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
	SUB TOTAL CONSTRUCTION PROJECT				$64,110,952
	ENGINEERING AND ADMIN	LS	1	$10,800,000	$10,800,000
	SUB TOTAL PROJECT				**$74,910,952**
				25% CONTINGENCY:	$18,727,738
				TOTAL PROJECT:	$93,638,690

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
	SUB TOTAL HARBORMASTER OFFICE				**$1,523,652**

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 EXTINGUSHERS ON DOCK	EA	2	$1,200	$2,400
	SUB TOTAL REFURBISH S DOCK				**$999,800**

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
	SUB TOTAL MOB AND DEMOB				**$5,970,000**

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
	SUB TOTAL ENGINEERING AND ADMIN				**$10,383,200**

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
	SUB TOTAL DOLPHIN				**$647,500**

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
	SUB TOTAL DOCK				**$3,575,000**

CITY OF
Saint Paul
ALASKA

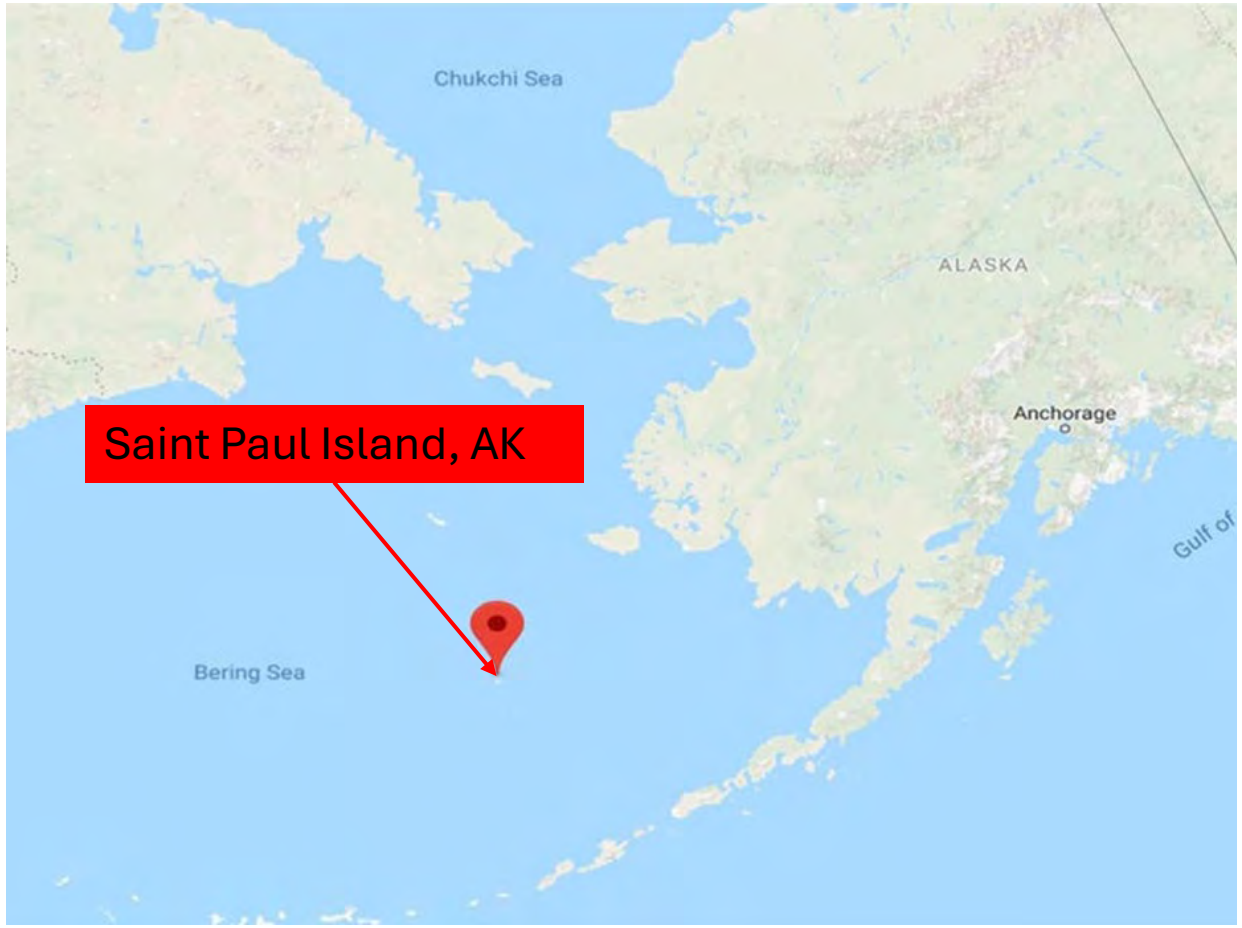
Saint Paul Harbor | Improvement and Expansion Feasibility Report

AUGUST 2021

photo credit: Aaron P. Lestonkof

ATTACHMENT B:
Saint Paul Harbor Project Component Photos and Maps

Advancing Critical Improvements at Saint Paul Harbor
Project Location



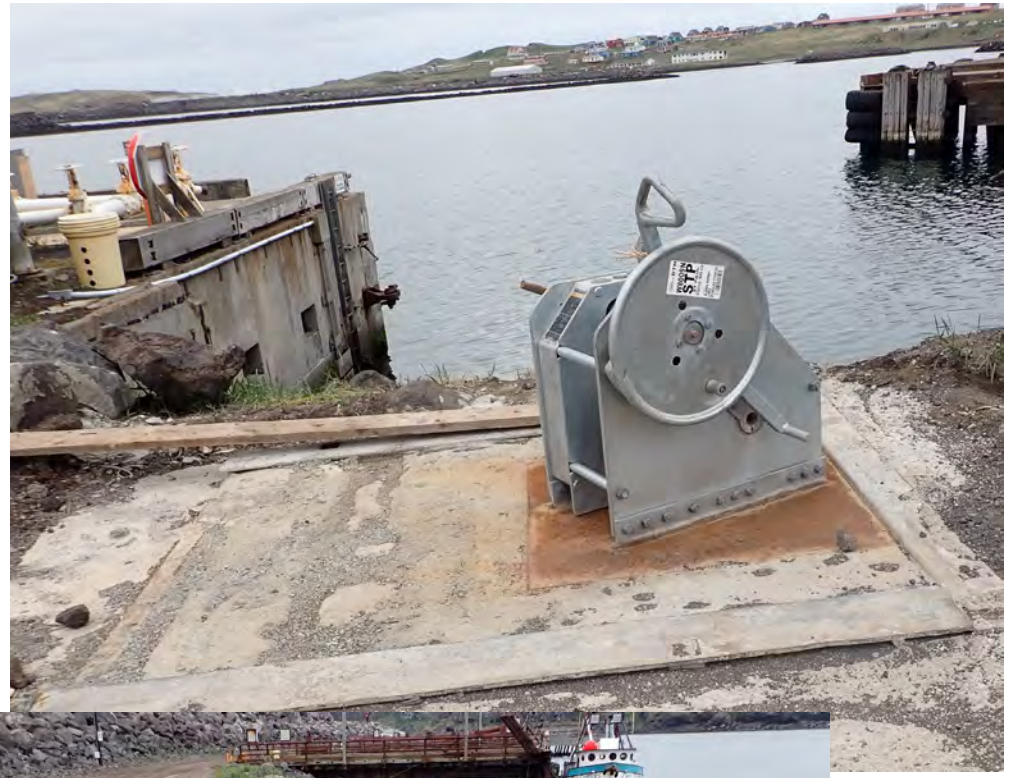
Town and Harbor on southern peninsula of Saint Paul island

Locations of the four project components (yellow area): City North Dock, City South Dock, Harbor Road, Harbormaster Office

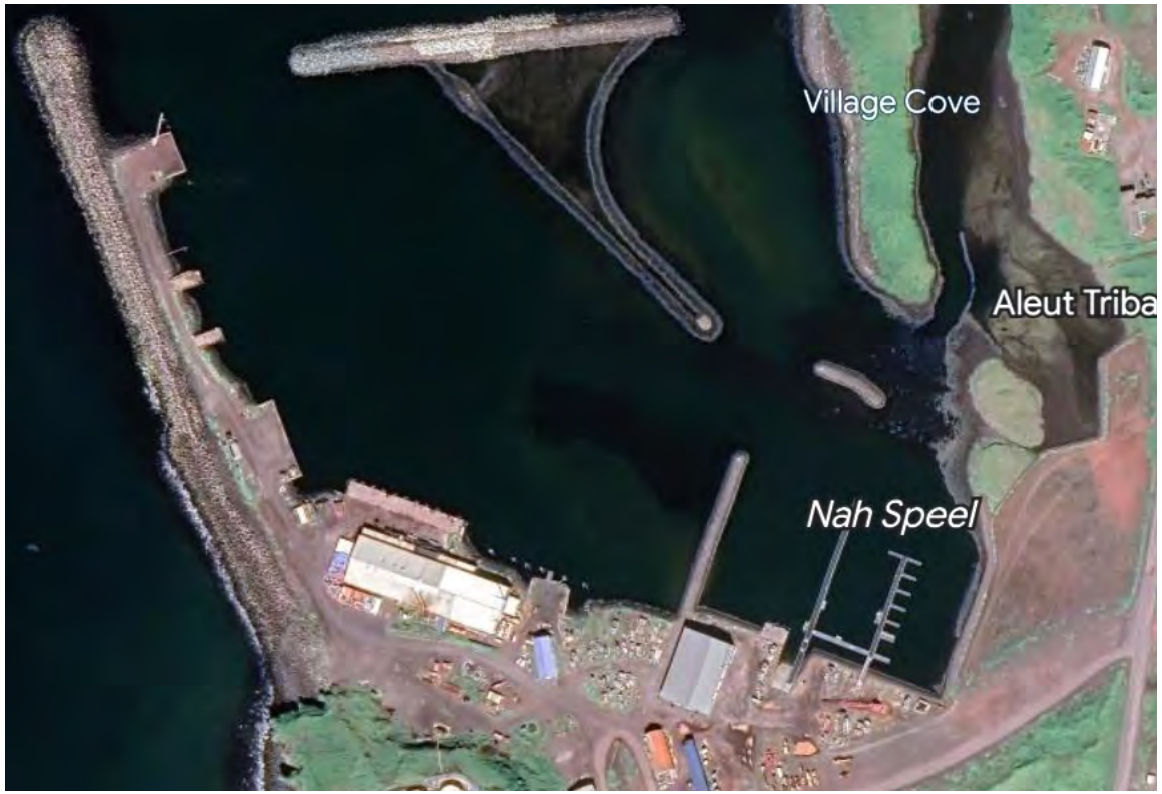
City North Dock and Piers

City South Dock

Welcome
St. Paul Is

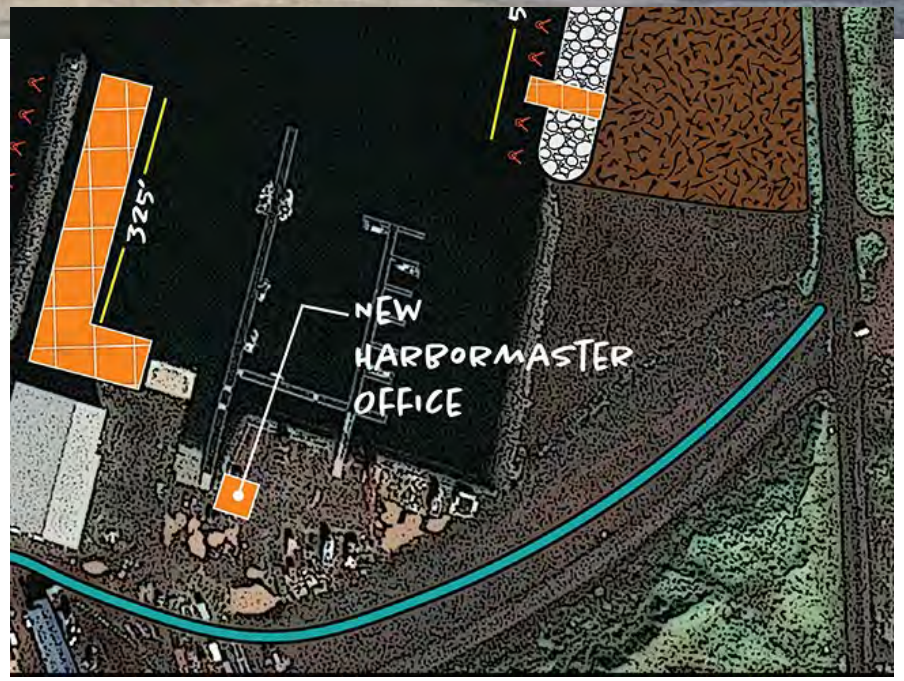


Harbor Road Realignment


Village Cove
Aleut Triba
Nah Speel

300'
400'
1000'
400'
400'
250'
CITY NORTH DOCK
300'
CITY SOUTH DOCK EXTENSION
500'
MAIN BREAKWATER
550'
325'
NEW HARBORMASTER OFFICE
NEW ACCESS ROAD

Harbormaster Office


325'
NEW
HARBORMASTER
OFFICE

ATTACHMENT C:
City of Saint Paul FY24 PIDP Grant Application

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
Cell 907.717.8307
pazavadil@stpaulak.com

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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

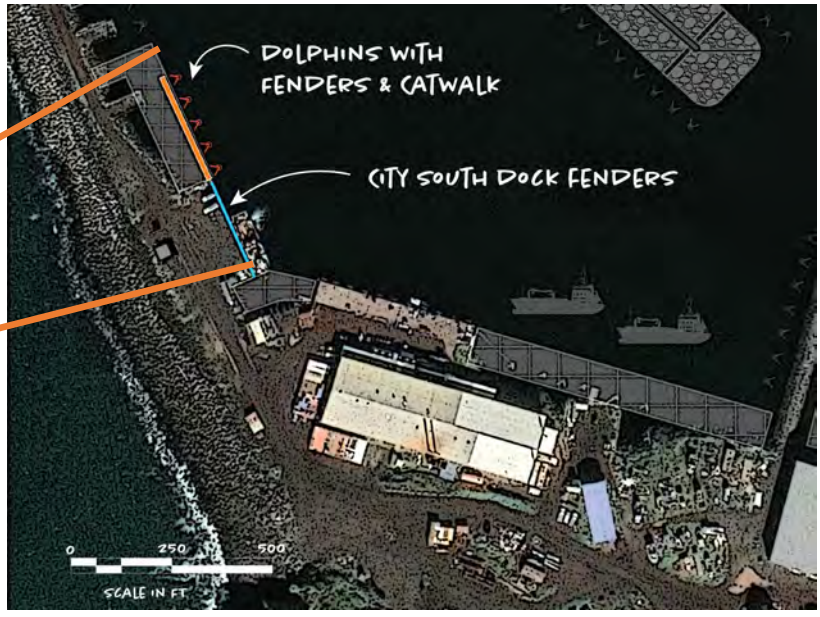
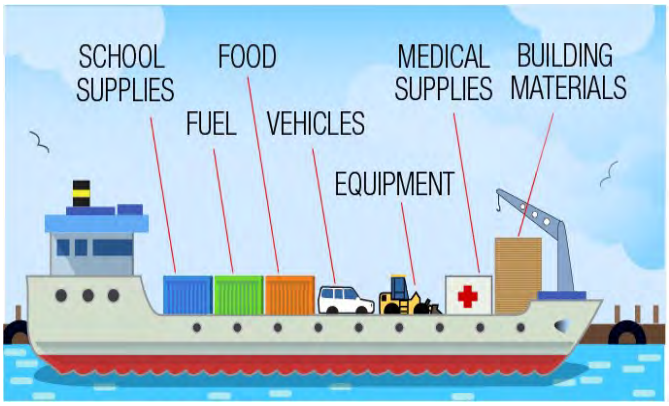


Figure 2: Project Overview



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.

Figure 4: Tug Malolo pushing barge to City South Dock

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 routine-ly 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

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 ves-sels 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

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

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 superhighways 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.

Figure 6: Saint Paul Island

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 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 (80-90th percentile)

High population without health insurance (90-100th percentile)

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

Low life expectancy (70-80th 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
Total Project Cost:	**$11,728,952**	**$11,728,952**

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.

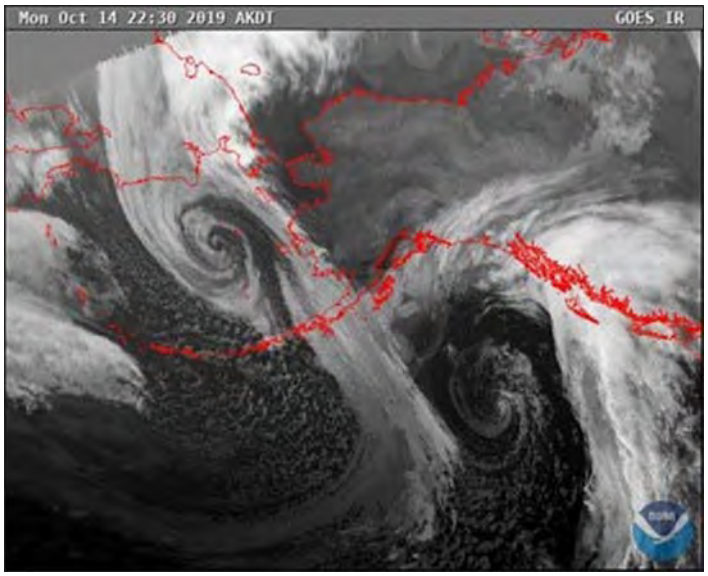


Figure 8: Typhoon that caused damage to Saint Paul Island in 2019

The City South Dock, a core transportation asset, requires replacement and modern upgrades to correct deficiencies identified in the City's Capital Improvement Plan[1] 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

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 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.

Figure 9: City South Dock

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.

[1] 2017-2021 CIP (later amended to con nue through 2023, with the 2024-2028 currently in dra) h ps://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 offloading 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.

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

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.

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

<u>Supporting the Fishing and Seafood Industry</u>

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.

<u>Economic Diversification</u>

Harbor-area transportation improvements help implement all five goals in the Saint Paul Island Comprehensive Economic Development Strategy[2].

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.

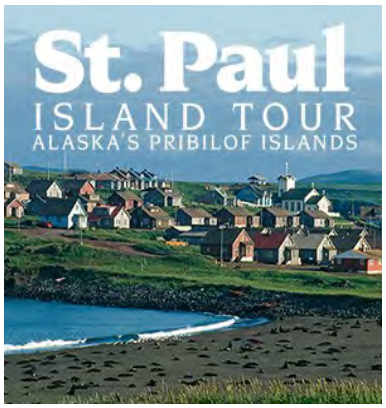


Figure 12: Saint Paul Island Tours

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.

[2] 2024-2028 dra htt s://www.aleut.com/wp-content/uploads/2023/12/St-Paul-CEDS-Public-Review-Dra -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.

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

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, tsunami, 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: Unangun Tunuu in the Saint Paul Island school. Credit: TanamAwaa.com

The impacts of global climate change experienced on Saint Paul Island are severely disproportional 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.

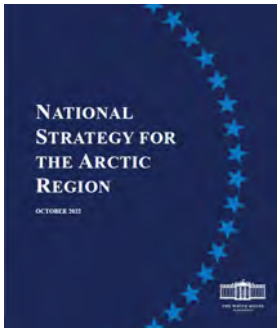
Wave action during fall storms has intensified due to the lack of sea ice that has historically protected against the formation of erosive waves. Cliffs along the southeastern side of the island have also experienced erosion because of the changing timing and extent of freezing temperatures that previously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

The Alaska Climate Research Center observed a change of annual average daily temperature on Saint Paul Island from 34.4ºF from 1950-1960, to 36.7ºF 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 (ºF) (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.

<u>One of the Project benefits is the reduction of GHG emissions and particulates in the transportation sector.</u>

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 CO2.

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:

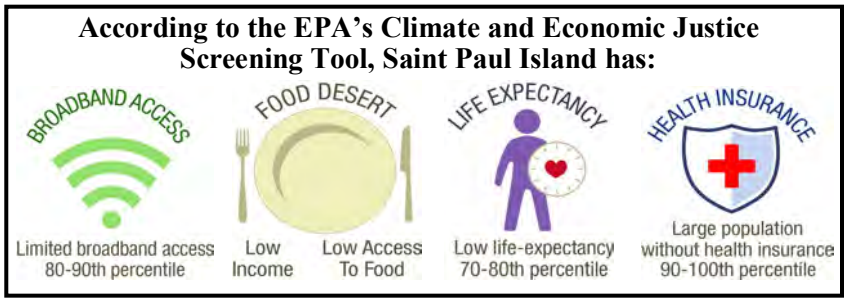
1) Evaluate options for increasing efficient vessel operations. Well-designed docks and berthing facilities can improve the efficiency of vessel operations, reducing the time ships spend idling or maneuvering to dock. Efficiency improvements could lead to fuel savings and lower emissions per vessel visit.
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 Justice40

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

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 disproportionally 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.



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:

a) **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 CO2.

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
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-ting 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 ves-sels 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.

ATTACHMENT D:
City of Saint Paul FY24 PIDP Award Selection Letter

From: Phillip A. Zavadil
To: Lynn Sterbenz
Subject: FW: [EXTERNAL] PIDP 2024 – City of Saint Paul – Congratulations
Date: Monday, December 9, 2024 8:45:05 AM
Attachments: Welcome Aboard letter PIDP 2024 Final.pdf

From: "Bohnet, David (MARAD)" <david.bohnet@dot.gov>
Date: Monday, December 9, 2024 at 6:34 AM
To: Phillip Zavadil <pazavadil@stpaulak.com>
Cc: PIDPGrants <PIDPGrants@dot.gov>
Subject: [EXTERNAL] PIDP 2024 – City of Saint Paul – Congratulations

Greetings,

Congratulations on your $11,025,219 Port Infrastructure Development Program (PIDP) FY 2024 grant award which MARAD awarded for the following scope of work:

++++++++
"The project will renovate the City South Dock by installing new fenders; replacing and upgrading bull rails, ladders, and cleats; adding new 80-ton bollards; installing safety equipment; adding new mooring dolphins with energy-absorbing fenders connected by a catwalk; and includes all related design, engineering, and environmental activities."
++++++++

The Maritime Administration (MARAD), as the lead oversight agency (OA) on this project, has worked very hard to increase US DOT support for port infrastructure development and looks forward to working with you.

MARAD would like to initiate communications regarding the "next steps" needed to advance your project. We have created the attached welcome letter with pertinent information about what you should know, and next steps needed to complete the process.

Our Program Office will soon be setting up two TEAMS calls to review the Federal requirements and next steps towards finalizing the grant agreement. Both will cover the same material and most likely be scheduled in the afternoon (EST) to accommodate as many customers and schedules as possible. These will cover ~80% of pre-award requirements applicable to all grants. Both these calls will be followed up with communications regarding the individual teams (such as Environmental & Engineering) who will be supporting your project during the pre-obligation phase of the award. They will review your specific project in more detail at that time.

There are several concurrent tasks that must be completed prior to the execution of the agreement. Each of these tasks will be spearheaded by a corresponding MARAD team member. These tasks include the successful negotiation and finalization of the grant agreement; the completion of a National Environmental Policy Act (NEPA) review; the

completion of a National Historic Preservation Act (NHPA) Section 106 consultation; Title VI assessment and the completion of an Engineering Risk Register after a full evaluation of the project.

Your project will soon be assigned a Grant Management Specialist (GMS) who will serve as your primary point of contact and liaison with the various MARAD departments that will support grant agreement development.

Have a wonderful day, and again, congratulations,

David Bohnet

Division Chief, Grant Management
Office of Port Infrastructure Development
1200 New Jersey Ave, SE
W21-226
Washington, DC 20590
202-366-0586
David.bohnet@dot.gov

Welcome Aboard!

Congratulations on your selection to receive a Port Infrastructure Development Program (PIDP) FY 2024 grant award. Now that you have been selected for an award, the Maritime Administration (MARAD) would like to move towards executing a grant agreement and fully obligating the funds as soon as possible, so that you may begin work on your project. To that end, we have created this document to provide some early guidance on what the next steps will be as well as provide pertinent information that you need to know regarding the goals, expectations, and requirements for managing your grant.

Next Steps

1. Kick-off webinar to provide an overview of the program, including background and details related to scope, schedule, and budget.
2. Initial call between the MARAD and recipient team members.
3. Complete pre-award Federal requirements, including:
    a. National Environmental Policy Act (NEPA) review,
    b. Section 106 of the National Historic Preservation Act (NHPA) consultations,
    c. Recipient's Letter of Funds Availability, and
    d. Title VI Assessment, as applicable.
4. Develop scope, schedule, budget, and any other areas requiring Recipient input in the draft grant agreement.

Estimated Grant Agreement Execution Process Timeline:

Action	Responsible Entity	Estimated Time
Kick-Off Webinar	MARAD	Within one month of receiving this document
Initial team meetings	MARAD	Within 2 months of receiving this document
Complete NEPA	Recipient and MARAD	5-20 months
Complete Section 106 of NHPA	Recipient and MARAD	5-20 months
Title VI Assessment	Recipient	6-9 months
Letter of Funds Availability	Recipient	Any time before grant execution, but should not be submitted until after the project budget is finalized
Execute Grant Agreement	Recipient and MARAD	1-4 months after NEPA completion
Estimated total time until Grant Execution		6-24 months

Point of Contact:
Your grant will be assigned to a Grant Management Specialist. This person serves as the primary point of contact for your grant until grant execution. Your Grants Manager should be the first person you contact when questions or issues related to your grant arise, as well as when technical

assistance, clarification, or other resolution is needed. Your Grants Manager will provide a full list of the contacts related to your project.

Before grant agreement execution, you should:

1. Assist MARAD in the NEPA review process – All grant projects must undergo a NEPA review before execution of the grant agreement, even those projects that will result in a Categorical Exclusion class of action. Review the environmental documents when provided by the MARAD Office of Environmental Compliance and start to formulate the action plan to complete the required documentation as soon as possible. If your project will require consultation or coordination with other service agencies (e.g., National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (FWS)), please begin that process as early as possible to avoid delaying the NEPA process.
2. Assist MARAD in the NHPA Section 106 consultation process – Section 106 requires MARAD to identify and assess the effects its actions may have on historic properties. Please review your project and what may be required to complete this process. The MARAD National Historic Preservation Officer will help with this requirement.
3. If your project includes a non-Federal cost match, submit to MARAD your non-Federal match documentation – MARAD requires that you provide a letter of match commitment confirming that the non-Federal match outlined in your application is secured and dedicated to the project. We cannot execute a grant agreement without this funding commitment letter. MARAD will provide an example of what this documentation should look like, upon request.
4. Develop draft Grant Agreement – Work with MARAD on finalizing the draft Grant Agreement, including project scope, schedule, and budget.
5. Ensure Build America, Buy America Act ("BABA" or "Buy America") compliance – Review the materials required to execute the project scope to ensure compliance with the applicable Buy America requirements (see Buy America Requirements below). MARAD cannot obligate PIDP funds unless all steel, iron, manufactured products, and construction materials are made in the US or a waiver applies.
6. Complete the Title VI Assessment. These requirements may vary depending on whether you are an existing or new MARAD grant recipient. MARAD's external civil rights coordinator will assist you with these requirements.

Before grant agreement execution, you should <u>NOT</u>:

1. Begin any construction activities – <u>No construction</u> (i.e., activities that disturb the land in any way or involve in-water work) can take place prior to NEPA completion or you risk jeopardizing your entire Federal award. Certain activities, such as field surveys, studies, and/or investigations that require minimally invasive environmental disturbances may be permitted only with prior notification to and approval from MARAD. For more information on which activities are and are not allowable before NEPA is complete, refer to MARAD's "Process on pre-NEPA Field Surveys Prior to Grant/Loan Award Execution" document provided by MARAD's Office of Environmental Compliance.

After NEPA completion but before grant agreement execution, construction activities can only begin with written pre-approval by MARAD.

2. Incur any project costs without MARAD's written approval (regardless of whether the costs would be reimbursed with PIDP grant funds or charged to your non-Federal cost share) – Pursuant to 46 U.S.C. 54301(a)(10)(B) and 2 CFR 200.458, PIDP recipients must apply to MARAD for approval to incur and expend any Federal or non-Federal project costs prior to grant agreement execution. If you would like to begin incurring certain eligible project costs, please contact your Grants Manager and they can explain the process and provide you with the "Pre-award costs application." Generally, to be allowable, at a minimum, the costs must:
    a. Be for pre-construction activities (unless NEPA is already completed);
    b. Not yet be incurred or expended;
    c. Comply with all Federal requirements;
    d. Be included in the applicable PIDP grant application as future eligible costs;
    e. Be necessary for the efficient and timely performance of the scope of work; and
    f. Be directly pursuant to the negotiation and in anticipation of the Federal award.

Additional Things to Consider:

Procurement methods:

The acquisition of goods and services must follow the procurement standards described in 2 C.F.R. 200.317-327. A State or Indian Tribe must follow the same policies and procedures it uses for procurements from its non-Federal funds. All other non-Federal entities must conduct all procurement transactions for the acquisition of property or services in a manner providing full and open competition consistent with the standards described in 2 C.F.R. 200.319-320. Noncompetitive procurements can only be awarded in accordance with 2 C.F.R. 200.320(c) and with the written approval of MARAD.

Minimum Wage Rates:

You must 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.

Small and Disadvantaged Business Enterprises Requirements:

If any funds under this award are administered by a State Department of Transportation, those funds must be expended in compliance with the requirements at 49 C.F.R. part 26. Otherwise, you must expend all funds under this award in compliance with the requirements at 2 C.F.R.

200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act):

The Uniform Act and implementing regulations at 49 CFR part 24 apply when Federal aid is used to fund any phase of the project. For example, if you use local funds for a right-of-way acquisition that is in anticipation of this USDOT project, you must still comply with the Uniform Act related to those right-of-way activities to be eligible to receive these Federal funds.

Buy America Requirements:

Your project is an infrastructure project. Therefore, all iron, steel, manufactured products, and construction materials used in the project for infrastructure expenditures[1] are subject to the domestic content requirements of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. 184, as implemented in the terms and conditions and exhibits of the grant agreement.

You must not use funds provided under this award 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.

When necessary, you may apply for, and the USDOT may grant, a waiver from the Buy America preference if the USDOT determines that:

> (i) applying the Buy America preference would be inconsistent with the public interest;
> (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
> (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

On August 16, 2023, USDOT announced a public interest Waiver of Buy America Requirements for De Minimis Costs and Small Grants. Under this waiver, you may use a de minimis amount of non-compliant iron, steel, manufactured products, and construction materials in your project as long as the total value of the non-compliant products is no more than the lesser of $1 million or

[1] Noninfrastructure spending should comply with the Buy American Act requirements at 41 U.S.C. chapter 83.

5% of total applicable costs for the project. Total applicable project costs are defined as the cost of materials (including the cost of any manufactured products but excluding labor costs) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver.

Please notify MARAD as soon as possible when a potential Buy America issue arises.

Conflicts of Interest:
You must establish and maintain written Standards of Conduct covering conflicts of interest and governing the performance of your employees that are engaged in or otherwise involved in the award or administration of third-party contracts. Additionally, you must be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage. You must disclose, in writing, any potential or real conflicts of interest to MARAD in accordance with 2 CFR 200.112.

ATTACHMENT E:
FY24 PIDP General Terms and Conditions (MARAD)

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 this 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.

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

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.

ATTACHMENT F:
MARAD NEPA Process

MARAD (MAR410.1 Office of Environmental Compliance) Process on NEPA for Grantees 082525

The purpose of this document is to provide information to grantees and/or their consultant on MARAD's NEPA process in an effort to streamline and expedite NEPA. It is the grantee's responsibility to ensure that the information contained herein is followed.

General Information

MAR410.1 strongly recommends that the grantee retain the services of an environmental consultant who is experienced in the preparation of documentation under the National Environmental Policy Act (NEPA) if an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required to be completed for the project. Grantees should carefully consider the qualifications and expertise of their consultant to ensure they are well versed in the NEPA process. Submit qualifications of the proposed consultant to MAR410.1 for approval.

It is MAR410.1's experience that reviews will take months longer, significant editing will be required, and exponentially more reviews of the document will be required when a grantee chooses to prepare a NEPA document in-house or chooses to retain the services of a consultant that does not regularly perform NEPA analyses.

MAR410.1 recommends an initial discussion with the grantee and/or their consultant take place within 30 days of grant award. This discussion will help MAR410.1 make a final determination of the project's NEPA level of review. As appropriate, follow-on discussions may be recommended to include USACE and other federal, state, and local service agencies. Early coordination is key to streamlining the NEPA process and minimizing duplication of effort where possible.

Determining NEPA level of review

The grantee should be prepared to share information related to the scope and schedule, as well as any existing documentation such as maps, plans, engineering drawings, studies and investigations related to the project, and environmental reports. Prior to making a final determination of NEPA level of review, the following must be provided to MAR410.1:

- Draft schedule of NEPA milestones
- 30% design plans
- Qualifications of anticipated contractor
- Contractor's disclosure statement
- Detailed scope of work
- Purpose and Need statement
- Identification of any alternatives beyond Proposed Action and NAA
- List of anticipated permits
- List of anticipated impacts
- Independent utility memo (if applicable)
- Scoping and public involvement plan (if applicable)
- List of any studies or field work completed or will be necessary and estimated completion date.

Once all this information has been submitted and reviewed, MAR410.1 will send an email to the grantee notifying that the NEPA start clock has commenced (one year for EA's and two years for EIS's).

Site Visits

MAR410.1 will conduct a site visit. The purpose of the site visit is to document the existing site conditions and make an initial assessment of the project's potential environmental impacts. As appropriate, it is suggested to include the environmental consultant, USACE, and other service agencies in the MAR410.1 site visit.

Categorical Exclusions Scope of Work

Generally, Categorical Exclusions are prepared by MAR410.1 staff. The grantee should prepare a detailed scope of work to reflect the actual project to be completed. This scope of work provided to MAR410.1 should align with the scope of work for the grant agreement. In some cases, there may be changes to project elements between the submission of an application and grant award. The scope of work should also reflect, as much as possible, any design changes that could potentially occur. The rationale being to avoid revisiting NEPA once it is completed, if possible. MAR410.1 recommends that the grantee submit the scope of work within 30 days of grant award.

Timeline and Schedule

NEPA requires a 1-year time limit for completion of EA's and a 2-year time limit for EIS's. MAR410.1 will determine the start date, consistent with NEPA, and notify the grantee and/or their consultant accordingly. Grantees should submit a detailed schedule for NEPA completion within 30 days of grant award for MAR410.1 review and approval. The schedule should outline significant milestones in the environmental review process, such as required consultation and public involvement, as appropriate. MAR410.1 will provide a schedule template for the grantee to fill out.

Section 7 of the Endangered Species Act

MAR410.1 recommends that within 30 days of grant award, the grantee and/or their consultant determine if there are threatened/endangered (T&E) species or critical habitats in the project area and if these resources will be affected so that the consultation processes can be initiated as quickly as possible.

MAR410.1 will generally delegate the preparation of consultation letters to the grantee and/or their consultant via email. The grantee and/or their consultant must ensure in advance this is accepted by the service agency. Some agencies require a formal letter from MARAD, and the instructions are described in detail in additional attached documents. After the grant award notification, the grantee should accomplish these activities as early as possible.

Under the implementing regulations, MARAD will designate a non-federal representative to conduct formal consultation or prepare a biological assessment. However, the ultimate responsibility for compliance with Section 7 remains with MARAD. The grantee and/or their consultant will need to make an initial determination if there are any listed species and potential for adverse effects that would trigger informal or formal consultation. The grantee and/or their consultant will review the existing data (e.g., IPaC) to determine if T&E species may be affected and obtain information from the service agency if informal consultation is an appropriate approach. MAR410.1 will determine if the grantee and/or their consultant may act on MARAD's behalf.

If formal consultation is required, a biological assessment would then need to be prepared and submitted to the service agency. The biological assessment, consultation letter, and accompanying documentation will need to be reviewed, approved, and signed by MAR410.1, but it is the responsibility of the grantee and/or their consultant to ensure that the documents are properly prepared and provided for MAR410.1 review. Section 7 must be completed prior to finalizing the NEPA document. Additional information can be found in the attached documents.

Section 106 of the National Historic Preservation Act and Tribal Concurrence

All Section 106 and Tribal Consultation must be completed prior to finalizing the NEPA document. The grantee must reach out to the grants program office and/or the Federal Preservation Officer for the appropriate instructions on how to complete Section 106. MAR410.1 can provide contact information if needed. The grantee, their consultant, or the grants program office shall notify MAR410.1 when SHPO/THPO consultations are completed.

Section 4(f) of the Department of Transportation Act

For grantees that may have potential 4(f) impacts where a project would require use of historic property or land from a publicly owned park, recreation area, or refuge, please review the following:

https://www.transit.dot.gov/regulations-and-guidance/environmental-programs/section-4f- department-transportation-act

If 4(f) properties are potentially impacted from a proposed project, MAR410.1 will be required to submit a 4(f) determination to DOI and the sooner this is accomplished, the better. If the grantee has a potential 4(f) concern for the project, consult with MAR410.1 as soon as possible so that we can review and assist in determination and document preparation.

Format of EA/EIS

The sample EA Table of Contents provided separately does not contain a listing of the potentially applicable resources. These resources include (but may not be limited to) the below bullet items and should be placed in the appropriate section based on whether or not it has been determined to have a potential environmental impact or a particular need to be discussed in depth. The grantee and/or their environmental consultant should arrange sections accordingly and not necessarily align with the below bullets.

- Soil, geology, seismicity
- Air quality
- Hazardous materials and waste management
- Noise and Vibration
- Public Services and Utilities
- Prime Farmland
- Surface and Ground Waters
- Wetlands and Waters of the US
- Floodplains
- Fish and Wildlife
- T&E species and critical habitat
- Essential Fish Habitat
- DOT Section 4(f) and parks/recreational resources
- Cultural and Tribal resources
- Traffic and safety
- Land Use and visual impacts

EIS's generally have more comprehensive requirements than EA's. In the event of a discrepancy with this document, the regulations pertaining to EIS format and content will take precedence.

NEPA is designed to empower government agencies to compare a range of alternatives in order to provide a range of data to support decision making. Every EA and EIS is required to include a description of a "No Action Alternative" (NAA). The NAA serves as an environmental baseline from which to compare various other alternatives. Even when the NAA is eliminated from consideration because it fails to meet the purpose and need of the project, the NAA should be referenced in the document as a comparison to the proposed project.

MARAD is required to review and approve the project's Purpose and Need, as well as reasonable alternatives. The grantee and/or their consultant should prepare the information as early as possible. We recommend this be submitted as soon as possible (refer to "NEPA level of review" section above).

Environmental effects for each resource area shall be evaluated in the context of both short term and long-term impacts. Typically, short term impacts will include the demolition and construction phases of a project, and are typically associated with acute and discrete impacts, such as emissions from construction equipment, loss of wetlands or habitat, and noise impacts due to construction. Long term impacts are associated with the operation of the project following initial construction and includes an analysis of the beneficial or detrimental changes to environmental resources including air quality, water quality, or ambient noise due to routine operations.

The grantee will be required to provide a detailed list of all local, state, and federal environmental permits required for the project. Information should include the Agency and type of permit, the current status of the permit, date of issuance, and date of expiration. A copy of the permit application and permit approval should also be provided to MAR410.1.

If your project requires an EA, MAR410.1 can provide a copy of recently completed EA. Please request a copy as soon as possible. The example EA represents an appropriate format and level of analysis and should be utilized for reference purposes.

The EA and EIS documents also need to follow MARAD's Style Guide.

Page Limits

NEPA limits EA's to 75 pages and EIS's to 150 pages (an EIS of extraordinary complexity has a 300 page limit). Pursuant to the regulations, page means 500 words and does not include explanatory maps, diagrams, graphs, tables, and other means of graphically displaying quantitative or geospatial information.

To comply with this requirement, documents should attempt to reduce extraneous data and needless information to the extent practicable. Where information can be consolidated, not repeated, and/or incorporated by reference, the document authors should strive to do so. Narratives should be written clearly and concisely with a goal toward brevity as much as practicable.

Resource areas that are not potentially impacted by the project may be consolidated and briefly explained why no impacts, if this is practicable. Each document will vary, but remember the goal is to be as brief, clear, and concise as possible.

Public Comment on EA's

The grantee may be required to provide a 30-day public review and/or comment period for EA's. Prior to initiating, the grantee will coordinate with MAR410.1 on the release of an approved draft of a Final document.

Documents should not be made available for public review and/or comment unless approved by MARAD.

When comments are received by the grantee, comments and responses will be compiled and made part of the official Final EA.

MARAD NEPA document review process

It is critical that the below steps are accurately followed. Failure to do so will result in the Draft EA being returned without having been reviewed.

When a Draft EA is ready for submittal to MARAD, it should be submitted electronically in Word format only. A Draft EA consists of a technically complete document, including attachments and/or appendices, that does NOT have any outstanding information or known data gaps.

Do not submit a partial Draft EA for review. Do not submit the Draft EA in pdf format.

The Draft EA should be submitted to the MAR410.1 Environmental Protection Specialist assigned to your project.

Comments will be returned as quickly as possible, generally a two week turnaround, but may take longer based on staffing, backlog, and size or complexity of the EA document. In some instances, reviews can take up to one or more months, therefore grantees are advised to plan accordingly. MAR410.1 will advise if the document is ready to be finalized or if additional round(s) of review is warranted. The grantee and/or their consultant will revise based on the comments.

Revised Draft EA's (all subsequent reviews after the initial review) shall be submitted in Word format with track changes. Comments from MARAD shall not be deleted; MARAD will resolve if the response is sufficient.

All appendices should be submitted in a single pdf, separate from the narrative of the document.

MAR410.1 will advise when it is appropriate for the grantee and/or their consultant to submit a final copy of the EA. The Final EA should be submitted in Word format with all appendices in a single pdf. If any edits are made during the concurrence process, MAR410.1 will provide an updated copy to the grantee and/or their consultant at the completion of the concurrence process.

All documents must be in compliance with Section 508 of the Rehabilitation Act of 1973.

Finding of No Significant Impact

Once the EA is finalized, MAR410.1 staff will prepare the FONSI, if appropriate. MAR410.1 will provide a copy of the tables included in the FONSI for appropriate formatting. This can be used in the EA document for consistency.

Once the Draft FONSI is complete, it will be submitted for internal MARAD concurrence. The grants program office and the grantee will be notified when concurrence is achieved and NEPA is considered complete.

Mitigation Monitoring

When mitigation measures are required as part of the FONSI, MARAD is obligated to monitor and enforce compliance with those mitigation measures. This will include any mitigation required by local, state, or federal permits issued for the project. The grantee is responsible for providing status updates in the Quarterly Reports and notification to MAR410.1 of any issues or concerns is strongly recommended. The grant agreement will have terms and conditions related to mitigation monitoring and compliance. Failure to maintain compliance could result in revocation of the grant agreement.

Adoption

If NEPA has previously been completed for the project under another federal agency action, MARAD is still required to complete NEPA for the project we are implementing under the grant program. MARAD may be able to adopt a previous NEPA document, but it will depend on multiple factors. Please be aware that a PERMIT, a state-level environmental analysis, and a Phase I/II Environmental Site Assessment are not the same as a federal NEPA analysis/document. For example, if a grantee has acquired a USACE permit, that permit does not satisfy NEPA. USACE may be able to provide the NEPA analysis that was done as part of the permit, and the grantee should make an attempt to acquire the NEPA analysis document, but the documents will need to be reviewed by MAR410.1 to determine if this is sufficient. Under this example, generally USACE Nationwide Permits do not contain sufficient analysis for MARAD adoption.

MARAD will not only need to evaluate the sufficiency of the analysis but will need to prepare our own FONSI or Record of Decision (ROD). All existing environmental analyses and/or permits should be provided to MAR410.1 as soon as possible upon grant award.

NEPA documents greater than 5 years old are generally unable to be adopted without supplemental updates.

Additional Information and Resources

The process for pre-NEPA investigations and purchase of long-lead time items can be found in the attachments.

Should there be any changes to the scope of the project post-NEPA completion, the grantee is responsible for notifying the grants program office and MAR410.1 so that the NEPA documents can be reviewed and a determination made if additional analysis is required.

ATTACHMENT G:
City of Saint Paul FY24 BUILD Grant Application

FY 2024 RAISE Project Information Form - All Fields Required

DO NOT CHANGE FILE NAME, COPY/PASTE, OR PDF THIS DOCUMENT WHEN SUBMITTING TO AVOID PROCESSING ERRORS

Field Name	Response	Instructions
Project Name	Saint Paul Harbor Improvements Planning Project	Enter a **concise,** descriptive **title** for the project. This should be the same title used in the Grants.gov SF-424 submission and the application narrative.
Project Description	This Project will plan for improving the existing Saint Paul harbor transportation infrastructure to increase safety and capacity. This includes improvements and realignment of the only access road through the Harbor, as well as improvements and expansion to the docks, piers, and mooring capacity for vessels, and finally improvements and relocation of the Harbormaster Office to a safe and sustainable location.	Describe the project in plain English terms, using **no more than 100 words**. For example, "The project will fund construction activities for streetcar service from location X to location Y" or " the RAISE grant will redevelop Main street with Complete Streets enhancements, ADA accessible sidewalks, and dedicated bicycle paths from 10th street to 25th street." **Do not** describe the project's benefits, background, or alignment with the selection criteria in this description field.
RAISE Amount Requested	$ 4,052,760.00	Enter the **total amount of RAISE funds requested** for this project in this application. *[See NOFO Section B.2 for minimum and maximum award size]*
Total Project Cost	$ 4,311,475.00	Enter the **total cost of the project**. This should equal the sum of Total Federal Funding and Total Non-Federal Funding. *This value may not be less than the amount requested.* *Total Project cost means future eligible costs. This cannot include any previously incurred costs.* This Total should match the Total on the SF-424 item 18.g.
Total Federal Funding	$ 4,052,760.00	Enter the **amount of funds committed to the project from ALL Federal sources including the proposed RAISE amount**. *This value may not be less than the amount requested.* For applications designated as **urban**, Federal funding cannot exceed 80% of total project cost unless the project is located in a Historically Disadvantaged Community or an Area of Persistent Poverty as defined in the RAISE NOFO. For applications designated as **rural**, there is no limit to the share of Federal funding.
Total Non-Federal Funding	$ 258,715.00	Enter the **amount of funds committed to the project from non-Federal sources**. For applications designated as **urban**, the total non-Federal funding amount must be greater than or equal to 20% of the total project cost, unless the project is located in a Historically Disadvantaged Community or an Area of Persistent Poverty as defined in the RAISE NOFO. For applications designated as **rural**, there is no minimum non-Federal share requirement.
Capital or Planning	Planning	Identify the project as **capital** or **planning**. The "**capital**" designation is for projects that requesting funding for the construction of surface transportation capital infrastructure. *(Right-of-way acquisition is capital. Projects that include pre-construction AND right-of-way acquisition, but do not include construction activities will be classified as capital).* The "**planning**" designation is for projects that are requesting funding for planning, preparation, or design of eligible surface transportation capital projects.
2020 Census-designated Urban Area	Not Located in an Urban Area	Select the Urban Area the project is located in using the drop down, or if the project is located outside an Urban Area please select "Not located in an Urban Area". Reference the "Urban or Rural Designation" tab in this file for assistance. For more information, see https://www.transportation.gov/RAISEgrants/urbanized-areas. Note: The RAISE 2024 urban/rural designation applies the updated 2020 Census urban areas which is a change from prior years.
Urban/Rural	Rural	Identify whether the project is **located in a rural or urban area**, using the drop-down menu. For RAISE 2024, a project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census. If a project is located outside a Census-designated urban area with a population greater than 200,000, it is designated as a rural project. Reference the "Urban or Rural Designation" tab in this file for assistance. For more information, see https://www.transportation.gov/RAISEgrants/urbanized-areas. If the project is located in an urban AND a rural area, select the appropriate designation based on where the majority of the project funds will be spent (e.g. 51% of project costs spent in the urban area = Urban designation). *Note: The urban/rural designation is based on the **Urban Area**. It is NOT based on the city or county population count.*
Project Location Zip Code	99660	**Identify the 5-digit zip code of the project location.** If the project is located in more than one zip codes, please identify the zip code in which the majority of the project is located. If the project is in a territory that does not have zip codes, leave this field blank. *Project location zip code is NOT the applicant organization zip code.*
2020 Census County	AK - Aleutians West Census Area	**Identify the county (or county equivalent)** where the project is located in using the drop-down. If the project is located in more than one county, please identify the county in which the majority of the project is located.
Additional 2020 Census Counties		**Identify additional counties separated by a comma**. For instance, if the project additionally runs through Polk County and Butler County, please enter 'Polk County, Butler County' in the cell. If the project is in a territory that does not have county designations, leave this field blank.
2020 Census Tract(s)	2016	**Identify the census tract(s) the project is located in.** For example, if the project is located in Census Tract 93.30, please enter '93.30' into the cell. The last zero may be missing from your response (e.g., 93.30 may display as 93.3). If the project is located in more than one census tract please identify all census tracts. For example, if the project is located in Census Tract 93.31, Census Tract 93.32, and Census Tract 94.03, please enter '93.31, 93.32, 94.03' into the cell. Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify census tract(s).
Project Located in an Area of Persistent Poverty?	No - Project is not located in an Area of Persistent Poverty	**Identify if the project is located in an Area of Persistent Poverty** based on the definition in the NOFO. Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify Areas of Persistent Poverty.
Project Located in a Historically Disadvantaged Community?	Yes - Project is located in a Census Tract that meets the definition	**Identify if the project is located in a Historically Disadvantage Community** based on the definition in the NOFO. Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify Historically Disadvantaged Communities.
Project Location Latitude	57.125518	**Provide the project's latitude coordinates.** For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web) or GEOJSON (https://geojson.io/#map=2/0/20) are recommended to identify the project's coordinates.
Project Location Longitude	-170.28536	**Please provide the project's longitude coordinates.** For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web) or GEOJSON (https://geojson.io/#map=2/0/20) are recommended to identify the project's coordinates.
Project Type	Maritime - Repair/Rehabilitation	Identify the **Primary and Secondary project type** combination that most closely aligns with your project from the choices in the drop-down menu. See the "Project Types" tab in this file for further information and project type definitions.
Anticipated FY24 RAISE Project Start Date	9/1/2024	Enter the month/day/year you anticipate your project to start. This should only refer to the start of the RAISE funded 'project' and not include any previously incurred activities or costs that will not be funded under the RAISE 'project'.
US DOT FY24 Discretionary Application?		If the applicant has or will submit this **exact project to another FY 2024 USDOT discretionary grant program**, please list the name of the program(s).
US DOT FY23 Reconnecting Communities and Neighborhood Grant Program Identical Application Submission?	No	If this exact project was submitted in the **FY 2023 Reconnecting Communities and Neighborhoods Grant program**, select "Yes" from the drop-down menu.
US DOT FY23 Reconnecting Communities and Neighborhood Program "Reconnecting Extra" Designation?		If your RAISE 2023 application was submitted in the **FY2023 Reconnecting Communities and Neighborhood Grant program AND you were notified you received the designation of "Reconnecting Extra"**, select "Yes" from the drop-down menu. If you are not sure, or this does not apply to you, please leave blank.
Previous Submission to TIGER/BUILD/RAISE		If this exact project was submitted in a **previous TIGER, BUILD, or RAISE** round, please list the name(s) of the round(s) (e.g TIGER 2015, BUILD 2019, RAISE 2022, RAISE 2023).
Other Federal Agency Assistance?		If this project has applied for **another Federal (non-USDOT) financial assistance or capacity-building program**, please list the name of the program(s).
Tribal Government?	No	Select "Yes" from the drop-down menu if the applicant is a **Federally recognized tribal government**.
Tribal Benefits?	Yes - Direct Tribal Benefits	**If the applicant is not a Federally recognized tribal government**, is the project located on tribal land? And if not, does it have direct tribal benefits? Answer using the drop-down menu.
Project include a Project Labor Agreement or other workforce agreements?	No	Select Yes or No if your project includes a Project Labor Agreement or any other workforce agreements.
Private Corporation Involvement	Yes - Directly Involves or Benefits a Private Corporation	Does this project involve (a) private entity(ies) that will receive a direct and predictable financial benefit if the project is selected for award? This includes, but it not limited to, private owners of infrastructure facilities being improved and private freight shippers or carriers directly benefitting from completion of the proposed project.
Private Corporation Name(s)	Trident Seafoods, Tanadgusix Corporation, Lynden Alaska Marine Lines, EnviroTech, Vitus Marine, American Seafoods, Bowhead Transport, Hurtigruten Expeditions, St. Paul Fishing Company, 57 Degrees North LLC, 170 Degrees West LLC, Village Cover Seafoods LLC, Boyer Marine, Bristol Wave Seafoods, Alaskan Leader Seafoods, Kiewit Corporation, The Dutra Group, Coastal Transportation, North Pacific Fishing LLC, U.S. Fishing LLC, America's Finest Fishing LLC, O'Hara Corporation, Ocean Peace Inc. as well as dozens of private boat businesses that deliver Bering Sea snow crab to Saint Paul Harbor.	**If this project directly involves or benefits a specific private corporation**, please list the corporation(s) separated by a comma.
TIFIA/RRIF?	No	Is the project currently, or does this project anticipate applying for Transportation Infrastructure Finance and Innovation Act (**TIFIA**) or Railroad Rehabilitation & Improvement Financing (**RRIF**) **loans**? See [https://www.transportation.gov/buildamerica/] for more details.
Department Financing Program?	No	If your application is unsuccessful, would you like to be contacted about the **Department's financing program**?

PROJECT DESCRIPTION

The City of Saint Paul (City) is requesting $4,052,760 in FY24 RAISE grant funding for the Saint Paul Harbor Improvements Planning Project (Project). This Project focuses on improving the existing Saint Paul harbor transportation infrastructure to increase **safety and capacity**. This includes improvements and realignment of the only access road through the Harbor, as well as improvements and expansion to the docks, piers, and mooring capacity for vessels, and finally improvements and relocation of the Harbormaster Office to a safe and sustainable location. The Project will complete all necessary planning and preconstruction activities to prepare for future construction.

Project Location

Saint Paul Island is one of the **most remote and difficult to access communities** in the nation. Located in the middle of the Bering Sea of Alaska, 800 miles west of Anchorage and 300 miles west of the Alaska mainland, Saint Paul Island is accessible only by air or vessel. It is a 4-hour flight from Anchorage, Alaska and one day's travel (235 miles) by vessel to the Aleutian Islands.

Figure 1: Saint Paul Island is the largest of the 5 Pribilof Islands

Saint Paul Island is the largest of the 5 Pribilof Islands, about 44 square miles in area and home to 341 people. **Eighty-four (84%) of the population is Unangun (Aleut) Alaskan Native, and the island is home to a Federally Recognized Alaska Native Village.** Saint Paul Island is not located in an urbanized area, nor in any organized Borough. Saint Paul Island is located in Census Tract 1, Aleutians West Census Area, Alaska. According to the Climate and Economic Justice Screening Tool, **Saint Paul Island is "Partially Disadvantaged.**" The US Department of Treasury has formally designated the Aleutians West Census Area as an **Opportunity Zone.**

Figure 2: The southern tip of Saint Paul Island is home to the Harbor and City, and most of the Island's population.

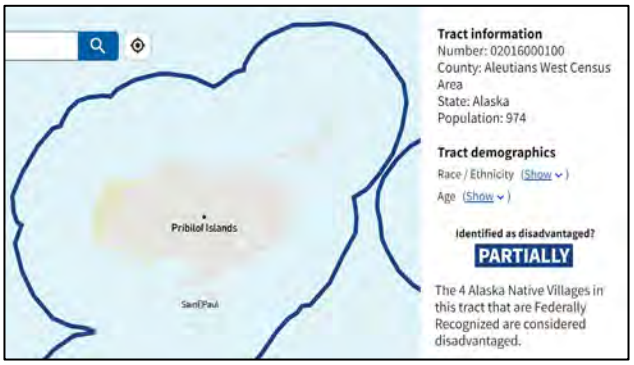


Figure 3: Aleutians West Census Area Disadvantaged Status

Figure 4: Saint Paul Harbor

The Saint Paul Harbor - the Project location - is on a narrow peninsula on the southern tip of the island in the vicinity of latitude 57.125518, longitude -170.285358.

Saint Paul Harbor has a breakwater, 600' of dock space split between three docks, a barge off-loading area, and a small boat harbor. Saint Paul Harbor facilities are capable of handling fishing vessels, small rescue boats, small cruise ships, and fuel and cargo barges.

Saint Paul Island Background

Figure 5: Saint Paul Harbor, with the City of Saint Paul behind.

Fishing is the primary source of economic activity, yielding primarily Opilio crab and halibut, both of which are processed on the island. Saint Paul Island has been described as the "Galapagos of the North," due to the yearly migration of over 211 bird species, the occasional rare bird, and 500,000 northern fur seals. The Bering Sea location results in cool weather year-round and a narrow range of mean temperatures varying from 15 to 64 degrees Fahrenheit. Average rainfall is 25 inches and snowfall is 56 inches. Heavy fog is common during the summer months, but extreme wind and weather occur throughout the year. Known more descriptively as the Seal Islands, the Pribilofs are the historic breeding grounds of the world's largest population of northern fur seals.

The main economic activity on Saint Paul Island is the winter snow crab fishery. Approximately half of all snow crab harvested in the U.S. is delivered by fishing vessels to the sole processor on Saint Paul Island. Fishing takes place from January into April depending on allowable harvest levels and catch rates. Snow crab fishing, and past and future harvests of other crab species, is the primary impetus for the harbor. The City of Saint Paul collects revenues from dock and wharfage fees and fish taxes to support Harbor maintenance and operations.

Goods are transported to and from Saint Paul Island using intermodal transportation. Most freight and supplies are delivered by barge from Anchorage on a monthly or bimonthly schedule; fuel twice per year; and cargo from Seattle arrives five or six times a year. A small portion of supplies and perishable foods are transported via airplane. Trucks are used to transport goods between the port and other locations on the island, such as fuel, using the only access road available, the Harbor Road.

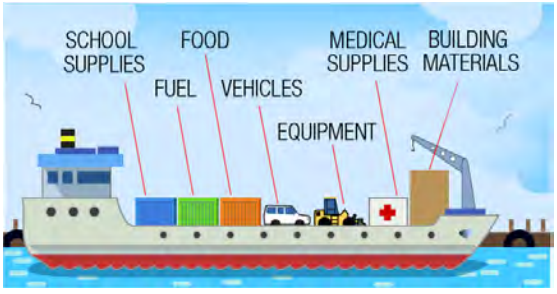


Figure 6: Saint Paul receives most basic needs via barge.

Detailed Statement Of Work

The project to be planned includes removal, replacement, upgrades, and expansion of intermodal transportation infrastructure at the Saint Paul Harbor, specifically the docks, piers, harbormaster office, and primary road through the Harbor. The major planning components of the Project include:

- Equity Analysis
- Community Engagement
- NEPA Environmental Review (expected Environmental Assessment)
- Topographical Survey and Geotechnical Investigation
- Define right-of-way requirements (for Harbor Road realignment only)
- Design Drawings (35%, 65%, 95%, and Final design plan sets)
- Benefit-Cost Analysis
- Permitting
- Project bidding and award

Current Design Status

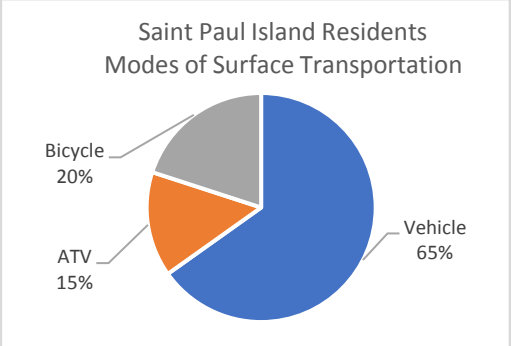
Conceptual (15%-35%) design and cost estimates Project were completed between 2015-2022. The focus of the proposed Planning Project is to re-evaluate those improvement and expansion needs, update design and cost estimates, as well as other pre-construction activities.

Transportation Challenges Addressed By The Project and the How this Project Addresses These Transportation Challenges

The transportation challenges addressed by this Project are categorized as **safety and capacity challenges** that not only impact transportation but the quality of life, economic competitiveness, and environmental sustainability of the Saint Paul Harbor and those that rely upon it.

Harbor Road

The current Harbor Road requires realignment due to limited sight distance and blind corners. In this harbor setting, large cargo containers, machinery, and other obstructions reduce sight distance. This lack of visibility increases the risk of collisions between vehicles, pedestrians, and stationary objects. Blind corners, where visibility of oncoming traffic or pedestrians is obstructed, present a significant danger on roads passing through harbor operations. The current road also lacks clear and adequate signage, the absence of which leads to confusion and increases the likelihood of accidents. Finally, the Harbor Road has poor drainage resulting in standing water accumulating on the road surface during heavy rainfall or high tide events. Flooding impedes traffic flow, reduces traction for vehicles, and increases the risk of vehicles becoming stuck in flooded areas, leading to accidents and road closures. Poor drainage has contributed to the deterioration of the Harbor Road surfaces, leading to the formation of potholes, which pose a safety hazard for vehicles and heavy equipment. Surface water drainage issues not only affect vehicle safety but also pose risks to pedestrians and cyclists using the road.



City North Docks and Piers and City South Docks

To efficiently transfer cargo from the barges to the port facilities for further transportation or

storage, safety protocols are paramount to prevent accidents or damage to the cargo, the vessel, and the port facilities. The ship's crew, assisted by harbor workers, secure the vessel to the berth using ropes, chains, or mooring lines to prevent movement during unloading. Unloading freight at the remote, rural port of Saint Paul in rough weather presents significant challenges due to the lack of advanced infrastructure and the increased vulnerability to harsh environmental conditions.

The process is similar for the unloading and loading of fish and crab. Port workers and fishermen closely monitor weather forecasts to anticipate rough weather conditions. Based on the forecast, decisions are made regarding whether it's safe to unload the catch or if it's better to wait until conditions improve. During rough weather, navigating into Saint Paul Harbor requires extra caution, to minimize the impact of waves and wind. Once maneuvered into position, crew members work quickly to secure the vessel to the dock using ropes, lines, and fenders to prevent it from drifting or sustaining damage. Unloading fish in rough weather requires a coordinated effort among the vessel's crew, port workers, and other personnel involved in the process.

Unloading and loading of fish and cargo in the current conditions of the Saint Paul Harbor – primarily inadequate infrastructure and capacity -- presents numerous safety challenges for both personnel and the cargo itself. This rural and remote port in the middle of the Bering Sea of Alaska is often more exposed to harsh weather conditions, including strong winds, high waves, and heavy rainfall. These weather conditions can make unloading operations more challenging and increase the risk of accidents, such as slips, falls, or equipment damage.

Damaged transportation infrastructure, such as the deteriorating City North and South Docks, pose significant hazards during unloading operations. The current harbor infrastructure is at the end of its useful life, damaged, and outdated. This increases the risk of accidents to vessels and injuries to people. Saint Paul Harbor lacks adequate mooring facilities and protection from waves and currents. This creates a risk of vessels becoming unstable during unloading, leading to collisions with other vessels and port infrastructure.

The current inadequate capacity of the Harbor makes it difficult for vessels to access the port, especially during adverse weather conditions. The limited current capacity of the Harbor leads to congestion which not only increases the risk of accidents such as collisions between vessels, equipment, or personnel, but also impedes the movement of cargo and make it difficult for workers to maneuver safely.

Harbormaster Office

The current Harbormaster Office is poorly located and has been repeatedly subjected to waves overtopping the breakwater. It is so heavily damaged by waves, wind, and flooding that it is unusable. Without a functioning harbormaster office, the Saint Paul Harbor suffers inadequate monitoring of vessel movements, increasing the risk of collisions, groundings, or other navigational accidents. Without onsite assistance, fishermen and cargo barge operators face challenges in safely maneuvering their vessels, particularly in unfamiliar or challenging harbor environments.

Addressing these safety and capacity issues requires a combination of measures which can be achieved with RAISE investment.

The Project will evaluate measures to improve visibility along the Harbor Road, installation of signage, traffic calming measures, mirrors or other warning systems, as well as realignment away from Harbor operations where heavy equipment and workers are present. Additionally, the

Project will plan for the installation of proper drainage infrastructure to efficiently collect and divert surface water away from the road, resurfacing and repair of damaged road sections to improve drainage and prevent the formation of potholes and uneven surfaces.

The Project will evaluate and plan for the necessary repairs and improvements, additional equipment and infrastructure for City South Docks and City North Docks and piers to safely and efficiently accommodate the fishing vessels, freight barges, cruise ships, and other vessels that routinely use the Harbor and rely upon it for critical fishing industry operations as well as a port of refuge in the middle of the Bering Sea, great distances from any other ports.

The Project will plan for a new and relocated harbormaster office to support the fishing industry and cargo barges in this remote island community by ensuring safety, managing vessel traffic, providing assistance with mooring and berthing, maintaining harbor infrastructure, coordinating emergency responses, and facilitating communication and information sharing among maritime stakeholders.

Project History and Previously Completed Components

Due to portions of the existing Harbor Road running on top of the main breakwater, and the proximity of the road to previous harbor projects, numerous environmental assessments have been completed in the area by both the U.S. Corps of Engineers (USACE) and the U.S. Department of Interior, Bureau of Indian Affairs, since 1982. The first breakwater was constructed in Saint Paul Island in 1983, and the current breakwater was constructed in 1989.

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. 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.

In 2019, the City of Saint Paul was awarded an EDA Economic Adjustment Assistance grant to complete a harbor improvement and expansion feasibility study to address current and longer-term needs at Saint Paul Harbor and inform the City's Capital Improvement Plan update. The proposed Project would complete the planning and preconstruction activities for much of the Phase 1 improvements and expansion identified in that study.

Broader Context

The City owns, operates, and maintains the Saint Paul Harbor facilities. This Project, which completes planning for Phase 1, is informed by the 2021 Feasibility Report (Attachment C), which identified three broad phases of improvements:

Phase 1 - Upgrade and expand existing inner harbor facilities for improved larger vessel moorage.

Phase 2 - Expand the breakwater and revise the entrance channel.

Phase 3 - Relocate the exit to the Salt Lagoon, expand the upland with additional moorage, and expand the inner harbor.

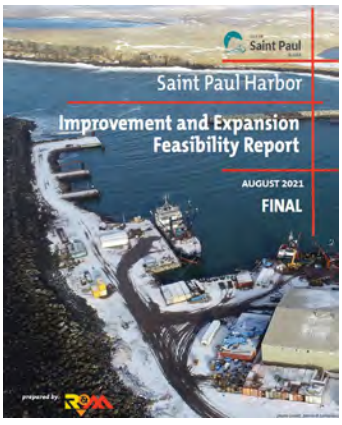


Figure 7: Saint Paul Harbor Improvement and Expansion Feasibility Study - August 2021

PROJECT READINESS

Introduction

This section demonstrates the City of Saint Paul's ability to deliver the complete project on schedule while (1) meeting all federal, state, and local requirements and (2) adequately anticipating and mitigating project risks.

Project Schedule

Task Name	2024				2025				2026				2027				2028			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Grant Management																				
Pre-Obligation																				
Notice of Award																				
Pre-obligation tasks with USDOT																				
Funds Obligated																				
Project Bidding & Award																				
RFP Preparation & Issuance																				
Bid Response Period																				
Bid Award & Approvals																				
Planning, Environmental, Design																				
Planning & Public Engagement																				
Harbor Plan Complete																				
35% Design																				
65% Design																				
NEPA Compliance																				
Survey & Geotech																				
Permitting/Protected Species Requirements																				
95% Design, Final Design & Engineering																				
Project Closeout																				

Given that this is a planning and design project, we fully expect the entire project to be completed before the September 2028 obligation deadline and well ahead of the expenditure deadline. There are very limited risks associated with this Project, which does not include any construction activities.

Public engagement will be central to this effort throughout this project. While the public engagement efforts will be concentrated mostly in the planning stage—where the public can have the greatest impact on the final result—the public will have opportunities to engage with the

project throughout the design stages to ensure project development remains faithful to the public interest.

This project assumes 18 months needed (6 quarters) to complete permitting requirements. If an Incidental Harassment Authorization (IHA) will be required for future in-water work at the harbor, this duration is consistent with information we have received from environmental professionals experienced in navigating this and other relevant permitting processes (e.g. Section 10 & 404). All permitting requirements should be able to fit within this window. Even if there are a significant delays, this project would still have a multi-year buffer before the expenditure deadline.

Environmental Risk Assessment

While a discussion of environmental risk is not required for planning grant applications, the City wants to demonstrate that we are already considering this and can effectively use grant funding to become fully prepared for a construction project once this project is complete.

Since the Project begins with the planning phase, it is understood that environmental risk will be fully assessed during the project, so that the NEPA process will be completed, and foreseeable environmental risks mitigated or avoided. This project application only requests funding through the design phase, but we have already anticipated probable impacts to the natural and human environment. Given the scope of the proposed work, and the fact that no dredging or fill work will be required for the Project, the anticipated NEPA document is an Environmental Assessment.

While it is possible that substantial project scope changes may result from the public engagement process proposed in this RAISE application, prior planning efforts and documents relied on input from major stakeholder organizations and the public—these provide useful indicators of public needs and priorities for harbor-area improvements (see Project Planning below for a list of planning efforts). These documents help reduce the risk that this project doesn't align well with the public interest or disproportionately harms vulnerable populations.

Technical Capacity Assessment

The City of Saint Paul identifies two primary categories of technical capacity from which all subcategories stated in the 2024 RAISE notice of funding opportunity flow: (1) grant management capacity and (2) project development & delivery capacity.

Grant Management Capacity

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. City staff have managed every federal project locally. This includes receiving grant funds, 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. An independent accounting firm conducts an annual audit.

The Management Team meets weekly to review grant-funded projects. Project management software is used to track assignment and completion of tasks, due dates of reports and deliverables, project scheduling, and completion of grant requirements. Progress and financial reports are completed regardless of whether expenditures or progress on the project were made during the reporting period.

The City of Saint Paul has successfully managed multiple Federal, State, foundation, corporate, and private grants. Due to Saint Paul Island's short summer construction season, many projects are multi-year projects.

Expert Grant Management Assistance – In 2023, the City of Saint Paul was granted expert grant application and management assistance through the USDOT Thriving Communities Program. This provides the City with access to technical assistance, best practices, and capacity building for grant management.

Federal Funding – recent City experience implementing federally funded projects includes:

Project Years	Grant Source	Grant Amount ($)	Project
2023	USDOT	200,000.00	Safe Streets & Roads for All: Regional Action Plan
2022-2025	EDA	2,270,400.00	Small Boat Harbor Utility Expansion Project
2020-2021	EDA	120,000.00	St. Paul Island Harbor Improvements Feasibility Study and Business Plan
2020	USDA Rural Utilities Service	807,969.00	Assistance to Rural Communities with Extremely High Energy Costs

Federal Regulations – Prior experience with federal grants, including USDOT grants, has equipped the City of Saint Paul with staff experience, vetted contract language for RFPs, project accounting and reporting processes, etc. In addition to reducing compliance risks, the City's grant management experience will reduce the level of reliance on limited USDOT grant staff resources.

A 2021 Saint Paul Harbor Improvement and Expansion Feasibility Report completed by a professional engineering firm assessed all of the harbor facilities this RAISE application is requesting planning & design funds for. Following the report, concept-level cost estimates were prepared with the understanding that federal procurement requirements such as Buy America and the Davis Bacon Act would be non-negotiable and clearly stated in future RFPs for design and construction. Real property acquisition will not be necessary for any portion of this project.

Project Development & Delivery

Project Planning – The City's practice of incorporating projects into mid- and long-range development plans includes the City's Capital Improvement Plan (CIP), Saint Paul's participation in the regional Community and Economic Development Strategy (CEDS), and development of the 2021 Saint Paul Harbor Improvement and Expansion Feasibility Report.

Since Saint Paul Island is not within a Metropolitan Planning Organization boundary, the eventual construction project defined during this planning & design project will only need to be added to the STIP. It has become standard practice for the Alaska Department of Transportation and Public Facilities to modify the STIP to accommodate federal grant funding announced for Alaska projects.

Project Delivery:

Small Boat Harbor Utility Expansion Project
- $2,838,000
- 80% federally funded by EDA EAA grant, 20% local cash match

This project is currently active and provides extension and upgrades of water, sewer, and electric utility infrastructure to support commercial activity within Saint Paul's small boat harbor area.

Bulk Fuel Facility/Dispensing Tankage Upgrade Project
- $1,350,000
- 80% funded by a Community Development Block Grant from the State of Alaska Dept. of Commerce, Community and Economic Development, with 20% matching funding from Alaska Energy Authority

This project is currently active and provides upgrades to the City's existing bulk fuel facility, gasoline transfer operations, and dispensing station piping/power and diking.

Aalax New Landfill Development Project
- $3,000,000
- 100% federally funded by EPA

This project is currently active and develops a new landfill site which includes new landfill cells, fencing, signage, equipment building, access road and purchase of solid waste management equipment.

Wastewater Lift Station Project
- 100% funded by State of Alaska, Dept. of Environmental Conservation, Division of Water Facilities Programs

This project, completed in 2022, constructed new wastewater lift stations for the City of Saint Paul's water and wastewater utility.

The primary way the City will ensure effective delivery of this project is by using the funding to secure professional expertise in planning, design/engineering, and environmental science. By contracting with individuals or firms with proven track records of delivering high-quality planning, environmental, and design products that are on time, within budget, and compliant with federal requirements, the City can focus on its strength as the grant manager while leveraging capacity and expertise it would not otherwise have access to without grant funding.

Plan to Address Cost Overruns – The City has taken the following steps to mitigate the potential for cost overruns:

- Receiving cost information from professional planners, engineers, and environmental specialists regarding conservative cost estimates to complete the planning, environmental, and design portions of this project. These estimates include contingencies.
- Using this input to set price limits in the City's RFPs with firm not-to-exceed amounts.

Cost overruns for this project are most likely to show as additional staff time needed to manage the grant & project. These will be absorbed by staff according to RAISE requirements pertaining to cost increases, without the City needing to seek additional federal funding.

In the extreme case that additional funding is required, the Denali Commission in Alaska provides funds every year to distressed communities that can be used as grant match. Saint Paul Island was designated as a distressed community by the Denali Commission this past year and would be given priority status for matching funds.

PROJECT BUDGET

The City of Saint Paul, Alaska is requesting $4,052,760 in USDOT RAISE grant funding for Planning, Preparation and Pre-Construction Activities for the Saint Paul Harbor Improvements Planning Project (Project).

Table 1:

	Planning, including Community Outreach, Stakeholder Engagement, and Equity Analysis	Pre-Construction, Design, NEPA, BCA, Project Management, and Bidding – Harbor Road	Pre-Construction, Design, NEPA, BCA, Project Management, and Bidding – City North Dock & Piers	Pre-Construction, Design, NEPA, BCA, Project Management, and Bidding – City South Dock	Pre-Construction, Design, NEPA, BCA, Project Management, and Bidding – Harbormaster Office	TOTAL
Funding Source	**Funding Amount**	**Funding Amount**	**Funding Amount**	**Funding Amount**	**Funding Amount**	**Funding Amount**
RAISE Funds:	$218,000	$1,534,312	$1,114,033	$1,114,033	$72,381	$4,052,760
Other Federal Funds:	$0	$0	$0	$0	$0	$0
Non-Federal Funds:	$16,463	$95,355	$69,583	$69,583	$7,731	$258,715
Total:	**$234,463**	**$1,629,667**	**$1,183,616**	**$1,183,616**	**$80,112**	**$4,311,475**

Table 2a:

2020 Census Tract(s)	**Project Costs per Census Tract**
Census Tract 02016000100 Aleutians West Census Area, Alaska	$4,311,475
	Total Project Cost: $4,311,475

Table 2b:

2010 Census Tract(s)	**Project Costs per Census Tract**
Census Tract 02016000100 Aleutians West Census Area, Alaska	$4,311,475
	Total Project Cost: $4,311,475

Table 2c:

Urban/Rural	**Project Costs**
Urban	$0
Rural	$4,311,475
	Total Project Cost: $4,311,475

BUDGET NARRATIVE

Sources, Uses, and Availability

Sources: The City of Saint Paul will contribute a 6% local in-kind match. RAISE Grant funding will provide the remaining 94% as federal share.

Availability: No conditions or restrictions exist for the City of Saint Paul's matching funds.

Uses: This funding request includes the following sequential planning and pre-construction activities of the proposed Project, to prepare for future construction phase.

Line Items

A detailed Rough Order of Magnitude cost estimates for the Project are provided in Table 4.

Planning:

The budget includes funding of planning and preparation activities such as data collection and analysis, equity analysis, surveys, interviews and consultations with stakeholders, and community outreach and engagement.

Pre-Construction/Design/NEPA/Benefit-Cost Analysis/Project Management/Bidding:

Topographic Surveys and Geotechnical Investigations: The budget includes design field surveying sufficient for the design of the proposed renovations and for preparation of construction plans. This will include conducting all approved topographic and property surveys and combine with available topographic surveys to create base maps for the Project and conducting all approved geotechnical investigations necessary for the future construction of the Project.

Design Plan Sets: The budget includes funding to complete 35%, 65%, 95%, and Final design plan sets to current standards and current site conditions. Final design plans will include a construction schedule, a complete description of construction items and a detailed construction cost estimate, as well as details for bidding and construction.

Right-of-Way Definition and Determination: The budget includes funding for definition and determination of final right-of-way acquisition requirements and process for the Harbor Road.

Environmental/NEPA/Permitting: The budget includes environmental compliance and permitting, NEPA Process, Marine Mammal Protection Act, Endangered Species Act, etc. to ensure the final construction phase effectively addresses the Project purpose and need while meeting all federal, state, and local requirements.

Preparation of a Benefit-Cost Analysis: The Project budget includes a line item for the development of a Benefit-Cost Analysis, to prepare the Project for final construction phase.

Project Management: The Project budget includes a line item for a Project Manager to oversee the Project. This will include stakeholder management, resource management, risk management, quality assurance and control, schedule management, budget management, communication, reporting, change management, close out and evaluation.

Bidding: The Project budget includes funding for the procurement strategy and construction bidding process, including preparation of Requests for Proposal documents soliciting bids from

contractors, evaluation of bids, selection of contractors, negotiating contracts and finalizing agreements.

City Administration: The budget includes City management and administration of the Planning Project. This line item provides the salary and benefits of all personnel involved in the proposed planning Project: City Manager, Public Works Administrative Assistant, Finance Director, Accounting Supervisor, Grants & Projects Specialist, and City Clerk. (Further details provided in Table 3).

Contingency Amount and Cost Overrun Plan

The budget includes a 10% contingency for each of the Pre-Construction, Design, NEPA, BCA, Project Management, and Bidding components. No contingency is necessary for the Planning component.

The City is conscientious that scope creep can be a large threat to sending a project into cost overrun. While change requests can be appropriate and even beneficial to the project, some or too many changes can drastically impact the project, making cost overruns unavoidable.

The City's project manager will utilize a scheduling or project management tool which can add to the productivity of the project and increase efficiencies, as well as keep the project on track and prevent cost overruns. Monitoring progress through a project management tool will allow the project manager to address and resolve issues before they become problems that threaten the project's schedule and budget. The City's project manager will maintain clear and frequent lines of communication with team members, consultants, and vendors.

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.

Level of Design

Conceptual design (15%) work has been completed for the City South Dock and City North Dock and Piers components. The Harbor Road and Harbormaster Office components had 35% design sets completed in 2015. The need for the identified infrastructure improvements, the project objectives and scope, engagement with stakeholders, and feasibility study have all been completed. However, evaluation of all previous planning will be conducted and updated if necessary. Additionally, all new stakeholder and public engagement will be conducted since it has been over two years since the initial engagement was completed.

Cost Estimates

Cost estimates of the Project were initially based on previous levels of design completion in 2015 and 2022. The proposed Project is largely unchanged since initial planning was completed in 2021-2022. Cost estimates were obtained from the engineering and consulting firm that completed the Saint Paul Island Harbor Improvement and Expansion Feasibility Study in 2021, R&M Consulting, LLC, and have been updated to include a 15% inflation factor.

Cost Share or Non-Federal Funding Match

As a rural community, the City of Saint Paul respectfully requests a waiver to the 80% maximum federal share to 94% federal share. The City of Saint Paul is prepared to commit 6% in-kind

match. The Saint Paul City Council approved a resolution (Attachment D) authorizing the City Manager to apply for RAISE grant funding for this Project.

Table 3:

Saint Paul Harbor Improvements Planning Project In-Kind Matching Funds				
Category	**Rate**	**Per Unit**	**Total Units**	**Total**
Personnel Salary & Benefits				
City Manager (10%)	$113.42	hour	624	$70,774.08
Finance Director (5%)	$70.36	hour	312	$21,952.32
Accounting Supervisor	$53.45	hour	312	$16,676.40
Grants & Projects Specialist (10%	$53.45	hour	624	$33,352.80
City Clerk (5%)	$70.29	hour	312	$21,930.48
PW Administrative Assistant (10%	$34.13	hour	624	$21,297.12
			Subtotal Personnel	**$185,983.20**
Administration Support				
Office & Meeting Space	$19,924.63	year	3	$59,773.89
Phone, Internet, Utilities	$2,152.73	year	3	$6,458.19
Annual Audit	$1,000.00	year	3	$3,000.00
Advertising/Publishing RFP	$1,500.00	once	1	$1,500.00
Legal - Contract review	$2,000.00	once	1	$2,000.00
			Subtotal Administrative Support	**$72,732.08**
GRAND TOTAL IN-KIND				**$258,715.28**

Previously Incurred Expenses

No previously completed components or previously incurred expenses are included in this proposed Project budget.

City of Saint Paul Previous 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 Island 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 this project, which is one 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 for the main & small boat harbors. 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 in-kind match.

Table 4:

Saint Paul Harbor Improvements Planning Project		
ROUGH ORDER OF MAGNITUDE COST ESTIMATE		20-Feb-24
Planning & Public Involvement		
NO.	PAY ITEM DESCRIPTION	COST
A	CONTRACTED PROJECT MANAGEMENT	$18,000
B	PUBLIC ENGAGEMENT PLAN AND IMPLEMENTATION	$100,000
C	EQUITY ANALYSIS	$35,000
D	PLAN DRAFTING	$30,000
E	BENEFIT-COST ANALYSIS	$35,000
F	CITY ADMINISTRATION/OVERHEAD	$16,463
	SUBTOTAL	$234,463
Harbor Road Design & Preconstruction		
NO.	PAY ITEM DESCRIPTION	COST
A	CONTRACTED PROJECT MANAGEMENT	$111,000
B	TOPOGRAPHIC SURVEY	$100,800
C	GEOTECHNICAL INVESTIGATION	$122,850
D	DEFINE/DETERMINE ROW REQUIREMENTS	$52,500
E	DESIGN (UPDATING OF 35% DESIGN SETS FROM 2015, PLUS COMPLETING 65%, 95%, AND FINAL DESIGN PLAN SET	$912,770
F	EXPECTED)	$105,000
G	CONTINGENCY (10%)	$129,392
H	CITY ADMINISTRATION/OVERHEAD	$95,355
	SUBTOTAL	$1,629,667
City North Dock Design & Preconstruction		
NO.	PAY ITEM DESCRIPTION	COST
A	CONTRACTED PROJECT MANAGEMENT	$81,000
B	DESIGN UPLAND SURVEY	$55,125
C	DESIGN GEOTECH PROGRAM	$165,375
D	DESIGN	$586,321
E	PERMITTING CLEAN WATER ACT SECTION 10 AND 404	$22,050
F	PERMITTING NEPA	$110,250
G	CONTINGENCY (10%)	$93,912
H	CITY ADMINISTRATION/OVERHEAD	$69,583
	SUBTOTAL	$1,183,616
City South Dock Design & Preconstruction		
NO.	PAY ITEM DESCRIPTION	COST
A	CONTRACTED PROJECT MANAGEMENT	$81,000
B	DESIGN UPLAND SURVEY	$55,125
C	DESIGN GEOTECH PROGRAM	$165,375
D	DESIGN	$586,321
E	PERMITTING CLEAN WATER ACT SECTION 10 AND 404	$22,050
F	PERMITTING NEPA	$110,250
G	CONTINGENCY (10%)	$93,912
H	CITY ADMINISTRATION/OVERHEAD	$69,583
	SUBTOTAL	$1,183,616
Harbormaster's Office		
A	CONTRACTED PROJECT MANAGEMENT	$9,000
B	TOPOGRAPHIC SURVEY	$14,619
C	GEOTECHNICAL INVESTIGATION	$8,000
D	DEFINE/DETERMINE ROW REQUIREMENTS (N/A)	$0
E	DESIGN (UPDATING OF 35% DESIGN SETS FROM 2015, PLUS COMPLETING 65%, 95%, AND FINAL DESIGN PLAN SET	$35,000
F	CONTINGENCY (10%)	$5,762
G	CITY ADMINISTRATION/OVERHEAD	$7,731
	SUBTOTAL	$80,112
	TOTAL	**$4,311,475**

MERIT CRITERIA

Safety

The Project will:

- Protect non-motorized travelers from safety risks.
- Reduce fatalities and/or serious injuries in underserved communities.
- Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have port-wide system impact.

Safety is a primary Project purpose. Key planning and design efforts will focus on improving the existing Saint Paul Harbor infrastructure to increase safety for the general 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 clambering about a vessel and dock.

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 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.

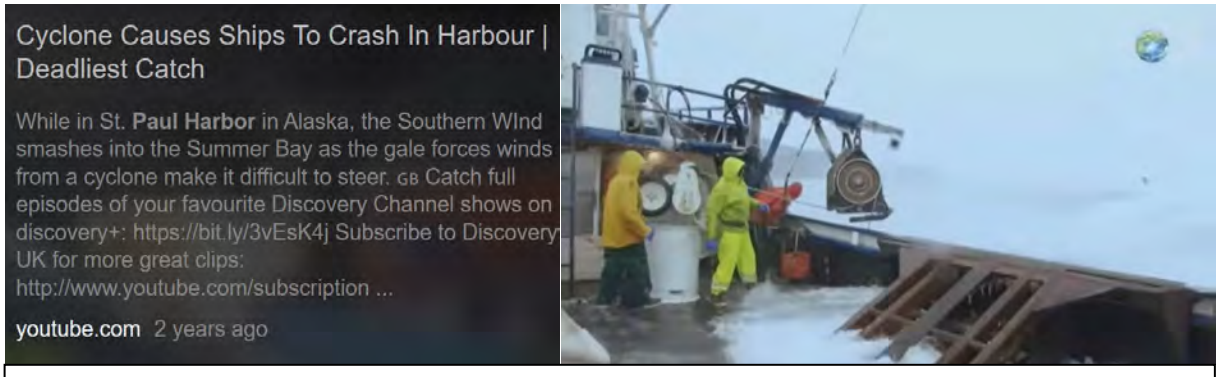


Figure 1: Fishing boat approaching Saint Paul Harbor during storm. Courtesy Deadliest Catch/YouTube.

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—235 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. There are simply not enough places to park. Lack of access contributes to the safety issues.

A functioning **Harbormaster's Office** is also necessary for safe harbor and transit operations. The harbormaster needs to be on site or within view of the harbor for a variety of tasks, including directing vessel traffic, administering vessel mooring, and aiding vessels approaching the dock or in distress. The harbormaster is in contact with each vessel entering the harbor and meets each vessel approaching the city dock to receive mooring lines. The harbormaster's office is poorly located in an area exposed to tidal surges and has experienced repeated, disruptive damage. It needs to be relocated to reliably provide its safety functions.

The existing **Harbor Road** is the only access to both the main and small boat harbors. Most importantly, it is the **only access road between the harbor and the Saint Paul Health Center and the Saint Paul Island Airport from which medevacs depart.** Tourists, fishermen, and barge employees off-load at the main harbor and all freight and fuel is transported across this road to all other destinations on the island. It is important for heavy equipment operators, fuel trucks, forklift operators, and other operators to transfer shipments, move fish, and access facilities around the harbor; however, the existing road runs around and between commercial buildings and portions of the road are closed to the public during the crab season due to the heavy equipment transport of containers in the area. **Pedestrians, ATV's (which are the most affordable transportation choice for this community), vehicles, and heavy equipment traffic share multiple pathways on the current Harbor Road, where there is insufficient signage, delineation, and lighting, creating significant safety issues for all.**

Saint Paul's **remote location further complicates safety risks**. There are **no hospitals or trauma centers on the island,** and the sole medical clinic has limited primary care capabilities. Anyone sustaining serious injuries must be flown nearly 800 miles to Anchorage. Poor weather conditions on the island can delay medevac flights for days at a time, allowing injuries to worsen.

According to the Saint Paul Department of Public Safety Crash Data, four motor vehicle accidents have occurred along the Harbor Road over the past 30 years that resulted in one death (one person run over by heavy equipment), one serious injury (ATV accident) and two vehicle accidents without injuries. While this may seem like a small number, there are only 341 people residing on this very remote island.

The Project will plan for solutions to these serious safety concerns.

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 (See Attachment A). The BCA explains how the safety measures proposed by this project are expected to **reduce the risk of serious injury by 70-75%.**

City South Dock safety improvements would likely include increasing overall safe moorage space by 250 feet—enough for two to five vessels—depending on weather; 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. **City North Dock** safety improvements would most likely include removing the old dock and unusable piers, replacing them with dolphins connected by catwalks, with ramps to connect to the shore. This is a **cost-effective** approach to increasing needed moorage space.

The large vessels that regularly call upon Saint Paul Harbor use bollards to safely load. Planning and designing for increased capacity and improved infrastructure will improve safety for vessels mooring in severe weather. This Project will look at increasing the safety of mooring lines and replacing bollards and cleats to allow vessels to **stay in the harbor longer with reduced accident risk.**

Harbor Road Upgrade planning and design would explore safety improvements providing direct road access to the public main and small boat harbors without requiring driving between several existing commercial buildings. This will likely plan a road realignment to improve existing sight-distance issues as well as the existing convergence of all traffic types on this road. The Project will also explore roadway drainage improvements for stormwater management in the harbor area and reduce localized flood risk for harbor facilities due to runoff from high intensity precipitation events and snow melt events.

Environmental Sustainability

The Project will:

- Reduce transportation-related air pollution and greenhouse gas emissions in this disadvantaged community.
- Reduce vehicle miles traveled specifically through modal shift to active transportation.
- Incorporate energy efficient investments for harbor and/or vessel power needs.
- Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change.
- Avoid adverse environmental impacts to air and water quality, wetlands, and endangered species.

A **primary purpose** of the Project is to identify a robust range of solutions to ensure future construction proposals will cost-effectively **maximize environmental sustainability**. This Project will specifically address environmental sustainability in three key ways: **(1) reducing greenhouse gas emissions, (2) preparing critical infrastructure to adapt to the effects of climate change, and (3) advancing environmental justice and racial equity.**

Greenhouse Gas Emissions – Inadequate mooring space at the City South and North Docks means that vessels must jog outside the harbor or be diverted to Dutch Harbor 235 nautical miles

south. This unnecessarily burns marine diesel. The BCA [Appendix X] notes that approximately 13,333 gallons of marine diesel are consumed annually by vessels either waiting for available mooring at Saint Paul Harbor or diverting to Dutch Harbor 235 nautical miles south.

The Project will identify mooring capacity improvements to reduce fuel use, document additional improvements to reduce emissions, and design feasible solutions. Planning and design efforts will explore sustainable energy sources to power areas of the harbor, including the City South and North Docks, the Harbormaster's Office, and lighting for the Harbor Road.

Preparing for Climate Change – **The impacts of global climate change experienced on Saint Paul Island are severely disproportional 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 like Arctic cod, pollock, Pacific cod and snow crab. These impacts are expected to increase as an impact of climate change[1]. **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.

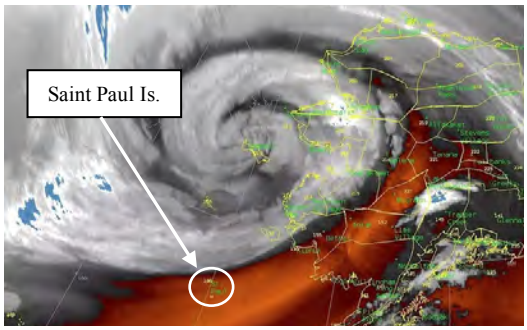


Figure 2: Typhoon Merbok spins off the Alaskan coast in September 2022. Courtesy National Weather

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 in the City of Saint Paul from 34.4ºF from 1950-1960, to 36.7ºF from 2010-2020 (a 7% increase). During that period, the Alaska Climate Research Center also observed an increase of annual precipitation from 23.7 inches to 26 inches (11% increase) in the City of Saint Paul. The University of Alaska Fairbanks Scenarios Network for Alaska and Arctic Planning (SNAP) models climate data for mid-range global emissions. SNAP temperature models show that the City of Saint Paul will experience a temperature increase of 4.9 degrees Fahrenheit (ºF) (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.

[1] NOAA (National Oceans and Atmospheric Administration) Fisheries. June 2022. https://media.fisheries.noaa.gov/2022-06/ARAP-Bering%20Overview_508.pdf

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. For the South and North Docks, this primarily 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 C) provided recommendations for both near-term and long-term mitigation strategies.

For the harbor road, this includes design features that address stormwater drainage issues like drainage/infiltration ditching and culverts. It will address shoreline stabilization to protect critical port transportation routes at risk of damage from storm surges, runoff, flooding, and general sea-level rise. For the Harbormaster's Office this means relocation outside of the area at risk of tidal surges.

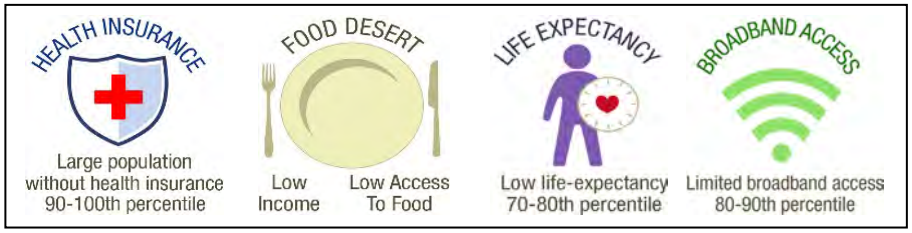
Environmental Justice – Climate change's negative impacts disproportionally affect environmental justice populations, in this case the tribal residents of Saint Paul Island. To fully appreciate the role of this Project—and federal investment in general—in furthering environmental justice, the little-known history of the Unangan (Aleut) people of Saint Paul Island must be considered.

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.

Any negative impacts on the environment would disproportionally 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. 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% experiencing asthma.
- Shoulders significant social vulnerabilities, with 98% without health, property, or vehicle insurance, and 77% living with disabilities.

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



Quality of Life

The Project will:

- Increase affordable transportation choices by improving and expanding active transportation usage and reducing vehicle dependence in this underserved community.
- Improve active transportation access to employment and key services.
- Improve public health by planning and designing active transportation facilities.
- Proactively address equity.

Figure 3: Colorful homes and Orthodox Church in the community of Saint Paul Island. Courtesy Nathaniel Wilder

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.

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 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.**

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. Data from the ETC and EJSCREEN tools discussed in the previous section 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 more affordable access to necessary supplies without delays or shortages, improving their overall standard of living.

Figure 4: Lynden Alaska Marine Lines cargo barge

Securing RAISE funding for planning and design would give our community the **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 (**City North & South Dock** improvements) or movement of goods from the ships through the harbor area (**Harbor Road & Harbormaster's Office** improvements). Hindered goods movement increases the cost of imported goods and hurts affordability for residents.

Ensuring active transportation improvements are incorporated into the planning and design of the **Harbor Road** will ensure future construction of the road **improves mobility and connectivity** for pedestrians to a key employment area. Given the high percentage of low-income residents, this directly addresses transportation equity.

Mobility and Community Connectivity

The Project will:

- Implement a plan, based on community participation and data, that addresses gaps in the existing Transportation network.
- Remove barriers for individuals by improving active transportation connectivity.
- Include transportation features that increase accessibility for non-motorized travelers in this underserved community.
- Incorporate Universal Design beyond ADA requirements.

Improving mobility and connectivity is a primary purpose of the Project. Ensuring the long-term viability of the Saint Paul 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.

There are t**wo significant mobility and connectivity constraints for the Harbor Road**: (1) the current alignment and condition of the road hinders mobility for non-motorized travelers and (2) the road is shared between non-motorized travelers, vehicles, and heavy equipment. The Harbor Road runs through an active commercial and industrial port area. All ocean-going freight and travelers off-load at the main harbor and are transported to all other destinations on the island.

Commercial and private traffic utilize the road for access to and from the small boat harbor, Trident Seafoods processing plant, and the vessel repair and supply store. The accident data cited in the Safety section shows how non-delineated use of the Harbor Road by multiple modes of transportation is an untenable long-term solution.

Aside from land transportation, vessel mobility is in many ways more critical for meeting the Island's needs. A **significant mobility constraint is the lack of mooring space** in Saint Paul Harbor. There is approximately 600 feet of moorage for large vessels in the harbor, reduced to 500' during rough weather. This is inadequate for the existing fleet and provides no capacity for emergencies or new vessels. 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. The delays and overcrowding in the harbor are **detrimental to vessel mobility** and impede connecting the Saint Paul Island industry with the broader global fish/crab markets.

The Project provides solutions to these issues.

Planning and design for the **Harbor Road** will lead to improved mobility and community connectivity with an active transportation focus in two ways: (1) incorporating universal design principles and practices will ensure the road improvements lead to better usability by all populations regardless of ability and (2) ensure context-sensitive design to improving safe access for travelers between the harbor and the rest of the community given the traffic mix on this road.

Improvements are necessary to **improve mobility within the harbor area** and—as the only road connecting the community to the main harbor and small boat harbor—more reliably connect residents to jobs, goods, and important services throughout the year.

The planning and public participation process will help **identify gaps in connectivity** for residents as well as areas that hinder mobility. This will inform the design phase. The previous section's discussion of planning for nonmotorized infrastructure improvements as a way to improve quality of life will largely be accomplished by enhancing connectivity and mobility for nonmotorized users of the corridor—maintaining a view of creating a transportation environment usable by all people, without regard to vehicle access.

Planning and design for a relocated, two-story **harbormaster office** supports vessel mobility by ensuring the office's functionality during the worst weather conditions when harbormaster oversight is most critical—something that has not been the case given the existing office's vulnerability to wave surges.

Economic Competitiveness and Opportunity

The Project will:

- Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks.
- Facilitate tourism opportunities.
- Address current or projected transportation system vulnerabilities for this underserved community.
- Promote long-term economic growth and other broader economic and fiscal benefits.
- Adopt/change local and economic hiring preferences for the project workforce to promote the entry and retention of underrepresented populations.

Improving economic competitiveness is a primary objective of the Project. The economic wellbeing 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. Planning efforts will identify harbor improvements that can help the community **diversify revenue sources**. The Saint Paul Island community needs to utilize planning efforts to simultaneously (1) improve the resiliency of a critical link in our supply chain, and (2) improve 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.

Supporting the Fishing and Seafood Industry

The planning and design efforts proposed in the Project are needed to ensure **future infrastructure improvements effectively support the local economy as well as the regional fishing and seafood industry**. According to a NOAA annual report on Fisheries of the U.S.[2], the state of Alaska in 2019 accounted for 60% of the country's commercial fisheries and seafood industry, landing and 32% of the economic value.

Figure 5: Crab pots and the community of Saint Paul Island. Courtesy Nathaniel Wilder.

The repairs and upgrades to the City South and North Dock and Harbormaster's Office will ensure the continued viability and development of the regional fishing industry and the seafood processing plant. Trident has the sole processor plant on the island and historically employed 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

It is reasonably clear based on prior planning and public involvement work around the harbor that renovations to the City South and North Dock and the Harbormaster Office 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).

[2] National Oceans and Atmospheric Administration Fisheries "Fisheries of the U.S. 2019." https://media.fisheries.noaa.gov/2021-05/FUS2019-FINAL-webready-2.3.pdf?null=

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.

Figure 6: Adventure Cruise MS Roald Amundsen

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.

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. Planning efforts will explore how to **expand existing tourism** to the island. 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. More than 50 percent of the entire population breeds here in the Pribilof Islands.

Figure 7: Crab Vessel Research Ad Posting (Alaska Bering Sea Crabbers, 2024)

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 North Pacific Research Board and the National Science Foundation are examples, increasing their marine ecosystem and ocean studies in the Bering Sea[3].

Beyond representation in the planning process, the plan documents need to recommend ways to **leverage business opportunities enabled by the infrastructure improvements to create long-term jobs on the island.** The planning process will ensure the Project maximizes investments dollars that stay in this historically underinvested, majority non-white community. Harbor-area transportation improvements help implement two key goals in the Saint Paul Island Comprehensive Economic Development Strategy to (1) support, protect, and create new fisheries opportunities, and (2) to strengthen infrastructure and services to create and maintain a healthy

[3] 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. https://nprb.org/bering-sea-project/

foundation for residents and businesses to thrive. The planning process will further clarify the range of (1) new economic activities, (2) improvements needed to make these activities feasible on Saint Paul Island, and (3) ways to reduce barriers to development and new employment.

State Of Good Repair

The Project will:

- Restore and modernize the existing core infrastructure assets that have met their useful life.
- Reduce construction and maintenance burdens through efficient and well-integrated design.
- Create new infrastructure in this remote community that will be maintained in state of good repair.
- Address current or projected transportation system vulnerabilities for this underserved community.

As the harbor is a primary source of transportation for this isolated, remote island community, **maintaining the harbor intermodal transportation infrastructure in a state of good repair is critical for sustaining life and therefore a primary purpose of the Project.**

The existing **Harbor Road** is the only access to both the main and small boat harbors. More importantly, it is the **only access road between the harbor and the Saint Paul Community Health Clinic and the Saint Paul Island Airport from which medevacs depart**. The existing road has had long-standing surface water drainage issues impacting three existing commercial buildings, the Tribal Government's vessel repair building, the Small Boat Harbor parking area and boat launch ramp. Prior reconnaissance work has determined that the existing platted 40-foot-wide right-of-way is too narrow to accommodate a road that meets American Association of State Highway and Transportation Officials design standards for local traffic patterns and community needs. Repetitive subgrade and surface repairs, and grading requirements due to inadequate surface course, have resulted in high operation and maintenance costs to the City.

Figure 8: Damaged and unusable City North Pier

Figure 9: Damaged concrete deck of City North Dock

The 2021 Saint Paul Harbor Feasibility Study (Attachment C) identifies state-of-repair deficiencies of the Saint Paul Harbor transportation infrastructure as insufficient to operate at its full level of performance.

The **South Dock, North Dock and Piers** are **core transportation assets that have met their useful life** and require replacement and modern upgrades. Necessary docking equipment such as fenders, cleats, bull rails, and ladders are all damaged, missing, or inadequate in size and capacity. There is significant damage to the concrete deck of the North Dock and it not currently usable. Dolphins are used in the Saint Paul Harbor to extend berthing because the number of

ships is greater than can be accommodated by the length of the docks and piers. A dolphin is a group of pilings arrayed together to serve as a mooring point. The dolphins on all docks and piers in the harbor are damaged, at the end of their useful life and inadequate for the vessels requiring them.

Figure 10: Old tires used as fenders at City South Dock

Figure 11: A dolphin with old tires used as fenders

The **Harbormaster's Office** is a vital transportation component that has also met the end of its useful life. It is in poor condition due to damage from **frequent storms and waves overtopping the breakwater.** The office has sustained significant, recurring water damage and roof damage and should not remain in the same location.

Figure 12: Waves overtopping breakwater behind Harbormaster Office

Figure 13: Damaged and unusable Harbormaster Office

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 on the island over 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 projected in the future and the Project will plan for it. Personal vessels cannot travel the great nautical distance and rough seas between Saint Paul Island and the mainland Alaska. **This is why maintaining the harbor infrastructure and intermodal route between the harbor and the airport is so critical.**

The Project plans for restoring and modernizing the existing core infrastructure assets that have met their useful life as well as creation of new infrastructure, to maintain a state of good repair. The Project plans the replacement of the South Dock, North Docks and Piers with new dolphins, ramps, catwalks, modern energy-absorbing fenders, as well as expanded transportation facilities to appropriately accommodate the number and size of vessels which utilize these remote transportation assets.

Improving the state of good repair for the Harbormaster's office will require (1) **relocation to an area less prone to damage from wave overtopping,** (2) using more climate-appropriate construction materials, and (3) constructing an elevated building to **further mitigate flood risk**. The Project will allow the Harbormaster to sufficiently oversee maintenance and repair activities to ensure that all harbor transportation facilities are in good condition, which is essential for accommodating vessels and facilitating cargo loading and unloading operations.

The Project will provide **planning and design to bring the community's critical transportation route into a state of good repair** by addressing current transportation limitations on the Harbor Road. Determination of whether right-of-way acquisition will be necessary is a component of this Project. Planning and design work is needed to address sightline and stormwater management issues and provide solutions to increase the longevity of good repair given the uses the road must accommodate. Efficient and well-integrated design accomplished through the Project will reduce the construction and maintenance burdens.

Partnership and Collaboration

The Project will:

- Engage residents of this underserved community to ensure equity considerations are meaningfully integrated throughout the lifecycle of the project.
- Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment.
- Establish formal public-private partnerships or joint ventures to expand or create new economic development capacity.
- Participate in the Thriving Communities Network

Partnership and Collaboration is a primary purpose of the Project.

A **Harbor Planning Team and Industry Stakeholders** comprised of local and tribal governments and fishing industry stakeholders 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 Project planning team coordinated with operators, coastal engineers, and the US Army Corps of Engineers to ensure technical input had been captured and reflected in the preliminary concept plans. This Team continues to meet and communicate regularly, engaging in discussion of project details, funding opportunities, federal and state requirements, and partnering on funding and construction.

Letters in support of the Project (Attachment D) 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 our 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.

Funding for public engagement through this Project will help obtain 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. This **aligns with the USDOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide.**

Innovation

The Project will:

- Incorporate innovative technology.
- Incorporate innovative project delivery.

Innovative Technology -- There are two key problems this Project addresses with innovative technology.

First is the current use of old tires in Saint Paul Harbor. Old tires have inconsistent properties, limited energy absorption capabilities, and require frequent replacement, all of which compromise safety. Data from tests conducted by the World Association for Waterborne Transport Infrastructure and American Society for Testing and Materials demonstrate that energy-absorbing fenders exhibit superior energy absorption capabilities compared to old vehicle tires. This means they can effectively dissipate the kinetic energy of berthing vessels, reducing impact forces and minimizing damage to both the vessel and the dock or structure.

The Project will plan an innovative solution to this problem by replacing the tires with **modern, energy-absorbing fenders which are optimized for performance and reliability.** Modern energy-absorbing fenders are designed and manufactured to meet specific performance standards, ensuring consistency in their performance characteristics. They can effectively dissipate the kinetic energy of berthing vessels, reducing impact forces, and minimizing damage to both the vessel and the dock or structure. The fenders can be tailored to specific berthing requirements and vessel types. This customization enables optimal performance and maximizes the effectiveness of the fendering system, resulting in enhanced safety and operational efficiency.

Secondly, like many rural and remote communities in Alaska, Saint Paul Island has historically relied heavily on fossil fuels due to its isolated location and limited access to alternative energy sources. Diesel-powered cars, trucks, utility vehicles, and boats are common modes of transportation for residents and businesses. Saint Paul Island is vulnerable to the effects of climate change, including rising temperatures, changing weather patterns, and coastal erosion, which are exacerbated by the burning of fossil fuels, as further described in Environmental Sustainability. Numerous studies have quantified the environmental benefits of electric vehicles, showing significant reductions in carbon dioxide (CO2), nitrogen oxides (NOx), particulate matter (PM), and other pollutants.

This Project will provide an opportunity to **evaluate the feasibility of providing redundant, renewable energy technology to the transportation infrastructure facilities** on Saint Paul Island. In recent years, there has been growing interest and efforts on Saint Paul Island to reduce reliance on fossil fuels and transition to cleaner and more sustainable energy sources. There are already wind turbines on the island, and a focus on exploring additional renewable energy options such as electric vehicles and solar, as well as energy efficiency measures aimed at reducing energy consumption and costs. Transitioning away from fossil fuels presents unique challenges for remote island communities like Saint Paul Island, requiring careful planning, investment, and collaboration among stakeholders to achieve energy independence and resilience.

Accelerated and Innovative Project Delivery -- There are two primary problems that innovative project delivery will address.

First, the City of Saint Paul is limited in staff and finances, due to the closure of the crab fisheries the past 3 seasons. While existing staff have limited knowledge and abilities necessary to complete environmental reports and permitting for small and simple projects, the proposed planning Project is complex and multi-faceted. Environmental regulations and requirements are constantly evolving, and staying up to date with changes can be challenging for in-house staff who do not have dedicated expertise in environmental law and regulations. Additional considerations will be required due to the proposed Project being conducted in a coastal area with cultural and historic resources and populations of threatened and endangered species. By outsourcing environmental work to a consulting firm, the City can mitigate the risk of regulatory non-compliance, legal challenges, and negative environmental impacts.

To solve this, 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. Engaging a **NEPA lead agency** will provide a streamlined process for environmental consultations and permits for commonly encountered project types of similar size, location and complexity. The City will seek consultants who can incorporate natural capital assessment methodologies into the environmental review process, providing a more comprehensive understanding of the value of ecosystem services and biodiversity. The City will also hire a consultant to **develop innovative online portals for project documentation, interactive maps, and virtual public hearings or consultations.**

The second issue is that, in many past projects, the City of Saint Paul has followed the traditional design-bid-build (DBB) approach, whereby a design team is hired first to develop the project's design. Once the design is complete, the City solicits bids from contractors for construction based on the design documents and then selects a contractor based on price and other factors, and construction proceeds separately from design. Data from studies conducted by organizations such as the Design-Build Institute of America show that design-build (DB) projects tend to be completed 33.5% faster, had lower unit costs and overall project costs compared to DBB projects. Data from industry surveys and case studies suggest that **DB projects tend to foster greater innovation and creativity** compared to traditional delivery methods. 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.

CITY OF SAINT PAUL

ALASKA

RESOLUTION 24-07
A RESOLUTION OF THE COUNCIL OF THE CITY OF SAINT PAUL TO APPLY FOR THE U.S. DEPARTMENT OF TRANSPORTATION'S FY24 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM FOR THE CITY SOUTH DOCK, CITY NORTH DOCKS AND PIERS, HARBORMASTER OFFICE, AND HARBOR ROAD PLANNING PROJECT

WHEREAS, The "Rebuilding American Infrastructure With Sustainability And Equity" (RAISE) Grant Program is a competitive transportation program held annually and administered by the U.S. Department of Transportation; and

WHEREAS, RAISE program funds are intended for surface transportation infrastructure projects that will improve: safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation; and

WHEREAS, The U.S. Department Of Transportation's "Rebuilding American Infrastructure With Sustainability And Equity" (RAISE) Grant Program is now open for grant applications; and

WHEREAS, RAISE funds can be used toward a variety of transportation projects, for both planning phase and construction phase; and

WHEREAS, Project proposals from rural communities may request up to 100% federal share but any contribution from the applicant is reflected positively in the grant competition; and

WHEREAS, the City of Saint Paul, Alaska (hereinafter "City") desires to participate in this grant program to the greatest extent possible as a means of providing funding to accomplish the necessary planning and pre-construction activities for improvements and expansion to the City South Dock, City North Dock and Piers, Harbormaster Office, and Harbor Road; and,

WHEREAS, the City council, staff, stakeholders, and community partners have identified these as high priority Harbor improvements; and,

WHEREAS, the proposed project will accomplish planning, design, engineering, environmental review and permitting for the improvements and expansion of the City South Dock, City North Dock and Piers, Harbormaster Office, and Harbor Road, and prepare the City for future construction grant funding proposals.

WHEREAS, these improvements will increase the safety, efficiency, capacity and level of service for the Saint Paul Harbor; and,

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Saint Paul hereby authorizes applying for RAISE grant funds from the USDOT and authorizes the City Manager to sign all documents relating to the RAISE grant proposal; and,

BE IT FURTHER RESOLVED that the Council of the City of Sainit Paul hereby authorizes providing up to 6% local matching funds to be more competitive for this grant and demonstrate the City's commitment to the Project; and

BE IT FURTHER RESOLVED that unprevented cost overruns of projects will be detrimental to the City's operating budget. 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; and

BE IT FURTHER RESOLVED that Resolution 24-07 rescinds and replaces Resolution 24-04 passed on January 30, 2024.

PASSED AND ADOPTED BY APPROVAL OF THE COUNCIL OF THE CITY OF SAINT PAUL THIS 27th DAY OF FEBRUARY 2024 BY 7 IN FAVOR 0 OPPOSED AND 0 ABSTAIN.

ATTEST:

Aubrey Wegeleben, City Clerk

Jacob N. Merculief, Mayor

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Transportation and Public Facilities

OFFICE OF THE COMMISSIONER
Ryan Anderson, P.E., Commissioner

PO Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3900
dot.alaska.gov

February 8, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

Dear Honorable Pete Buttigieg,

I write to you today to express our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

Renovations, improvements, and expansion of the Saint Paul Harbor are required to address the most urgent needs. Funding for this project will accomplish the planning and preconstruction activities necessary to prepare the City of Saint Paul to pursue funding for the construction phase. The renovations and improvements will be designed to accommodate commercial use, freight and fuel transportation, private vessel use, and public uses like emergency medical services and public transportation along the newly created M-11 route designated through the US Marine Highway System.

The Saint Paul Harbor is a critical port of operations for the Bering Sea's commercial crab fisheries as well as the local halibut fishing fleet, barge deliveries from Anchorage and Seattle, and the US Coast Guard. It serves as a strategic port for the Bering Sea fishing fleet to offload crews, undertake medical evacuations, and obtain fuel and other supplies. Barges and freighters deliver the majority of life-sustaining supplies to the island, including all fuel, non-perishable food, materials for home and business construction and repairs, medical supplies for the clinic, books and materials for the school, to name a few.

The U.S. Coast Guard has a Forward Operating Location on Saint Paul Island and patrols the Bering Sea waters surrounding the island during fishing seasons to provide emergency support to the fleet and enforce fishery regulations. Six commercial and small-scale luxury adventure cruise ships called on Saint Paul Harbor in 2023 and are expected to increase to seven in 2024. Vessels equipped with advanced technology for fisheries and oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.

- Commercial Fishing Industry: Saint Paul Island has a significant reliance on the fishing industry, particularly for crab and other seafood. A functional harbor facilitates the landing, processing, and shipment of seafood products. Upgraded facilities can improve the speed and safety of offloading and increase the overall competitiveness of the local fishing industry.

- Tourism Development: Saint Paul Island may attract tourists interested in its unique wildlife, historical sites, and cultural heritage. An improved harbor can accommodate cruise ships and other vessels, promoting tourism and potentially diversifying the local economy.

- Logistical Efficiency: The harbor serves as a key transportation hub for the island. Upgraded infrastructure supports the efficient movement of goods and supplies, reducing transportation costs and ensuring a more reliable supply chain for the island's residents and businesses.

- Safety and Environmental Considerations: A well-maintained harbor and functional harbormaster office contribute to navigational safety for vessels approaching and departing from the island.

- Resilience and Preparedness: Upgrading the harbor infrastructure can enhance its resilience to extreme weather events and changing climate conditions. This is particularly relevant in remote areas like Saint Paul Island, where reliable transportation infrastructure is critical for responding to emergencies and ensuring the well-being of the community.

- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island is a strategic and multifaceted approach that supports economic development, enhances community resilience, and ensures the island's long-term sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Thank you for your attention to this matter, and please do not hesitate to reach out if you require any further information.

Sincerely,

DocuSigned by:
DE6B08F7F6734C7...
Ryan Anderson, P.E.
Commissioner

Cc: Judy Chapman, Deputy Director of Planning, Project Delivery, DOT&PF
Marie Heidemann, Juneau Field Office Planning Chief, Project Delivery, DOT&PF
James Marks, Division Director, Project Delivery, DOT&PF
Erik McCormick, Division Operations Manager, Project Delivery, DOT&PF
Tabitha Williams, Administrative Operations Manager, Project Delivery, DOT&PF

ALEUT COMMUNITY OF ST. PAUL
TRIBAL GOVERNMENT

President John Wayne Melovidov
Vice President Myron Melovidov
Secretary-Treasurer Robert Melovidov Sr.
Council Members Michael R. Zacharof
Amos Philemonoff
Jacob N. Merculief
Shiona Melovidov

February 4, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application
To the Honorable Pete Buttigieg,

The Aleut Community of St. Paul Island, is the federally recognized tribe for St. Paul Island, as listed and recognized by the United States under 84 CFR 1200; and the Tribal Government of St. Paul is the representative sovereign government. I write to you today to express our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

Renovations, improvements, and expansion of the Saint Paul Harbor are required to address the most urgent needs. Funding for this project will accomplish the planning and preconstruction activities necessary to prepare the City of Saint Paul to pursue funding for the construction phase. The renovations and improvements will be designed to accommodate commercial use, freight and fuel transportation, private vessel use, and public uses like emergency medical services and public transportation along the newly created M-11 route designated through the US Marine Highway System.

The Saint Paul Harbor is a critical port of operations for the Bering Sea's commercial crab fisheries as well as the local halibut fishing fleet, barge deliveries from Anchorage and Seattle, and the US Coast Guard. It serves as a strategic port for the Bering Sea fishing fleet to offload crews, undertake medical evacuations, and obtain fuel and other supplies. Barges and freighters deliver the majority of life-sustaining supplies to the island, including all fuel, non-perishable food, materials for home

and business construction and repairs, medical supplies for the clinic, books and materials for the school, to name a few. The U.S. Coast Guard has a Forward Operating Location on Saint Paul Island and patrols the Bering Sea waters surrounding the island during fishing seasons to provide.

emergency support to the fleet and enforce fishery regulations. Six commercial and small-scale luxury adventure cruise ships called on Saint Paul Harbor in 2023 and are expected to increase to seven in 2024. Vessels equipped with advanced technology for fisheries and oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

As one of the primary users and beneficiaries of the Saint Paul Harbor, our organization wholeheartedly supports the City's proposal. Please add a statement here on how this project would positively impact your organization.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.

- Commercial Fishing Industry: Saint Paul Island has a significant reliance on the fishing industry, particularly for crab and other seafood. A functional harbor facilitates the landing, processing, and shipment of seafood products. Upgraded facilities can improve the speed and safety of offloading and increase the overall competitiveness of the local fishing industry.

- Tourism Development: Saint Paul Island may attract tourists interested in its unique wildlife, historical sites, and cultural heritage. An improved harbor can accommodate cruise ships and other vessels, promoting tourism and potentially diversifying the local economy.

- Logistical Efficiency: The harbor serves as a key transportation hub for the island. Upgraded infrastructure supports the efficient movement of goods and supplies, reducing transportation costs and ensuring a more reliable supply chain for the island's residents and businesses.

- Safety and Environmental Considerations: A well-maintained harbor and functional harbormaster office contribute to navigational safety for vessels approaching and departing from the island.

- Resilience and Preparedness: Upgrading the harbor infrastructure can enhance its resilience to extreme weather events and changing climate conditions. This is particularly relevant in remote areas like Saint Paul Island, where reliable transportation infrastructure is critical for responding to emergencies and ensuring the well-being of the community.

- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the

community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island is a strategic and multifaceted approach that supports economic development, enhances community resilience, and ensures the island's long-term sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Sincerely,

John Wayne Melovidov President

2050 Venia Minor Rd., P.O. Box 86, St. Paul Island, AK 99660 | 907-546-3200 (MAIN) | 907-546-3254 (FAX) | aleut.com

ALASKA BERING SEA CRABBERS

February 12, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg,

Alaska Bering Sea Crabbers (ABSC) is pleased to support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor. ABSC is a non-profit industry trade association representing the majority of independent crab harvesters who commercially fish for king, snow (opilio), and Tanner (bairdi) crab with pot gear in Alaska's Bering Sea and Aleutian Islands (BSAI) Crab Rationalization Program. Bering Sea crabbers are one of the primary users and beneficiaries of the Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

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The Saint Paul Harbor is a critical port of operations for the Bering Sea's commercial crab fisheries as well as the local halibut fishing fleet, barge deliveries from Anchorage and Seattle, and the US Coast Guard. It serves as a strategic port for the Bering Sea fishing fleet to offload crews, undertake medical evacuations, and obtain fuel and other supplies. Barges and freighters deliver the majority of life-sustaining supplies to the island, including all fuel, non-perishable food, materials for home and business construction and repairs, medical supplies for the clinic, books and materials for the school, to name a few. The U.S. Coast Guard has a Forward Operating Location on Saint Paul Island and patrols the Bering Sea waters surrounding the island during fishing seasons to provide emergency support to the fleet and enforce fishery regulations. Six commercial and small-scale luxury adventure cruise ships called on Saint Paul Harbor in 2023 and are expected to increase to seven in 2024. Vessels equipped with advanced technology for fisheries and oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

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- Tourism Development: Saint Paul Island may attract tourists interested in its unique wildlife, historical sites, and cultural heritage. An improved harbor can accommodate cruise ships and other vessels, promoting tourism and potentially diversifying the local economy.

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- Resilience and Preparedness: Upgrading the harbor infrastructure can enhance its resilience to extreme weather events and changing climate conditions. This is particularly relevant in remote areas like Saint Paul Island, where reliable transportation infrastructure is critical for responding to emergencies and ensuring the well-being of the community.

- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island is a strategic and multifaceted approach that supports economic development, enhances community resilience, and ensures the island's long-term sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Sincerely,

Jamie Goen
Executive Director
Alaska Bering Sea Crabbers
jamie@alaskacrabbers.org

ALEUTIAN
HOUSING AUTHORITY

February 9, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg,

Aleutian Housing Authority wishes to convey our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

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As one of the users benefiting from the Saint Paul Harbor, Aleutian Housing Authority fully supports the City's proposal. We own and operate a 14-unit Senor Facility and a 10-unit Low-Rent Facility in Saint Paul. On many occasions, we need to ship material and mechanical items that are too large to utilize air freight. Even breaking down to smaller shipments, air freight is expensive. Having safe and dependable means by which to receive material is imperative to the safety of our residents and often the only way in which to get sizable items there.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.
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- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Sincerely,

Viola Yatchmeneff
Executive Director
(907) 644-6604

6520 Kulis Drive
Anchorage, AK 99502

February 5, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg,

I write to you today to express our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

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oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

As one of the primary users and beneficiaries of the Saint Paul Harbor, our organization wholeheartedly supports the City's proposal. Alaska Marine Lines provides barge service to St. Paul and we are a user of the harbor. This is one of the more difficult places in Alaska to serve so the improvements to this dock would be extremely helpful in allowing us to continue service to service St. Paul into the future.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.

- Commercial Fishing Industry: Saint Paul Island has a significant reliance on the fishing industry, particularly for crab and other seafood. A functional harbor facilitates the landing, processing, and shipment of seafood products. Upgraded facilities can improve the speed and safety of offloading and increase the overall competitiveness of the local fishing industry.

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- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

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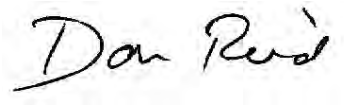
Sincerely,



Don Reid
Vice President, Opera ons
Alaska Marine Lines

907-375-2059

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ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
Environmental Health & Engineering

February 13, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

RE: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg:

I write today to express our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor.

The Saint Paul Harbor is a critical port for barge deliveries from Anchorage and Seattle. Barges and freighters deliver the majority of life-sustaining supplies to the island, including all fuel, non-perishable food, materials for home and business construction and repairs, medical supplies for the clinic, books and materials for the school, to name a few. Also, vessels from the National Science Foundation and academic institutions equipped with advanced technology to do oceanographic research regularly call upon Saint Paul Harbor. Their invaluable research into the circumpolar north's changing climate due to warming oceans is vital to increasing climate resilience in northern communities.

While ANTHC is not a primary user or beneficiary of the Saint Paul Harbor, our organization recognizes its critical importance in developing and maintaining the island's health facilities and sanitation infrastructure. Thus ANTHC wholeheartedly supports the city's proposal.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons:

- Logistical Efficiency: The harbor serves as a key transportation hub for the island. Upgraded infrastructure supports the efficient movement of goods and supplies, reducing transportation costs and ensuring a more reliable supply chain for the island's residents and businesses.
- Resilience and Preparedness: Upgrading the harbor infrastructure can enhance its resilience to extreme weather events and changing climate conditions. This is particularly relevant in remote areas like Saint Paul Island, where reliable transportation infrastructure is critical for responding to emergencies and ensuring the well-being of the community.
- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in this project plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this project.

Sincerely,

DocuSigned by:
David Beveridge
FB38A7941999490...

David G. Beveridge
V.P. of Environmental Health and Engineering

W170°

N57°

Central Bering Sea Fishermen's Association

P.O. Box 288 | Saint Paul Island, Alaska 99660 | Phone: 907.546.2597 | Fax: 907.546.2450 | cbsfa.com

February 9, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg,

The Central Bering Sea Fishermen's Association (CBSFA) is the management organization for Saint Paul Island under the Western Alaska Community Development Quota (CDQ) Program. Since the program was created in 1992, the federal government has been awarding various species of fish (CDQ allocations) from the Bering Sea and Aleutian Islands commercial fisheries to CBSFA. In turn, CBSFA manages these allocations to promote social and economic development at Saint Paul Island.

Saint Paul Island is located in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollock, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

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Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.

- Commercial Fishing Industry: Saint Paul Island has a significant reliance on the fishing industry, particularly for crab and other seafood. A functional harbor facilitates the landing, processing, and shipment of seafood products. Upgraded facilities can improve the speed and safety of offloading and increase the overall competitiveness of the local fishing industry.

- Tourism Development: Saint Paul Island may attract tourists interested in its unique wildlife, historical sites, and cultural heritage. An improved harbor can accommodate cruise ships and other vessels, promoting tourism and potentially diversifying the local economy.

- Logistical Efficiency: The harbor serves as a key transportation hub for the island. Upgraded infrastructure supports the efficient movement of goods and supplies, reducing transportation costs and ensuring a more reliable supply chain for the island's residents and businesses.

- Safety and Environmental Considerations: A well-maintained harbor and functional harbormaster office contribute to navigational safety for vessels approaching and departing from the island.

- Resilience and Preparedness: Upgrading the harbor infrastructure can enhance its resilience to extreme weather events and changing climate conditions. This is particularly relevant in remote areas like Saint Paul Island, where reliable transportation infrastructure is critical for responding to emergencies and ensuring the well-being of the community.

- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island is a strategic and multifaceted approach that supports economic development, enhances community resilience, and ensures the island's long-term sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

The South Dock has been the main location for our local halibut fishing fleet to launch and retrieve vessels, and acquire fuel for our vessels. As one of the primary users and beneficiaries of the Saint Paul Harbor, our organization wholeheartedly supports the City's proposal. More importantly, award funding the City of Saint Paul, Alaska will allow for renovations, improvements, and expansion of the Saint Paul Harbor, which will be an investment for our entire island.

Sincerely,

Ray Melovidov
President

February 5, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

To the Honorable Pete Buttigieg,
I write to you today to express our support for the City of Saint Paul, Alaska's planning grant application for renovations, improvements, and expansion of the Saint Paul Harbor.

Saint Paul Island is in the middle of the Bering Sea of Alaska, 750 miles west of Anchorage and accessible only by air or vessel. The island is home to predominately Aleut (Unangan) native Alaskans. The Saint Paul Harbor is a critical and strategic port of operations which supports the fishing industry, helping meet international demand for various species of Bering Sea crab, pollack, and halibut. Saint Paul Island is one of two Pribilof Island communities in the Bering Sea that were previously engaged in the historic fur seal trade. Since the enactment of the Fur Seal Act Amendments of 1983 and the phase-out of the commercial fur seal harvest, the Alaska congressional delegation has worked diligently to ensure the federal government meets its obligation to support the establishment of a self-sufficient economy on Saint Paul Island. Saint Paul's harbor was constructed with federal support and the City's application seeks funding to make improvements to several key components of the harbor.

Renovations, improvements, and expansion of the Saint Paul Harbor are required to address the most urgent needs. Funding for this project will accomplish the planning and preconstruction activities necessary to prepare the City of Saint Paul to pursue funding for the construction phase. The renovations and improvements will be designed to accommodate commercial use, freight and fuel transportation, private vessel use, and public uses like emergency medical services and public transportation along the newly created M-11 route designated through the US Marine Highway System.

The Saint Paul Harbor is a critical port of operations for the Bering Sea's commercial crab fisheries as well as the local halibut fishing fleet, barge deliveries from Anchorage and Seattle, and the US Coast Guard. It serves as a strategic port for the Bering Sea fishing fleet to offload crews, undertake medical evacuations, and obtain fuel and other supplies. Barges and freighters deliver the majority of life-sustaining supplies to the island, including all fuel, non-perishable food, materials for home and business construction and repairs, medical supplies for the clinic, books and materials for the school, to name a few. The U.S. Coast Guard has a Forward Operating Location on Saint Paul Island and patrols the Bering Sea waters surrounding the island during fishing seasons to provide emergency support to the fleet and enforce fishery regulations. Six commercial and small-scale luxury adventure cruise ships called on Saint Paul Harbor in 2023 and are expected to increase to seven in 2024. Vessels equipped with advanced technology for fisheries and oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

As one of the primary users and beneficiaries of the Saint Paul Harbor, our organization wholeheartedly supports the City's proposal.

Maintenance and improvement of the St. Paul harbor infrastructure is necessary to support our companies continued operations meeting the EPA and ADEC regulatory requirements for municipalities and seafood processors. Further this port is the only safe harbor for our vessels while conducting operations in the Bearing Sea and western Alaska.

Financial investment in Saint Paul Island's Harbor infrastructure is crucial for several reasons that contribute to the economic, social, and logistical well-being of the community.

- Economic Stimulus: A well-maintained harbor supports various economic activities, including commercial fishing, shipping, and tourism. Investing in harbor infrastructure enhances the efficiency of these operations, fostering economic growth and contributing to local employment opportunities.

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- Long-Term Sustainability: Continuous investment in harbor facilities reflects a commitment to the long-term sustainability and development of Saint Paul Island. It positions the community to adapt to changing economic and environmental conditions, ensuring that the harbor remains a viable and strategic asset.

Federal financial investment in the harbor of Saint Paul Island is a strategic and multifaceted approach that supports economic development, enhances community resilience, and ensures the island's long-term sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Sincerely,

Tim Jewell, CEO
Enviro-Tech Diving Inc.

February 8, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

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fisheries and oceanographic research from NOAA Fisheries, the National Science Foundation, and academic institutions also regularly call upon Saint Paul Harbor.

As one of the primary users and beneficiaries of the Saint Paul Harbor, Trident Seafoods adamantly supports the City's proposal. The Trident Seafoods processing facility relies on the fishing fleet and its harbor for landings -- which ultimately make up the largest local tax generating activity on St. Paul. Further, our facility and seafood processors rely on the city dock for barge shipment and deliveries. In the current configuration, St. Paul harbor only has moorage for three large vessels at a time, and only has space to maneuver one vessel at time. We could increase our efficiency and safety if there was space for four or more vessels. We believe funding for this study will help move the community one step closer to developing a robust and reliable harbor that can sustain commercial operations into the future.

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Sincerely,

Stefanie M. Moreland
Executive Vice President, Public Relations

Pribilof School District
St. Paul School
Box 207 • St. Paul Island • Alaska 99660
Phone:907-546-3321
http://pribilofsd.org

February 5, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application
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As one of the primary users and beneficiaries of the Saint Paul Harbor, our organization wholeheartedly supports the City's proposal. With these new improvements Pribilof School District could benefit from easier access to the port of cargo as the District receives a lot of materials, and school items through the harbor on barges or freighters.

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sustainability. It plays a pivotal role in fostering a thriving and resilient community in this remote part of Alaska. We urge you to strongly consider selecting the City of Saint Paul, Alaska as a recipient of a RAISE Grant to complete the planning and pre-construction activities for this important project.

Sincerely,

Michael Baldwin
Pribilof School District
Superintendent / K-12 Principal

February 5, 2024

Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590

Re: Letter of Support for City of Saint Paul, Alaska USDOT FY24 RAISE Grant Application

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Sincerely,

Luther A. Bartholomew

Director of Marine Operations
Vitus Marine LLC.,
907-831-0662 cell
907-793-9709 office
Luther.Bartholomew@VitusMarine.com

ATTACHMENT H:
City of Saint Paul FY25 BUILD Grant Agreement

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2025 BUILD PROGRAM

MARAD FY 2025 BUILD Grant No. 693JF72540049

7069MK143O 2026 1SPHI02549 0000150000 41010 61006600 — $4,052,760

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Saint Paul (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the Saint Paul Harbor Improvements Planning Project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2025 BUILD Program: MARAD Projects," November 4, 2025, which is available at https://www.transportation.gov/BUILDgrants/grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Saint Paul Harbor Improvements Planning Project

Application Date: February 27, 2024

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: F9NRLCANGSE4

3. Recipient Contact(s).

Phillip Zavadil
City Manager
City of Saint Paul, Alaska
PO Box 901
Saint Paul Island, AK 99660-0901
(907) 341-3994
pazavadil@stpaulak.com

and

Lynn Sterbenz
Grants Coordinator
City of Saint Paul, Alaska
PO Box 901
Saint Paul Island, AK 99660-0901
(360) 929-6132
lsterbenz@stpaulak.com

and

Stephanie Mandregan
Finance Director
City of Saint Paul, Alaska
PO Box 901
Saint Paul Island, AK 99660-0901
(907) 600-4354
stephanie@stpaulak.com

and

Jodi Plante
Project Manager/Grant Accounting Specialist

Alaska Municipal League Financial Solutions
One Sealaska Plaza, Suite 302
Juneau, AK 99801
(907) 586-1325 ext. 216
jodi@akml.org

4. Recipient Key Personnel. None.

5. USDOT Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreements Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Grant Management Division Chief
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

6. Payment System.

USDOT Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

Federal Award Identification Number: 693JF72540049

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

This Project will plan improvements to the access road, docks, piers, mooring capacity, and harbormaster office at the Saint Paul Harbor.

2. Statement of Work.

The Project includes the following sequential planning and pre-construction activities to prepare for a future construction phase.

Component 1 - Planning & Public Involvement:

- Develop and implement a plan for outreach and engagement with the community, stakeholders, and transportation system users. The plan will include:
    - Data collection and analysis
    - Surveys
    - Public meetings

Component 2 - Harbor Road Design & Preconstruction:

- Project management
- Topographic survey
- Geotechnical investigation
- Define/Determine right-of-way requirements
- Complete an Environmental Assessment in preparation for construction and permitting
- Evaluate and design (35%, 65%, 95%, and Final Design sets) the following:
    - Measures to improve visibility along the Harbor Road
    - Installation of signage, traffic calming measures, and warning systems
    - Realignment away from harbor operations where heavy equipment and workers are present
    - Installation of proper drainage infrastructure to efficiently collect and divert surface water away from the road
- Develop Benefit-Cost Analysis
- Develop construction bid documents, including:
    - Procurement strategy
    - Preparation of Requests for Proposal documents soliciting bids from contractors

Component 3 - City North Dock and Piers Design & Preconstruction:

- Project management
- Topographic survey
- Geotechnical investigation

- Evaluate and design (35%, 65%, 95%, and Final Design Sets) the necessary repairs and improvements, additional equipment, utilities, and infrastructure to safely and efficiently accommodate all vessels
- Permitting Clean Water Act Section 10 and 404
- Complete an Environmental Assessment in preparation for construction and permitting
- Develop Benefit-Cost Analysis
- Develop construction bid documents, including:
    - Procurement strategy
    - Preparation of Requests for Proposal documents soliciting bids from contractors

<u>Component 4 - City South Dock Design & Preconstruction</u>

- Project management
- Design (35%, 65%, 95%, and Final Design Sets) for the installation and expansion of water, electric, and sewer utilities

<u>Component 5 - Harbormaster's Office</u>

- Project management
- Topographic survey
- Geotechnical investigation
- NEPA environmental review and permitting
- Design a new and relocated harbormaster office (35%, 65%, 95%, and Final Design Plan Sets)
- Develop Benefit-Cost Analysis
- Develop construction bid documents, including:
    - Procurement strategy
    - Preparation of Requests for Proposal documents soliciting bids from contractors

3. Documents Describing Mitigation Activities.

None.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: July 31, 2030

Period of Performance End Date: July 31, 2030

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date	September 30, 2029

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

BUILD Grant Amount: $4,052,760

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Component 1 – Planning & Public Involvement	Component 2 - Harbor Road Design & Preconstruction	Component 3 - City North Dock and Piers Design & Preconstruction	Component 4 - City South Dock Design & Preconstruction	Component 5 - Harbormaster's Office	Total
BUILD Funds:	$218,000	$1,534,313	$1,114,033	$1,114,033	$72,381	$4,052,760
Non-Federal Funds:	$16,463	$95,355	$69,583	$69,583	$7,731	$258,715
Total:	$234,463	$1,629,668	$1,183,616	$1,183,616	$80,112	$4,311,475

4. Cost Classification Table.

Cost Classification	Total Costs	Non-BUILD Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$3,341,776	0	**$3,341,776**
Contingency	$322,978	0	**$322,978**
Indirect (de minimis 15%)	$646,721	0	**$646,721**
Project Total	**$4,311,475**	**$0**	**$4,311,475**

5. Approved Pre-award Costs.

None. The USDOT has not approved under this award any pre-award costs under 2 CFR 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the Project costs and documented in this section 5. See section 18.3(b) of the General Terms and Conditions.

SCHEDULE E
CHANGES FROM APPLICATION

Scope:

None.

Schedule:

The Project Completion date is pushed out by one year to account for interagency coordination to reach grant execution, which delayed the Project Start date.

The table below compares the Project milestone dates.

Milestone	**Application**	**Schedule C**
Planned Project Completion Date	September 30, 2028	September 30, 2029

Budget:

None.

Other:

None.

SCHEDULE F
BUILD PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: No

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
BUILD PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient promotes robust job creation by investing in projects that generate stable, good-paying jobs aligned with prevailing wage standards and by enforcing hiring practices that prioritize local and underrepresented workers. By requiring project labor agreements or similar mechanisms, the Recipient ensures workers have a free and fair choice to join a union without interference, protecting their rights while fostering workforce development.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF SAINT PAUL

02/25/2026
Date

By:
Signature of Recipient's Authorized Representative

Phillip Zavadil
Name

City Manager
Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

2/25/2026
Date

By:
Signature of USDOT's Authorized Representative

Kelly Mitchell-Carroll
Name

Grants and Cooperative Agreements Officer
Title

ATTACHMENT I:
FY25 BUILD Grant General Terms and Conditions (USDOT)

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2025 BUILD PROGRAM: MARAD PROJECTS

Revision date: November 4, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), appropriated funds to the United States Department of Transportation (the "**USDOT**") for fiscal year 2025 under the heading "National Infrastructure Investments." The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Better Utilizing Infrastructure to Leverage Development Program (the "**BUILD Program**").

On November 1, 2024, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "FY 2025 National Infrastructure Investments" and funding opportunity number DTOS59-25-RA-RAISE. The notice of funding opportunity posted at Grants.gov (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2025 BUILD Program. On January 10, 2025, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2025 BUILD Program. 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 fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. 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, as modified by schedule D.

ARTICLE 2
USDOT ROLE

2.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the BUILD Program, the approval of this agreement, and any modifications to this agreement under section 20.1.

(b) The Maritime Administration (the "**MARAD**") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means MARAD.

2.2 USDOT Program Contacts.

David Bohnet
Grant Management Division Chief
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

and

OST BUILD Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
BUILDGrants@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 BUILD 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 21.7 on behalf of the Recipient.

3.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT 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;

(3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(4) the USDOT'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 the Administering Operating Administration.

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 the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, 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 USDOT within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

ARTICLE 4
AWARD AMOUNT AND FEDERAL OBLIGATION

4.1 Federal Award Amount. The USDOT hereby awards a BUILD Grant to the Recipient in the amount listed in section 1 of schedule D as the BUILD Grant Amount.

4.2 Federal Funding Source.

(a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the BUILD Grant is from BUILD Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

4.3 Federal Obligations. This agreement obligates for the budget period the amount listed in section 1 of schedule D as the BUILD Grant Amount.

ARTICLE 5
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Change Notification Requirement. The Recipient shall notify USDOT 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 final budget period to continue after the budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects

with two phase, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements; 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 the Administering Operating Administration 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) the USDOT 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 the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration'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 that are 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 the USDOT 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 Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "BUILD 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 the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

5.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the BUILD Program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 20.1.

ARTICLE 6
GENERAL REPORTING TERMS

6.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

6.2 Alternative Reporting Methods. The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.

6.3 Paperwork Reduction Act Information. Under 5 CFR 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. 2105-0563.

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 the USDOT a Quarterly Project Progress Report and Recertification 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 and Recertification 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 the Administering Operating Administration'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 the information outlined in the *Baseline Report* section of the *Performance Measures Guidance- 2023 Update*.

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 identified in the Performance Measure Table in schedule G, the Recipient shall collect data for that performance measure as described in Table 1 of the *Performance Measures Guidance- 2023 Update*; and

(2) the Recipient shall submit to the USDOT an annual Post-construction Performance Measurement Report by January 31 to report project performance

for the prior calendar year. Post-construction reporting will begin one quarter after project substantial completion and continue for three years (12 quarters). All performance measures will be reported annually. The Post-construction Performance Measurement Report shall contain the data collected under this section 8.2 and the information outlined in the *Annual Post-construction Performance Reports* section of the *Performance Measures Guidance- 2023 Update*.

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
RESERVED

ARTICLE 10
RESERVED

ARTICLE 11
LABOR AND WORK

11.1 Labor and Work.

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

ARTICLE 12
CIVIL RIGHTS AND TITLE VI

12.1 Civil Rights and Title VI.

(a) The purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 CFR part 21, including any amendments thereto

(b) If the Recipient is an "Existing" Recipient then the Recipient shall submit to the USDOT 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 the Administering Operating Administration'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, including any amendments or updates thereto.

(c) If the Recipient is a "New" Recipient then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, including nay amendments or updates thereto, before entering into this agreement.

(d) In this section 12.1:

(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.

12.2 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 compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 CFR part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 13
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

13.1 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 cyber security and resilience in planning, design, and oversight of the Project.

(b) If the Security Risk Designation in section 5 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 13.1(c).

(c) If the Security Risk Designation in section 5 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 14
BUILD PROGRAM DESIGNATIONS

14.1 Effect of Urban or Rural Designation. Based on information that the Recipient provided to the USDOT, including the Technical Application, 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 minimum award size, geographic location, and cost sharing.

14.2 Effect of Historically Disadvantaged Community/Area of Persistent Poverty Designation.

If section 3 of schedule F lists "Yes" for the "HDC/APP Designation," then based on information that the Recipient provided to the USDOT, including the Technical

Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community/area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

ARTICLE 15
CONTRACTING AND SUBAWARDS

15.1 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.

15.2 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 domestic content procurement preference in that award term and this agreement is not a waiver of that preference.

(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, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 16 and 2 CFR 200.339–200.340.

(c) Under 2 CFR 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 CFR 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 15.2(d) and provide to MARAD copies of any such certifications or other documentation supporting compliance upon request of MARAD pursuant to article 24 and 2 CFR 200.334-200.338.

15.3 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 comply with 49 CFR part 26, including any amendments thereto. For the purpose of 49 CFR 26.3, that part applies to the Recipient.

(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 CFR 200.321, including any amendments thereto.

15.4 Engineering and Design Services. [Reserved]

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

15.6 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 CFR parts 200 and 1201, including 2 CFR 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 CFR 200.331-333 and described in this section 15.6(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 CFR 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 CFR 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 CFR 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 CFR 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 CFR 200.332(d).

(7) The Recipient must establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 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 CFR 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 CFR 200.501.

(9) The Recipient may not make a fixed amount subaward without prior approval from MARAD. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR 200.331–200.333.

15.7 Subaward and Contract Authorization. [Reserved]

ARTICLE 16
NONCOMPLIANCE AND REMEDIES

16.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT 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 the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(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) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 16.1(b); or

(2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide to the Recipient a notice that states the bases for that determination.

16.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the Federal Government that the USDOT may collect under 2 CFR 200.346 and the Standards for Administrative Collection of Claims (31 CFR parts 901).

16.3 Other Oversight Entities. Nothing in this article 16 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 17
AGREEMENT TERMINATION

17.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to timely obtain or timely provide any non-BUILD Grant contribution or alternatives approved by the USDOT 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 the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a BUILD Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 CFR 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

17.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 CFR 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

17.4 Non-Terminating Events.

(a) The end of the budget period described under section 28.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient's obligations under this agreement.

17.5 Other Remedies. The termination authority under this article 17 supplements and does not limit the USDOT's remedial authority under article 16 or 2 CFR part 200, including 2 CFR 200.339–200.340.

ARTICLE 18
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

18.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

18.2 Projects Costs. This award is subject to the cost principles at 2 CFR 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

18.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the final budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the

Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

18.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT 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 the USDOT.

18.5 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.

18.6 Timing of Payments to the Recipient.

(a) Reimbursement is the payment method for the BUILD Program, unless otherwise agreed upon by USDOT and the Recipient.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

18.7 Payment Method.

(a) If the USDOT 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/forms-repository/post-award-reporting-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, the USDOT provides the following additional information, which may change after execution of this agreement:

(1) The Recipient may access the training from the USDOT "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 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) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

18.8 Information Supporting Expenditures.

(a) If the USDOT 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 the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

18.9 Reimbursement Request Timing Frequency.

(a) If the USDOT 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, the USDOT may deny the request for being untimely.

(b) If the USDOT Payment System identified in section 6 of schedule A is "Delphi eInvoicing System," then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 19
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

19.1 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 19.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 CFR 200.344–200.346.

19.2 Funds Cancellation.

(a) BUILD Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2034, and then unavailable for any purpose, including adjustments.

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

ARTICLE 20
AGREEMENT MODIFICATIONS

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

20.2 Unilateral Contact Modifications.

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by notice to USDOT.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by notice to the Recipient.

20.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

20.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 20.1, 20.2, or 20.3. If an amendment, modification, or supplement is not permitted under section 20.1, not permitted under section 20.2, and not permitted under section 20.3, it is void.

ARTICLE 21
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

21.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 CFR parts 200 and 1201.

21.2 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;.

(b) Pursuant to 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.

(c) Pursuant to 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.

(d) 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.

21.3 Federal Freedom of Information Act.

(a) The USDOT 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 the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

21.4 History of Performance. Under 2 CFR 200.206, any Federal 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.

21.5 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 this 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.

21.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;

(3) 2 CFR part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 CFR part 20: New Restrictions on Lobbying;

(2) 49 CFR part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;

(3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

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

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 22
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

22.1 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 CFR 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 CFR 200.334.

22.2 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 22.2(a) in accordance with a financial management system that meets the requirements of 2 CFR 200.302–200.307 and 2 CFR 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 fiscal year 2025 BUILD Program 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 CFR 200 subpart F, including "FY 2025" 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 2025" in column c ("Additional Award Identification").

22.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 CFR 200.303.

22.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 CFR 200.337.

ARTICLE 23
NOTICES

23.1 Form of Notice.

(a) For a notice under this agreement to be valid, it must be in writing.

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

23.2 Method of Notice to USDOT.

(a) For a notice to USDOT 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 USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT'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 USDOT 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.

23.3 Method of Notice to Recipient.

(a) Except as specified in section 23.3(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 16 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.

23.4 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 20.2(a).

23.5 Additional Mandatory Notices to USDOT. The Recipient shall notify the USDOT 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.

23.6 Scope of Notice Requirements. The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: "notice"; "notification"; "notify"; or "notifying." This article 23 does not control or limit other communication between the parties about the Project or this agreement.

ARTICLE 24
INFORMATION REQUESTS

24.1 USDOT Information Requests.

(a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.

(b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.

(c) This section 24.1 does not limit the Recipient's obligations under section 22.4 or 2 CFR 200.337 to provide access to Recipient records.

ARTICLE 25
ASSIGNMENT

25.1 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 26
WAIVER

26.1 Waivers.

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT 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 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Disclaimer of Federal Liability. The USDOT 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.

27.2 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 CFR 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 CFR 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR 24 subparts D–E.

(c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 CFR 24..

27.3 Equipment Disposition.

(a) In accordance with 2 CFR 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State, the State 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 CFR 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 the Administering Operating Administration.

(b) In accordance with 2 CFR 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR 200.310–200.316 and 2 CFR 1201.313.

(c) The Recipient shall ensure compliance with this section 27.3 for all tiers of subawards under this award.

27.4 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) the Administering Operating Administration 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) the Administering Operating Administration provides the Recipient with written communication stating that the environmental review process is complete.

(b) The Recipient acknowledges that:

(1) the Administering Operating Administration's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Administering Operating Administration; and

(2) applicable environmental statutes and regulation 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 20.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).

(e) The Recipient shall complete any mitigation activities described in the environmental document or 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, but the absence of a document or correspondence from that section does not relieve the Recipient of any compliance obligations. The Recipient acknowledges that should a Mitigation Monitoring and Compliance Plan be required under 40 CFR 1505.3, the Recipient may be required to provide regular and/or ad-hoc reports to the Administering Operating Administration regarding the status of the agreed upon mitigation measures as part of a Mitigation Monitoring and Compliance Plan. USDOT may determine that any failure to complete the mitigation activities and permits within the Project environmental documents or complete requirements under a Mitigation and Compliance Plan is non-compliance of the grant agreement subject to the remedies identified in article 16.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 CFR 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and

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

28.2 Federal Award Identification Number. The Federal Award Identification Number is listed in section 8 of schedule A.

28.3 Recipient's Unique Entity Identifier. The Recipient's Unique Entity Identifier, as defined at 2 CFR 25.400, is listed in section 2 of schedule A.

28.4 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 CFR 200.1.

28.5 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 CFR 200.1.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 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	BUILD Program Designations
Schedule G	BUILD Performance Measurement Information
Schedule H	Labor and Work

29.2 Exhibits. The following exhibits, which are located in the document titled "Exhibits to MARAD Grant Agreements Under the Fiscal Year 2025 BUILD Program," dated November 4, 2025, and available at https://www.transportation.gov/BUILDgrants/grant-agreements, 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

29.3 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 29.1 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 29.1.

(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.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the BUILD Program and awards under that program and supersedes any previous agreements, oral or written, relating to the BUILD Program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–30.

"**Program Statute**" means the collective statutory text:

(1) at 49 U.S.C. 6702;

(2) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" 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

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

"**BUILD Grant**" means an award of funds that were made available under the NOFO.

"**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.

29.6 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 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 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 BUILD Grant when the USDOT's authorized representative signs it.

Revised 11-04-2025

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE FISCAL YEAR 2025 BUILD PROGRAM

November 4, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2025 BUILD 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, Pub. L. No. 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
i. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
j. 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 CFR Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c. Procedures for predetermination of wage rates – 29 CFR 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 CFR 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 CFR Part 5
f. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
g. New Restrictions on Lobbying – 49 CFR 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 CFR Part 21, including any amendments thereto
i. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
j. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
k. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR 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 CFR Part 35
m. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR 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 CFR Part 30
o. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR 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 CFR Parts 37 and 38
q. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)
r. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 CFR Part 381
s. Buy America Preferences for Infrastructure Projects – 2 CFR Part 184
t. National Environmental Policy Act implementing regulations– 40 CFR 1500 - 1508

Specific assurances required to be included in the FY 2025 BUILD Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

[The remainder of this page intentionally left blank.]

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 CFR 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 2025 BUILD Program, 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 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR 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 2025 BUILD Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, 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 2025 BUILD 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. 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 2025 BUILD Program. 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 2025 BUILD Program.

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 CFR Part 21, including any amendments thereto.

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 Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 49 U.S.C. § 6702, the Regulations for the Administration of the FY 2025 BUILD Program**,** 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, including any amendments thereto, 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, including any amendments thereto, 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 CFR Part 21, including any amendments thereto.
- 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 CFR 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 CFR 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 CFR 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 CFR Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2025 BUILD Program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2025 BUILD 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 CFR 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 CFR 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 CFR 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 anticipated for future appropriations acts, and as 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 the USDOT 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 the USDOT.**

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

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT 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 the USDOT 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 the USDOT 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 CFR 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 CFR 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 CFR 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 CFR 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 CFR 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 CFR 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 2025 BUILD Program 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 the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT 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 the USDOT. 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/post-award-reporting-forms.html.

(h) Certifications.

i. A certification that the Recipient is in compliance with 2 CFR 200.303 (Internal Controls) and 2 CFR Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 CFR 200.415(a).

ATTACHMENT J:
USDOT Order 1050

U.S. Department of Transportation
Office of the Secretary of Transportation

DOT 1050.2A

SUBJECT: DOT STANDARD TITLE VI ASSURANCES AND NON-DISCRIMINATION PROVISIONS

---

1. **PURPOSE.** This order updates DOT 1050.2, Standard DOT Title VI Assurances.

2. **SCOPE.** This order applies to the Office of the Secretary and the operating administrations with regard to any program for which Federal financial assistance is authorized under a law administered by the U.S. Department of Transportation.

3. **BACKGROUND.** Section 21.7(a) of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, requires that all applications for Federal financial assistance from the Department of Transportation must contain Title VI Assurances. This order requires the Office of the Secretary and each operating administration to secure from applicants and recipients receiving Federal financial assistance the attached Standard DOT Title VI Assurances. The reverter clause in Appendices B and C of the assurances should be used only when it is determined that such a clause is necessary in order to make clear the purposes of Title VI. The assurances may be supplemented by additional paragraphs by the Office of the Secretary and operating administrations desiring to expand the assurances in order to make them more applicable to a particular program. All such changes or expansions shall be coordinated with the Departmental Office of Civil Rights.

4. **RESPONSIBILITIES.**

   a. **The Departmental Director of Civil Rights** will monitor compliance with this order, including review of any expansion or addenda to the Standard DOT Title VI Assurances and Non-Discrimination Provisions by the Assistant Secretary for Administration or an operating administration.

   b. **The Assistant Secretary for Administration,** with respect to programs for which Federal financial assistance is requested from the Office of the Secretary, shall assure that all applications include the attached Standard DOT Title VI Assurances and Non-Discrimination Provisions.

   c. **The Head of Each Operating Administration,** with respect to programs for which Federal financial assistance is requested from the operating administrations, shall assure that all applications include the attached Standard DOT Order 1050.2, Standard Title VI Assurances and Non-Discrimination Provisions.

Ray LaHood
Secretary of Transportation

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The (***Title of Recipient***) (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through (***Title of Modal Operating Administration***), 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);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

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 the (**Title of Modal Operating Administration**).*

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.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

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 (***Name of Appropriate Program***):

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 all (***Name of Appropriate Program***) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The **(Title of 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 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, sub-grantees, 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. 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.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, ***[Name of the recipient]*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the ***[insert Agency name]*** 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 the ***[insert Agency name]***. You must keep records, reports, and submit the material for review upon request to ***[insert Agency here]***, 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.

[Name of 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 ***(Name of Appropriate Program)***. This ASSURANCE is binding on ***[insert State]***, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the ***(Name of Appropriate Program)***. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(Name of Recipient)

by_____

(*Signature of Authorized Official*)

DATED_____

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, ***(Title of Modal Operating Administration)***, 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 CFR Part 21. ***[Include Modal Operating Administration specific program requirements.]***

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. ***[Include Modal Operating Administration specific program requirements.]***

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 the (***Title of Modal Operating Administration***) 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 the (***Title of Modal Operating Administration***), 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 the (***Title of Modal Operating Administration***) 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 the (***Title of Modal Operating Administration***) 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 Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (***Title of Recipient***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the (***Title of Modal Operating Administration***) 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 (***Title of 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 (***Title of 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 (***Title of Recipient***), its successors and assigns.

The (***Title of 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 (***Title of 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 (***Title of Recipient***) pursuant to the provisions of Assurance 7(a):

A. The (grantee, 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 (grantee, 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, (***Title of 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 (***Title of 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 (***Title 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 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 (***Title of Recipient***) pursuant to the provisions of Assurance 7(b):

A. The (grantee, 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 (grantee, 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, (***Title of 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, (***Title of Recipient***) will there upon revert to and vest in and become the absolute property of (***Title 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 CFR 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 CFR 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 USC § 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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).

ATTACHMENT K:
USDOT Order 5610.1D

ORDER

U.S. DEPARTMENT OF
TRANSPORTATION
Office of the Secretary
of Transportation

DOT Order
5610.1D

SUBJECT: DOT'S PROCEDURES
FOR CONSIDERING
ENVIRONMENTAL IMPACTS

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Appendix A – List of Department of Transportation Categorical Exclusions A-1

1. PURPOSE

The purpose of these procedures is to describe the process by which DOT determines what actions are subject to the National Environmental Policy Act's (NEPA's) procedural requirements and the applicable level of NEPA review. These procedures ensure that relevant environmental information is identified and considered early in the process to ensure informed decision making. The procedures will enable DOT to conduct coordinated, consistent, predictable, and timely environmental reviews, thus reducing unnecessary burdens and delays. Furthermore, the procedures implement NEPA's mandates regarding lead and cooperating agency roles, page and time limits, and applicant preparation of environmental documents.

This Order sets forth DOT's procedures and practices for implementing NEPA. It further explains DOT's interpretation of certain key terms in NEPA. Sections 1 through 25 of this Order establishes procedures and processes that all Operating Administrations (OAs) should apply when implementing NEPA. In addition, OAs have specific NEPA implementing procedures that are either outlined in the subparts below or are contained in individual NEPA procedures. The following OAs have OA-specific guidance contained in the subparts of this Order below: Great Lakes St. Lawrence Seaway Development Corporation (GLS), Pipelines and Hazardous Materials Safety Administration (PHMSA), Maritime Administration (MARAD), Federal Motor Carrier Safety Administration (FMCSA), and National Highway Traffic Safety Administration (NHTSA). Federal Highway Administration, Federal Railroad Administration, and Federal Transit Administration NEPA implementing procedures are contained in 23 CFR Part 771. Federal Aviation Administration NEPA implementing procedures are outlined in FAA Order 1050.1. To the extent that NEPA implementing procedures exist outside the Order, those OAs should update their implementing procedures to be consistent with this Order and the NEPA statute.

This Order does not in fact, nor does it intend to govern the rights and obligations of any party outside the Federal government. Nothing contained in these procedures is intended or should be construed to limit DOT's other authorities or legal responsibilities.

2. CANCELLATION AND EFFECTIVE DATE

This Order cancels:

a. DOT 5610.1C, "Procedures for Considering Environmental Impacts," issued September 18, 1979, and the changes issued July 13, 1982, and July 30, 1985;

b. PHMSA Order 5610.3, "Procedures for Considering Environmental Impacts," dated January 16, 2025;

c. FMCSA Order 5610.1, "National Environmental Policy Act Implementing Procedures and Policy for Considering Environmental Impacts," issued March 2004;

d. St Lawrence Seaway Order SLS 10-5610.1B, issued May 28, 1981; and

e. MARAD Order 600-1, issued July 23, 1985.

This Order will be effective immediately as an interim Order, but DOT is soliciting public comment on this Order and may update it based on comments received. This Order does not apply to or alter any decisions made and final environmental documents issued prior to the effective date of this Order. This Order should be applied to actions initiated on or after the effective date of this Order.

3. APPLICABILITY

a. Authority. NEPA only imposes certain procedural requirements on the exercise of an OA's existing legal authority in relevant circumstances. To determine if NEPA applies, an OA must determine if the proposed action is a major federal action in Section 3b below.

b. Major Federal Actions. NEPA only applies to major Federal actions. In determining whether NEPA applies to a proposed agency action, DOT will consider only the action or project at hand. The terms "major" and "federal action" each have independent force. NEPA applies only when both of these criteria are met. While such a determination is inherently bound up in the facts and circumstances of each individual situation, and is thus reserved for the judgment of each agency in each instance, DOT provides the following interpretive guidance:

(1) DOT major federal actions may include grants, construction, regulatory actions, certifications, licenses, permits, approval of policies and plans, adoption or implementation of programs, waivers, legislation proposed by DOT, and any renewals or approvals of the above.

(2) An action is not a major federal action if:

(a) The activities or decisions do not result in final agency action under the Administrative Procedure Act (see 5 U.S.C. § 704) or other relevant statutes that also include a finality requirement;

(b) The proposed activity or decision is exempt from NEPA by law. For example, decisions concerning plans, Transportation Improvement Programs (TIPs), and Statewide Transportation Improvement Programs (STIPs) are not actions subject to NEPA pursuant to the express exemptions in 23 U.S.C. §§ 134 and 135;

(c) Compliance with NEPA would clearly and fundamentally conflict with the requirements of another law;

(d) In circumstances where Congress by statute has prescribed decisional criteria with sufficient completeness and precision such that an OA retains no residual discretion to alter its action based on the consideration of environmental factors. In these circumstances, the OA's function is nondiscretionary within the meaning of NEPA § 106(a)(4) and/or § 111(10)(B)(vii) (42 U.S.C. § 4336(a)(4) and § 4336e(10)(B)(vii), respectively);

(e) The proposed action is an action for which another statute's requirements serve the function of agency compliance with the Act; or

(f) The action is a "non-Federal action." NEPA does not apply to actions with no or minimal Federal funding, or with no or minimal Federal involvement where a Federal agency cannot control the outcome of a project. NEPA § 111(10)(B)(i), 42 U.S.C. § 4336e(10)(B)(i)(42 U.S.C. § 4336(a)(4)). A but-for causal relationship is insufficient to make an agency responsible for a particular action under NEPA. Minimal Federal funding or involvement, which may in a causal sense be a but-for cause of an action, does not by itself convert that action into a Federal action within the meaning of the language of the statute.

(3) The issuance or update of DOT or OA NEPA procedures is not subject to NEPA review.

(4) OAs can expressly identify actions that are subject to NEPA as well as actions that are not subject to NEPA under their individual agency NEPA procedures contained either in this Order as a subpart, FAA Order 1050.1, or within 23 CFR Part 771.

OAs are encouraged to define within their individual NEPA procedures their specific actions that are presumptively exempt from NEPA because the activities presumptively do not meet the definition of major federal action above. OAs should also consider whether a threshold could be established for "minimal" federal funding or involvement, such as a monetary or percentage threshold, that would exempt those activities from NEPA.

4. POLICY

a. Consistent with NEPA, the Department's policy is to integrate Federal environmental objectives into the programs of DOT to ensure the safest, most efficient and modern transportation system in the world, while avoiding or minimizing adverse environmental impacts where practicable, consistent with other considerations of National policy. DOT aims to preserve the natural beauty of the Nation's vital resources and preserve, restore, and enhance environmental quality of these resources in an effective and efficient manner.

b. The Department will strive to synchronize NEPA and other Federal environmental requirements and authorizations into a single, concurrent environmental review process that satisfies the requirements of all agencies with a role in a proposed action and expedites project delivery.

c. The Department will apply sound science, reliable data, and a systematic interdisciplinary approach to the environmental review process, including the use of geographic information systems and interactive maps, as appropriate.

d. The Department will maximize the use of proven strategies to efficiently complete the environmental review process, including use of electronic collaboration tools, applicable government-wide data standards[1], programmatic agreements and approaches, and planning processes and products with utility for satisfying NEPA requirements pursuant to applicable laws and regulations.

e. The Department encourages meaningful, proactive, open, and transparent public participation and collaboration with affected and interested stakeholders, including Federal agencies, States, Tribes, localities, and the public in its environmental decision-making process.

5. ROLES AND RESPONSIBLITIES

a. Responsibility. The Assistant Secretary for Transportation Policy (Assistant Secretary) establishes policy and oversees the implementation of the NEPA process for the Department. The Assistant Secretary may determine which OA will serve as the lead agency to prepare the environmental document for specific major federal actions taken by the Department for a proposed activity or decision. 42 U.S.C. § 4336a.

b. Office of Environment and Permitting. The Office of Environment and Permitting (Office of Environment) within the Office of Policy, Office of the Secretary oversees day-to-day NEPA implementation and compliance with related environmental requirements. OAs must consult with or notify the Office of Environment as set forth in this Order. The Office of Environment in turn must coordinate with the Office of the General Counsel, Office of Operations (OGC

[1] Including, but not limited to, permitting data standards such as that available at https://permitting.innovation.gov/resources/data-standard/

Operations) to ensure compliance with legal requirements. The Office of Environment promotes best practices to streamline the environmental review process. Additional information on the environmental review process may be obtained from the Office of Environment. The Office of Environment will consult on any revisions to this Order, in accordance with NEPA § 102(2)(B), 42 U.S.C. § 4332(B).

c. Office of the General Counsel. OGC Operations provides counsel to the Department in interpretation and compliance with NEPA, this Order, and other applicable laws; determines the legal sufficiency of the Department's environmental documents, where appropriate; and liaises with OAs, the Office of Litigation and Enforcement, and the Department of Justice on NEPA-related litigation.

d. Operating Administrations at DOT. Each OA must implement NEPA in accordance with the criteria set forth by this Order. An OA may have procedures and processes for their NEPA practitioners as well as any project applicant or sponsor, where appropriate. The OA procedures can be found as either a subpart to this Order, within Order 1050.1 for Federal Aviation Administration, or included in 23 CFR Part 771 for Federal Highway Administration, Federal Transit Administration, and Federal Railroad Administration.

When an OA has a proposal for revised OA procedures, they must consult with the Office of Environment, OGC Operations, and Council on Environmental Quality (CEQ). NEPA § 102(2)(B), 42 U.S.C. § 4332. The OAs should submit the proposals to the Office of Environment and OGC Operations for review and concurrence prior to CEQ consultation and any public notification. These offices will assist with CEQ consultation. OAs may provide notice of proposed revisions to OA procedures in the Federal Register for public comment. OAs should update their procedures, if warranted, in response to any public comments and provide a response to comments in a subsequent Federal Register notice. The OA must consult with and receive written concurrence by the Office of Environment, OGC Operations, and CEQ prior to publishing the final OA procedures in the Federal Register.

6. DETERMINING THE APPROPRIATE LEVEL OF NEPA REVIEW

a. Process Overview. At all steps in the following process, OAs will consider the proposed action and *its* impacts. The environmental review process should follow the following steps:

(1) Determine if NEPA applies, see Section 3;

(2) Define scope of the proposed action;

(3) Determine appropriate level of NEPA Review; and

(4) Analyze and document the environmental impacts of the proposed action in accordance with the NEPA statute, the Order, and any applicable OA-specific processes in their respective NEPA procedures, where appropriate.

b. Scope of the Proposed Action. If an OA has determined that the proposed activity or decision (proposed action) is subject to NEPA, as outlined in Section 3.b, the OA will then make the determination as to the scope of the action and the appropriate level of NEPA review for the proposed action. The OA should consider the scope of the proposed action and determine if there are connected actions that should be considered in the same NEPA review. Connected actions are actions that are within the authority of DOT that are closely related to the proposed action because the proposed action:

(1) automatically triggers other Federal actions;

(2) cannot or will not proceed unless other Federal actions are taken previously or simultaneously; or

(3) are interdependent parts of a larger Federal action and depend on the larger action for their justification.

c. Determine Potential for Impacts. When considering whether the reasonably foreseeable impacts of the proposed action are significant, the OA will analyze the potentially affected environment and degree of the impacts of the proposed action. The OA must consider the proposed action and its impacts.

(1) The potentially affected environment should encompass the geographic scale, the physical resources and the socioeconomic characteristics appropriate for the specific action.

(2) Level of significance is determined by examining the difference between the impacts of the proposed action compared to the no action alternative. Whether an impact rises to the level of "significant" is a matter of the OA's expert judgment. The OA should consider the degree of impacts for each of the following, as appropriate, with respect to the difference between the no action alternative and the proposed action:

(a) Both short- and long-term environmental impacts.

(b) Both beneficial and adverse environmental impacts

(c) Impacts on public health and safety

(d) Economic Impacts

(e) Impacts on the quality of life of the American people

(3) OAs must use available reliable data sources and will not undertake new scientific or technical research to inform their analysis unless it is essential to a reasoned choice among alternatives and the cost and time of obtaining it are not unreasonable when analyzing the potentially affected environment and the degree of the impacts of the action.

(4) When an OA is evaluating an action's reasonably foreseeable impacts on the human environment, and there is incomplete or unavailable information that cannot be obtained at a reasonable cost or the means to obtain it are unknown, the OA will make clear in the relevant environmental document that such information is lacking.

d. Scoping. The scoping process is a tool for early coordination to determine the scope of issues for analysis in an environmental document, including identifying any substantive issues that meaningfully inform the consideration of environmental impacts and the resulting decision. Scoping can help eliminate from further study non-substantive issues and can ensure that all interested or affected persons or agencies are invited and have an opportunity to participate early in the process. Scoping may begin as soon as practicable after the proposal for action is sufficiently developed for consideration. As part of scoping, OAs should use early coordination tools such as planning, interactive maps, cloud-based repositories for documents, interagency working groups or agreements, programmatic approaches, coordination plans, and project schedules.

e. Level of Review. Once the scope of the action and an initial evaluation of the potential impacts of the action have been determined, the OA can identify the appropriate level of review for the proposed action in the following sequence:

(1) If a categorical exclusion (CE) has been established or adopted (pursuant to NEPA § 109, 42 U.S.C. § 4336c) that covers the proposed action, an OA will determine whether they can apply the CE to the proposed action. See Section 9 below.

(2) If the proposed action is not covered by a CE, is not likely to have reasonably foreseeable significant impacts, or the significance of the impacts is unknown, an OA will prepare an environmental assessment (EA). See Section 10 below.

(3) If the proposed action is likely to have reasonably foreseeable significant impacts, an OA will prepare an environmental impact statement (EIS). See Section 14 below.

(4) Some OAs may have identified criteria and/or specific examples of proposed projects that meet the appropriate class of action. If so, these are contained within their NEPA implementing procedures either located as a subpart of this Order, FAA's Order 1050.1 or 23 CFR Part 771.

(5) If there is an unresolved disagreement between the OA and the project applicant regarding the appropriate class of action, the OA must notify the Office of Environment. The Office of Environment will assist in making the determination, when necessary.

7. NEPA AND AGENCY DECISIONMAKING

a. Timing. OAs should begin the environmental review process as early as reasonably practicable in the planning or development of an action.

(1) OAs should integrate the consideration of environmental resource impacts with other planning at the earliest possible time to avoid delays later in the process, head off potential conflicts, and ensure that the agency considers environmental impacts in their planning and decisions. For actions likely to require an EA or EIS, OAs must engage in early identification and evaluation of the environmental impacts of the proposed action, the purpose and need, reasonable alternatives, and measures to mitigate adverse environmental impacts, as appropriate.

(2) Unless otherwise provided by law, prior to making a final decision, OAs must not take any action that would have an adverse environmental impact or that may limit the choice of reasonable alternatives. If an OA becomes aware that an applicant is about to take an action within the OA's jurisdiction that would have an adverse environmental impact or that may limit the choice of reasonable alternatives, the OA must promptly notify the applicant and the Assistant Secretary for Transportation Policy and take appropriate action to ensure that the objectives and procedures of NEPA are achieved.

b. Coordination with Applicants. OAs must provide information so that applicants are aware of the environmental analysis and review requirements of this Order and any individual subparts or other OA NEPA implementing procedures and processes.

c. Actions Developed by Non-Federal Entities. For proposed actions that are initially developed by applicants or other non-Federal entities, OAs must advise applicants to:

(1) Coordinate with the OA at the earliest reasonable time in the planning process to inform what information the OA might need to comply with NEPA and establish a schedule for completing steps in the NEPA review process, consistent with NEPA's statutory deadlines and any internal OA NEPA scheduling requirements; and

(2) Begin the NEPA process by determining whether NEPA applies in coordination with the OA, and if it does, determine the appropriate level of NEPA review in coordination with the OA, as soon as practicable. Specific procedures exist for applicant-prepared environmental documents. See Section 25 below.

If an OA is considering an application from a non-Federal entity and becomes aware that the applicant is about to take an action within the OA's jurisdiction that would meet either of the criteria in section 7(a)(2), the OA will promptly notify the applicant that the OA will take appropriate action to ensure that the objectives and procedures of NEPA are achieved. This section does not preclude development by applicants of plans or designs or performance of other activities necessary to support an application for Federal, State, Tribal, or local permits or assistance. When considering a proposed action for Federal funding, the OA may authorize such activities, including, but not limited to purchase of long lead-time equipment and purchase options made by applicants.

d. Applicant Preparation. An applicant or contractor hired by the applicant may prepare documentation for a categorical exclusion, environmental assessment or environmental impact statement, where applicable. Please see section 25 below.

e. Use of Contractors hired by the OA. NEPA decision making is an inherently governmental function. OAs may use contractors to assist in the preparation of environmental documents, but must require contractors to comply with this Order, OA procedures, and relevant guidance. OAs must furnish guidance, participate in the preparation, and independently evaluate EAs and EISs, taking responsibility for their scope and contents when they use a contractor to prepare an environmental document.

When an OA acts as the lead agency and uses a contractor, it may select the contractor for preparation of an EIS or EA. The OA may select the contractor in cooperation with cooperating agencies. When an OA is selecting the contractor, the OA must require the contractor to execute a disclosure statement prior to entering into a contract for the preparation of an EA or EIS. The disclosure statement should specify any financial or other interest in the outcome of the proposed action, or attest that the contractor has no financial or other interests in the outcome of the proposed action.

f. Tracking. OAs must track and report environmental review milestones in compliance with DOT established tracking procedures and other applicable requirements, consistent with 23 U.S.C. § 139(o) and all reporting standards issued by the Office of Environment. As applicable, OAs must post information for infrastructure projects requiring an EA or EIS for which they serve as the lead agency, including the NEPA review and any permitting or authorization actions and associated milestones to the publicly accessible Federal Infrastructure Permitting Dashboard. OAs must post project information and schedules in a timely manner and update it as necessary within the timeframes established by the reporting standards. All OAs must publish project schedules for EISs, whether using their agency website, posting to the Federal Register, or using the Federal Permitting Dashboard. Any change to the initial schedule for EISs should be announced in the same manner as the original schedule.

g. Conflict Resolution.

(1) OAs should seek to expeditiously resolve all disputes as early as possible in the NEPA process, consistent with applicable requirements. OAs should communicate and collaborate to recognize and resolve disputes as they arise to maintain constructive relationships among all parties, including other OAs, Federal and State agencies, Tribes, localities, and members

of the public. OAs must report on their use of formal environmental conflict resolution in annual reports to the Office of Environment and OGC Operations on Environmental Collaboration and Conflict Resolution (ECCR).

(2) Projects under 23 U.S.C. § 139 have specific requirements and time limits for conflict resolution. Please see the FHWA, FTA, and FRA NEPA implementing procedures at 23 CFR Part 771, for these requirements and time limits.

(3) There may be times when a conflict arises that requires assistance by CEQ.

(a) DOT Referrals to CEQ on Other Agency Proposals. Whenever possible, OAs should make efforts to resolve issues informally to avoid referrals to CEQ. If the issues are not resolved prior to filing the Final EIS with EPA, the OA Administrator must obtain concurrence from the Office of Environment and OGC Operations to make a referral to CEQ.

(b) Referrals on DOT Actions. If another Federal agency advises an OA that it intends to make a referral to CEQ, the OA must coordinate with the Office of Environment. The OA should make a concerted, timely effort to resolve issues raised by another Federal agency with respect to an EIS for a proposed DOT action to avoid a referral to CEQ. The OA should document these efforts in the administrative record.

8. LEAD AND COOPERATING AGENCIES

In many instances, a proposed activity or decision is undertaken in a context which entails activities or decisions undertaken by other federal agencies (e.g., where multiple federal authorizations are required with respect to an applicant's overall purpose and goal). These activities and decisions are "related actions," in that they are each the responsibility of a particular agency, but they are all related in a manner relevant to NEPA, e.g., by their relationship with one overarching project. These related actions should be reviewed under one environmental document. In such instances, Congress has provided that the multiple agencies involved shall determine which of them will be the lead agency pursuant to the criteria identified in NEPA § 107(a)(1)(A), 42 U.S.C. § 4336a(a)(1)(A). When serving as the lead agency, that agency is ultimately responsible for completing the NEPA process. When a joint lead agency relationship is established pursuant to NEPA § 107(a)(1)(B), 42 U.S.C. § 4336a(a)(1)(B), the joint lead agencies are collectively responsible for completing the NEPA process.

a. Lead Agency. An OA with primary responsibility for a proposed action, including a multimodal transportation project, generally will serve as the lead agency for preparing and processing EAs and EISs, where appropriate, and inviting other agencies to serve as cooperating agencies or otherwise participate in the NEPA process. When an OA serves as lead agency, it is responsible for the scope, objectivity, accuracy, and content of the environmental documents and ensuring completion of the environmental review process. When more than one OA is involved in an action, the OAs should determine together their respective roles (i.e., lead agency, joint lead agency, cooperating agency) early in the process. However, if the OAs cannot agree on this determination, they must consult the Office of Environment, which will resolve the dispute. The lead agency must:

(1) Request participation of cooperating and participating agencies in the NEPA process at the earliest practicable time;

(2) Meet with a cooperating agency at their request;

(3) To the extent practicable, prepare a single environmental document and joint FONSI or record of decision (ROD) for the lead and cooperating agencies;

(4) Use environmental analysis and proposals from cooperating agencies with jurisdiction by law or special expertise to the maximum extent practicable;

(5) Determine the scope and the significant issues to be analyzed in depth in an EIS;

(6) Determine the purpose and need and range of alternatives in consultation with the cooperating agencies;

(7) Create and update as necessary the project schedule in consultation with the joint lead, cooperating agencies, and the applicant;

(8) Publish a notice of intent (NOI) after determining that a proposal is sufficiently developed to allow for meaningful public comment and requires an EIS;

(9) Notify the Office of Environment if an environmental review milestone will miss a target completion date and elevate issues to the Under Secretary for timely resolution, where appropriate; and

(10) Prepare an annual report to Congress in June for any missed deadline for an EA or final EIS where the schedule has not been extended pursuant to 42 U.S.C. § 4336a(h)), Section 107(h) of NEPA.

b. Joint Lead Agencies. An OA serving as a joint lead agency assumes the same roles, responsibilities, and authority as a single lead agency. An OA should invite State, Tribal, or local agencies to serve as joint lead agencies, when appropriate.

c. Coordination with Other Agencies. OAs must coordinate with other OAs, Federal, State, Tribal, and local resource and regulatory agencies, stakeholders, and the public, as appropriate, to satisfy their responsibilities under NEPA, Section 4(f) of the DOT Act (49 U.S.C. §303 and 23 U.S.C. §138), and other relevant statutes, regulations, and Executive Orders. OAs should communicate with agencies early and often to identify and resolve issues. OAs may prioritize actions and improve early coordination with regulatory and resource agencies by executing interagency agreements such as Memoranda of Understanding (MOUs), Memoranda of Agreement (MOAs), or Programmatic Agreements (PAs), and using other tools at their disposal.

d. Cooperating Agencies. When serving as a lead or joint lead agency, OAs should identify and request Federal, State, Tribal, and local agencies that have jurisdiction by law or special expertise to be cooperating agencies. When an OA serves as a cooperating agency, it must fulfill its responsibilities in coordination with the lead agency.

(1) If another agency declines an OA's invitation to serve as a cooperating agency, the OA must still provide the declining agency with a copy of the environmental document and should attempt to coordinate with it to avoid potential issues that could delay the action. If that agency raises concerns or indicates that it may delay or withhold action on some aspect of the proposed action, the OA should initiate a conflict resolution process.

(2) When an agency requests an OA to serve as a cooperating agency, the OA must accept and participate if it has jurisdiction by law and should make every practicable effort to accept and participate if it has special expertise.

(3) If another agency fails to invite an OA to serve as a cooperating agency when it has jurisdiction by law or special expertise, the OA should ask the lead agency to extend an invitation to participate as a cooperating agency.

e. Participating Agencies. OAs should invite other agencies (including other Federal, State, Tribal, or local agencies) that may have an interest in the proposed action and are not identified elsewhere in this section to participate in the environmental review process. OAs should invite such other agencies as early as possible (ideally before or during scoping). However, OAs may invite these other agencies at any time during the environmental review process.

9. CATEGORICAL EXCLUSIONS (CEs)

CEs are categories of actions that an agency has determined normally do not significantly affect the quality of the human environment. This section describes the process an OA must use for applying a CE, revising existing or establishing new CEs, or relying on a CE determination from another agency.

a. List of CEs. DOT's CEs are listed in Appendix A. Each OA may list established CEs in either their subpart to this Order or in their separate NEPA implementing procedures, if applicable, in either FAA Order 1050.1 or 23 CFR Part 771. The list of CEs in Appendix A may be applied by any OA without consultation with the Office of the Environment as they are applicable department wide.

b. Application of a CE. If an OA determines that a CE covers a proposed action, the OA will evaluate the action for extraordinary circumstances that indicate when a normally excluded agency action is likely to have a reasonably foreseeable significant adverse impact. When determining whether there are extraordinary circumstances, the extraordinary circumstance list for the given CE must be used. For CEs in Appendix A of this Order, OAs should refer to the extraordinary circumstances listed in Section 9.c. below. For CEs listed in an OA's NEPA implementing procedures, OA should use the corresponding extraordinary circumstances in that OA's procedures. If the OA determines that it cannot apply a CE to a proposed action, the OA will prepare an environmental assessment or environmental impact statement, as appropriate.

c. Extraordinary Circumstances. With respect to the CEs listed in Appendix A of this part, extraordinary circumstances include 8.c(1) – 8.c(5). If an extraordinary circumstance is present, an OA may nevertheless apply a CE listed in Appendix A of this part to an action if the OA determines that the proposed action is not likely to result in reasonably foreseeable significant impacts. An OA may use mitigation measures to modify the proposed action to avoid significant impacts. Extraordinary circumstances include, but are not limited to:

(1) Inconsistency with any applicable Federal, State, Tribal, or local law, requirement, or administrative determination relating to protection of the environment;

(2) Substantial increases of noise in a noise-sensitive area;

(3) Substantial adverse impacts on the following aspects of the environment:

(a) Species listed or proposed to be listed on the List of Endangered or Threatened Species, or designated Critical Habitat for these species as promulgated under 16 U.S.C. § 1533(c)(1);

(b) Properties protected under Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 306108);

(c) Properties protected under Section 4(f) of the U.S. Department of Transportation Act of 1966 (23 U.S.C. § 138 and 49 U.S.C. § 303);

(d) A site that involves a unique characteristic of the geographic area, such as prime or unique agricultural land, a coastal zone, a historic or cultural resource, park land, a wetland, a wild and scenic river, a designated wilderness or wilderness study area, a sole source aquifer (potential source of drinking water), or an ecologically critical area; or

(e) Applicable Federal, State, or local air quality standards, including those under the Clean Air Act, as amended;

(4) Substantial short- or long-term increases in traffic congestion or traffic volumes on any mode of transportation; or

(5) Substantial impacts on the environment resulting from the reasonably foreseeable release of hazardous or toxic substances.

d. Applying legislative categorical exclusions. If an OA determines that a categorical exclusion established through legislation, or a categorical exclusion that Congress through legislation has directed an OA to establish, covers a proposed agency action, the OA will conclude review consistent with applicable law.

e. Multimodal Projects. An OA may use the process created under 49 U.S.C. § 304 for the application of another OA's CEs for multimodal projects, as defined by 23 U.S.C. § 139(a), as applicable.

f. Use of Other OA's CEs. An OA may apply a CE established in another OA's procedures. If an OA seeks to apply a CE established in another OA's procedures, it must evaluate the action for extraordinary circumstances identified in the OA procedures in which the CE is established to determine if a normally excluded action may have a significant impact and coordinate with the originating OA to ensure that the CE is being applied correctly.

g. Documentation of CEs. When applying a CE listed in Appendix A, an OA should document the use of the CE, identifying the proposed action, why it falls within the category, any extraordinary circumstances that were identified, and what measures, if any, were applied to alter the proposed action to avoid any potential for significant impacts. OAs may use an OA CE checklist to document the CE as long as the extraordinary circumstances on the OA CE checklist cover the same types of extraordinary circumstances listed in 8.c.

(1) Reliance on a CE Determination by Another Federal Agency. An OA may also rely on another Federal agency's CE determination if the agency action covered by that determination and the OA's proposed action are substantially the same or if an OA's proposed action is a subset of the agency action covered by that determination. The CE documentation should describe how the OA determined that the actions are substantially the same.

h. Establishing and Revising CEs. OAs are encouraged to review their agencies' EAs and findings of no significant impact (FONSIs) to determine if there are areas where a new CE can be established. To establish or revise a CE, an agency must determine that a category of actions normally does not significantly affect the quality of the human environment absent extraordinary circumstances. In making this determination, an OA must:

(1) Develop a written record containing information to substantiate its determination;

(2) Consult with CEQ on its proposed CE, including the written record, for a period not to exceed 30 days prior to providing public notice; and

(3) Provide public notice in the Federal Register of DOT's proposed CE or revision of a CE, and the location of availability of the written record.

i. Establishing CEs Through a Programmatic Document.

(1) OAs may establish CEs through a decision document supported by a programmatic EA or programmatic EIS, or other equivalent planning or programmatic decision for which an environmental document has been prepared, so long as the OA:

(a) Provides CEQ an opportunity to review and comment for a period not to exceed 30 days prior to public comment;

(b) Provides notification;

(c) Substantiates its determination that the category of actions normally does not have significant impacts individually or in the aggregate;

(d) Identifies extraordinary circumstances;

(e) Establishes a process for determining that a CE applies to a specific action; and

(f) Publishes a list of all programmatic CEs on their website.

(2) Programmatic CEs can be established that:

(a) Cover specific geographic areas or areas that share common characteristics, e.g., habitat type;

(b) Have a limited duration;

(c) Provide criteria that would cause the CE to expire because the agency's determination that the category of action does not have significant impacts, individually or in the aggregate, is no longer applicable, including, as appropriate, because:

1. The number of individual actions covered by the CE exceeds a specific threshold;

2. Individual actions covered by the CE are too close to one another in proximity or time; or

3. Environmental conditions or information upon which the agency's determination was based have changed.

j. Establishing CEs by Adopting CEs from Other Federal Agencies. OAs are encouraged to identify and adopt CEs of other federal agencies, where appropriate. Consistent with NEPA § 109, 42 U.S.C. § 4336c, an OA may adopt a CE listed in another agency's NEPA procedures. When adopting a CE, an OA must:

(1) Identify the CE listed in another agency's NEPA procedures that covers its category of proposed actions;

(2) Consult with the agency that established the CE to ensure that the proposed adoption of the CE is appropriate;

(3) Provide public notification of the CE that DOT is adopting, including a brief description of the proposed action or category of proposed actions to which DOT intends to apply the adopted

CE, a brief summary of the consultation with the originating agency, and the list of extraordinary circumstances that will apply; and

(4) Document that the OA has adopted the CE in accordance with these implementing procedures.

(5) Update the OA's or Department's NEPA procedures to include the adopted CE when those procedures are next revised.

k. Coordination with Office of Environment and OGC Operations. OAs who establish a CE through 8.g. or 8.h. or adopt a CE through 8.i. must coordinate with the Office of Environment and OGC Operations prior to consulting with CEQ. OAs should consider whether to publish the CE in the Federal Register and whether to solicit comments.

10. ENVIRONMENTAL ASSESSMENTS

a. In General. If an action is subject to NEPA, and the action cannot be categorically excluded under Section 9. above, the OA may prepare an EA for a proposed action that does not have reasonably foreseeable significant impacts or if the significance of the impacts is unknown. OAs should be mindful of Congress' direction that environmental assessments are to be "concise." NEPA § 106(b)(2); 42 U.S.C. § 4336(b)(2).

b. Elements. For providing evidence and analysis to determine whether to prepare a finding of no significant impact (FONSI) or to prepare an EIS, EAs will briefly discuss the following:

(1) The purpose and need for the OA's proposed action based on their statutory authority. When the proposed action concerns an OA's duty to act on a request from a project applicant, the purpose and need for the proposed agency action should be informed by the goals of the project applicant.

(2) Alternatives in the EA, to the extent required by NEPA § 102(2)(H), 42 U.S.C. § 4332(2)(H), should address alternatives to a degree commensurate with the nature of the proposed action and OA experience with the environmental issues involved. The EA should indicate a preferred alternative if the OA has identified one. and

(3) The reasonably foreseeable impacts of the proposed agency action and the alternatives considered, including the no action alternative.

c. Scope of analysis.

(1) In preparing the EA, the OA will focus its analysis on whether the environmental impacts of the action are significant.

(2) Similarly, the OA will document in the EA where and how it drew a reasonable and manageable line relating to its consideration of any environmental impacts from the action that extend outside the geographical territory of the project or might materialize later in time.

(3) To the extent it assists in reasoned decision-making, the OA may, but is not required to by NEPA, analyze environmental impacts from other projects separate in time, or separate in place, or that fall outside of the OA's regulatory authority, or that would have to be initiated by a third party. If the OA determines that such analysis would assist it in reasoned decisionmaking, it will document this determination in the EA and explain where it drew a reasonable and manageable line relating to the consideration of such impacts from such separate projects.

d. Compliance with Other Applicable Environmental Laws, Regulations, and Orders. The EA should reflect compliance or identify concrete steps being taken for compliance with the requirements of other applicable environmental laws, regulations, and orders. The EA should also reflect coordination with relevant agencies authorized to implement such laws, regulations, or orders.

e. Independent Evaluation. If an applicant prepares an EA, the OA must independently evaluate the environmental issues and take responsibility for the accuracy, scope, and contents of the EA.

f. Public Comment. An OA should involve the public, State, Tribal and local governments, relevant agencies, and any applicants, to the extent practicable, in the development of the EA. At its discretion, an OA may release a draft EA for public comment. When an OA releases a draft EA for public comment, it must consider substantive comments received on the draft EA. For rulemaking processes, the draft EA should normally accompany the proposed rule.

g. Public Notification. OAs must notify the public of the availability of an EA and any accompanying FONSI. An OA should make all EAs available to the public on a project or agency website. OA procedures or subparts to this Order should identify where EAs will be made available.

h. Page Limits.

(1) Pursuant to 42 U.S.C. § 4336a, EAs are strictly prohibited from exceeding 75 pages, not including citations and appendices.

(2) Appendices are to be used for voluminous materials, such as scientific tables, collections of data, statistical calculations, and the like, which substantiate the analysis provided in the environmental assessment. Appendices are not to be used to provide additional substantive analysis, because that would circumvent the congressionally mandated page limits.

(3) An EA should be as concise as possible while proportional to the magnitude of the proposed action and anticipated impacts. EAs must be formatted for an 8.5”x11” page with one-inch margins using a word processor with 12-point proportionally spaced font, single spaced. Footnotes may be in 10-point font. Such size restrictions do not apply to explanatory maps, diagrams, graphs, tables, and other means of graphically displaying quantitative or geospatial information, although pages containing such material do count towards the page limit. When an item of graphical material is larger than 8.5”x11”, each such item shall count as one page. IIJA major projects have different page limits as described in 23 CFR Part 771.

i. Deadlines. , NEPA is governed by a rule of reason. In establishing deadlines for the EA process in the 2023 revision of NEPA, § 107(g),),),) of NEPA, 42 U.S.C. § 4336a(g),Congress indicated that the agency, has presumptively spent a reasonable amount of time on analysis and the document should issue, absent very unusual circumstances. In such circumstances, an extension will be given only for such time as is *necessary* to complete the analysis. Thus:

(1) Pursuant to 42 U.S.C. § 4336g, EAs must be completed within one year from the start of the EA to the FONSI, unless it is determined to be a major project as defined under 23 U.S.C. § 139(a)(7). For most projects, the agency’s determination to prepare an EA will be the official start of the environmental review process.

(2) To the maximum extent practicable, schedules for the environmental review process for major projects, as defined under 23 U.S.C. § 139(a)(7), should be consistent with an agency average of not more than 2 years.

(3) The EA and FONSI will publish no later than one year from the start of the EA, in as substantially complete form as is possible, unless the deadline is extended, pursuant to section h.(4) below.

(4) The lead agency may extend the deadline in consultation with any applicant pursuant to NEPA § 107(g)(1)(B), 42 U.S.C. § 4336a(g)(1)(B), to allow for only so much additional time as is needed to complete the EA. Cause of establishing a new deadline is only established if the EA is so incomplete at the time at which the OA determines it is not able to meet the statutory deadline that issuance would, in the OA's view, result in inadequate analysis. The announcement of the new deadline will specify the reason why the environmental assessment was not able to be completed under the statutory deadline and whether the applicant consented to the new deadline.

(5) IJJA major projects have different page limits and deadlines as described in 23 CFR Part 771.

j. Certifications. Each EA should include the following two certifications signed by a responsible agency official:

(1) *Certification with respect to page limits.* The breadth and depth of analysis in an EA will be tailored to ensure that the environmental analysis does not exceed the page limit. In this regard, as part of the finalization of the EA, a responsible official will certify (and the certification will be incorporated into the EA) that the OA has considered the factors mandated by NEPA. The EA represents DOT's good-faith effort to prioritize documentation of the most important considerations required by the statute within the congressionally mandated page limits. This prioritization reflects the OA's expert judgment. Any considerations addressed briefly or left unaddressed were, in the OA's judgment, comparatively not of a substantive nature that meaningfully informed the consideration of environmental impacts and the resulting decision on how to proceed.

(2) *Certification with respect to deadlines.* When the EA is published, a responsible official will certify (and the certification will be incorporated into the EA) that the resulting EA represents that the OA has made a good faith effort to fulfill NEPA's requirements within the Congressional timeline; that such effort is substantially complete; that, in the OA's expert opinion, it has thoroughly considered the factors mandated by NEPA; and that, in the OA's judgment, the analysis contained therein is adequate to inform and reasonably explain the OA's final decision regarding the proposed federal action.

11. FINDINGS OF NO SIGNIFICANT IMPACT

a. In General. An OA will prepare a FONSI if the OA determines, based on the EA, that there are no significant impacts, and therefore the proposed action does not require the preparation of an EIS. The FONSI must briefly explain why a proposed action analyzed in an EA will not have a significant impact on the environment. The FONSI must include the EA or summarize it and incorporate the EA by reference. The FONSI should identify any other related environmental documents and state that an EIS will not be prepared, concluding the NEPA process for that action.

b. Mitigated FONSIs. OAs may rely on mitigation measures to reduce potentially significant adverse impacts below the level of significance that would trigger the preparation of an EIS. To use this approach the OA must:

(1) Describe in the EA or FONSI the mitigation measures necessary to reduce the potential impacts below the threshold of significance and how any mitigation requirements or commitments will be enforced;

(2) Ensure that sufficient legal authority and an adequate commitment of resources exist to execute the mitigation measures, including funding, as necessary;

(3) Ensure that the articles of agreement, award or grant agreement, permit, license, authorization, or other document reflecting the OA's final decision on the action will require implementation of the mitigation measures;

(4) Ensure that monitoring strategies described in the FONSI will be adopted when the OA deems them appropriate for the particular action and set of mitigation measures. This may include making an applicant responsible for implementing the monitoring strategies. Environmental Management Systems may be used for tracking and monitoring mitigation commitments; and

(5) Provide for corrective action, where appropriate, in the event of a failure to implement the mitigation measures or a failure in the effectiveness of the mitigation measures.

12. NOTICES OF INTENT

A Notice of Intent (NOI) is normally the agencies' start of an EIS after the agency has determined that the proposed action has reasonably foreseeable significant impacts.

a. Pre-NOI activities. OAs should engage in activities, such as planning, interagency working groups or agreements, programmatic approaches, coordination plans, and project schedules prior to issuing the NOI to make the environmental review process more efficient.

b. Notice of Intent. As soon as practicable after determining that a proposal is sufficiently developed to allow for meaningful public comment and requires an EIS, an OA will publish a notice of intent to prepare an EIS in the Federal Register.

(1) The notice of intent should include:

(a) The purpose and need for the proposed action;

(b) A preliminary description of the proposed action and alternatives the EIS will consider;

(c) A brief summary of expected impacts;

(d) Anticipated permits and other authorizations (i.e., anticipated related actions);

(e) A schedule for the decisionmaking process;

(f) A description of the public scoping process, including any scoping meeting(s);

(g) Contact information for a person within the OA who can answer questions about the proposed action and the EIS; and

(h) Identification of any cooperating and participating agencies (i.e., agencies responsible for related actions), and any information that such agencies require in the notice to facilitate their decisions or authorizations; and

(2) The notice of intent must include a request for public comment on alternatives or impacts and on relevant information, studies, or analyses with respect to the proposed agency action. NEPA § 107(c); 42 U.S.C. § 4336a(c).

13. ENVIRONMENTAL IMPACT STATEMENTS

a. When to Prepare an EIS. An OA must prepare an EIS for any proposed major Federal action that is not excluded pursuant to a categorical exclusion and that has a reasonably foreseeable significant impact on the quality of the human environment. 42 U.S.C. §§ 4332(2)(C), 4336(a)(2). Whether an impact rises to the level of "significant" is a matter of the OA's expert judgment.

b. Notice of Intent. To formally initiate the EIS process, the OA must publish a notice of intent (NOI) to prepare an EIS in the *Federal Register*.

c. EIS Impacts on Another State or Federal Land Management Agency. Pursuant to 42 U.S.C. § 4332(2)(G)(iv), when a State agency or official with statewide jurisdiction initiates a proposed action that may have significant impacts on another State or a Federal land management entity, the OA must provide early notice to and solicit the views of that State or Federal land management entity.

d. Purpose and Need. The EIS must briefly describe the purpose and need for the proposed action, including the proposed agency action. The purpose and need is based on the OA's statutory authority and should also be informed by the goals of the applicant, if applicable (42 U.S.C. § 4336a(d) and 42 U.S.C. § 4332(c)(iii)).

e. Alternatives. The OA must evaluate a reasonable range of alternatives, including the proposed action, and the no action alternative. The OA should present the environmental impacts of the proposal and alternatives in comparative form. Alternatives should be technically and economically feasible and meet the purpose and need of the proposal. The EIS must identify alternatives considered but eliminated from detailed analysis and briefly discuss the reasons for their exclusion. Where the OA is issuing a draft EIS, such draft EIS should identify the OA's preferred alternative or alternatives, if one or more exists, unless it would conflict with other laws. (42 U.S.C. § 4332(c) and 42 U.S.C. § 4332(h)).

f. Analysis within the EIS.

(1) The EIS will include a detailed statement on:

(a) Reasonably foreseeable environmental impacts of the proposed agency action;

(b) Any reasonably foreseeable adverse environmental impacts which cannot be avoided should the proposal be implemented;

(c) The relationship between local short-term uses of the human environment and the maintenance and enhancement of long-term productivity;

(d) Any irreversible and irretrievable commitments of Federal resources which would be involved in the proposed agency action should it be implemented; and

(e) Any means identified to mitigate adverse environmental impacts of the proposed action. Each OA should be mindful in this respect that NEPA itself does not require or authorize the OA or an applicant to impose any mitigation measures.

g. Scope of analysis.

(1) In preparing the EIS, an OA will focus its analysis on whether the environmental impacts of the action are significant.

(2) The EIS will discuss impacts in proportion to their significance. With respect to issues that are not substantive and do not meaningfully inform the consideration of environmental impacts and the resulting decision on how to proceed, there will be no more than the

briefest possible discussion to explain why those issues are not substantive and therefore not worthy of any further analysis. EISs will be analytic, concise, and no longer than necessary to comply with NEPA in light of congressionally mandated page limits and deadlines.

(3) Similarly, an OA will document in the EIS where and how it drew a reasonable and manageable line relating to its consideration of any environmental impacts from the action that extend outside the geographical territory of the project or might materialize later in time.

(4) To the extent it assists in reasoned decision-making, an OA may, but is not required to by NEPA, analyze environmental impacts from other projects separate in time, or separate in place, or that fall outside of an OA OA's regulatory authority, or that would have to be initiated by a third party. If an OA determines that such analysis would assist it in reasoned decisionmaking, it will document this determination in the EIS and explain where it drew a reasonable and manageable line relating to the consideration of such impacts from such separate projects.

(5) OAs must consult with any and obtain comments of any Federal agency that has jurisdiction by law or special expertise with respect to any environmental impact involved or is authorized to develop and enforce environmental standards, this includes EPA's authority to comment on proposed projects that have a significant impact under their authority under Section 109 of the Clean Air Act.

h. Page Limits.

(1) Except as provided in paragraph (2) and (4), the text of an EIS will not exceed 150 pages, not including citations or appendices.

(2) An EIS for a proposed agency action of extraordinary complexity is strictly prohibited from exceeding 300 pages, not including any citations or appendices. An OA should determine at the earliest possible stage of preparation of an EIS whether the conditions for exceeding the page limit in paragraph (1) are present.

(3) Appendices are to be used for voluminous materials, such as scientific tables, collections of data, statistical calculations, and the like, which substantiate the analysis provided in the environmental assessment. Appendices are not to be used to provide additional substantive analysis, because that would circumvent the congressionally mandated page limits.

(4) EISs will be prepared on 8.5"x11" format with one-inch margins using a word processor with 12-point proportionally spaced font, single spaced. Footnotes may be in 10-point font. Such size restrictions do not apply to explanatory maps, diagrams, graphs, tables, and other means of graphically displaying quantitative or geospatial information. When an item of graphical material is larger than 8.5"x11", each such item will count as one page.

(5) IJJA Major Projects have different page limit and deadlines and are described in 23 CFR Part 771.

i. Deadlines. NEPA is governed by a "rule of reason." In establishing deadlines for the EIS process in the 2023 revision of NEPA § 107(g), 42 U.S.C. § 4336a(g), Congress indicated that an agency has presumptively spent a reasonable amount of time on analysis and the document should issue, absent very unusual circumstances. In such circumstances, an extension will be given only for such time as is *necessary* to complete the analysis. Thus:

(1) An OA will issue the Final EISs no later than 2 years after the start of the EIS per NEPA § 107(g)(1), 42 U.S.C. § 4336(a)(g). For most DOT projects, this will be the date of the NOI.

(2) If an OA cannot issue the ROD within 2 years from the NOI, the OA must consult with the applicant, if any, pursuant to NEPA § 107(g)(2), 42 U.S.C. § 4336a(g)(2). Any extension of the deadline requires consultation with the project applicant. Cause for establishing a new deadline is only established if the environmental impact statement is so incomplete, at the time at which the OA determines it is not able to meet the statutory deadline, that issuance pursuant to subsection (c) above would, in the OA's view, result in an inadequate analysis. Such new deadline must provide only so much additional time as is necessary to complete such EIS. The announcement of the new deadline will specify the reason why the environmental impact statement was not able to be completed under the statutory deadline and whether the applicant consented to the new deadline.

(3) IJJA Major Projects have different page limit and deadlines and are described in 23 CFR Part 771.

j. Filing Any Draft EISs with EPA. If an OA makes a Draft EIS available for public comment, the OA will file the Draft EIS with the U.S. Environmental Protection Agency (EPA) Office of Federal Activities for publication in the Federal Register no earlier than when they are transmitted to commenting agencies and made available to the public, or immediately thereafter. OAs must file EISs with EPA in accordance with EPA filing guidance.

k. Availability of a Draft EIS.

(1) Although NEPA does not require that a Draft EIS is published for comment, some OAs require public comment on a Draft EIS per statute. In addition, OAs should consider whether soliciting comments from the following would aid in the decisionmaking for the proposed action:

(a) Any Federal agency that has jurisdiction by law or special expertise with respect to any environmental impact involved or is authorized to develop and enforce environmental standards. This includes any cooperating agency.

(b) Appropriate State, Tribal, and local agencies that are authorized to develop and enforce environmental standards.

(c) State, Tribal or local governments that may be affected by the proposed action;

(d) Any agency that has requested to receive statements on actions of the kind proposed;

(e) The members of the public who may be interested or affected by the proposed action;

(f) Interested or affected persons, agencies, and organizations;

(g) The applicant; and

(h) Other OAs, where appropriate

(2) When issuing the Draft EIS for public comment, notifications to the public may include online notices, social media, direct notification to interested parties, and notices in local media to inform persons and agencies who may be interested or affected by the proposed action. In the case of an action with impacts of national concern, notice must include publication in the *Federal Register* (through EPA's notice of availability of EISs or a separate notice) and notice by email, mail, or other reasonable means to national organizations

reasonably expected to be interested. Although electronic distribution is preferred, the OA should make documents available in other formats when reasonably necessary and must make available hard copies of the EIS upon request. Notification to the public must comply with Federal civil rights laws including Section 508 of the Rehabilitation Act of 1973 and accommodate for individuals with limited English proficiency, when appropriate. For rulemaking, if an EIS is required, the Draft EIS should accompany the proposed rule and be available in the Docket for the rulemaking. In certain circumstances, a public hearing may be required. If a public hearing is required, the OA should ensure that any draft documents are made available prior to the hearing, where appropriate.

(3) Electronic Submission. OAs must provide for electronic submission of public comments as well as ensure that the comment process is accessible to persons who may be affected by the proposed action(s) when they are seeking public comment.

(4) Addressing Comments. DOT will address any substantive comments received during the EIS process. Substantive comments received during scoping will be summarized and considered in the analysis of the environmental impacts. Substantive comments received on a draft EIS will be responded to and may be included in the final EIS.

(5) The process of obtaining and requesting comments pursuant to k.(1) or k.(2) above may be undertaken at any time that is reasonable in the process of preparing the EIS. DOT will ensure that the process of obtaining and requesting comments and DOT's analysis of and response to those comments does not cause DOT to violate the congressionally mandated deadline for completion of an EIS.

l. The Final EIS

(1) For proposed actions that do not have an associated Draft EIS, the EIS that is prepared will be considered the Final EIS.

(2) Compliance with Other Requirements. To the fullest extent possible, the Final EIS should reflect compliance or plans for compliance with the requirements of other applicable environmental laws, regulations, and orders. If such compliance is not possible by the time of Final EIS preparation, the Final EIS should reflect consultation with the appropriate agencies and provide reasonable assurance that the OA can meet the requirements.

(3) The Final EIS should identify the preferred alternative, including identifying any mitigation measures that the agency intends to adopt.

(4) Internal Review and Approval. The Administrator or Secretarial Officer (or designee) of the lead agency may approve a Final EIS. OAs should ensure that EISs are evaluated for technical sufficiency consistent with this Order and OA Procedures. The Chief Counsel of the OA, or designee, must review all Final EISs for legal sufficiency. OGC Operations must review Final EISs prepared by Secretarial offices for legal sufficiency.

(5) Office of Environment Notification. For Final EISs on highly controversial actions (i.e., actions opposed on environmental grounds by a Federal, State, or local government agency, or by a substantial number of the persons affected by such action), the OA must notify the Office of Environment that the Final EIS is under development. OAs should notify the Office of Environment as early as possible, and, where practicable, provide at least two weeks' notice before approving the Final EIS.

(6) Certifications. Each Final EIS should include the following two certifications signed by a responsible agency official:

(a) *Certification with respect to page limits.* The OA has considered the factors mandated by NEPA. The EIS represents the OA's good-faith effort to prioritize documentation of the most important considerations required by the statute within the congressionally mandated page limits. This prioritization reflects the OA's expert judgment. Any considerations addressed briefly or left unaddressed were, in the OA's judgment, comparatively not of a substantive nature that meaningfully informed the consideration of environmental impacts and the resulting decision on how to proceed.

(b) *Certification with respect to deadlines.* The resulting EIS represents the OA's good-faith effort to fulfill NEPA's requirements within the Congressional timeline; that such effort is substantially complete; and that, in the OA's expert opinion, it has thoroughly considered the factors mandated by NEPA; and that, in the OA's judgment, the analysis contained therein is adequate to inform and reasonably explain the OA's final decision regarding the proposed federal action.

(7) Addressing comments contained in the EIS. The OA should attach to the Final EIS substantive comments received on the Draft EIS, or summaries of comments where comments are particularly voluminous. The OA should make every practicable effort to resolve major relevant issues identified in comments on the Draft EIS, the public involvement process, and consultation with cooperating agencies. The Final EIS should identify any unresolved major issues, and the consultation and efforts made to resolve those issues. In response to substantive comments on the Draft EIS, the OA should do one or more of the following and state the response in the Final EIS:

(a) Supplement, improve, or modify its analyses, alternatives, or proposed mitigation measures;

(b) Make factual corrections; and

(c) Explain why the comments do not warrant further response, citing the sources, authorities, or reasons that support the OA's position, and if appropriate, indicate those circumstances that would trigger the OA's reappraisal or further response.

(8) Errata Sheets. In preparing a Final EIS, if the OA makes minor changes to the Draft EIS in response to comments, and the changes are confined to factual corrections or explanations of why the comments do not warrant further response, the OA may write the changes on errata sheets attached to the Draft EIS instead of rewriting the Draft EIS. See 49 U.S.C. § 304a(a), 23 U.S.C. § 139(n). The errata sheets must cite the sources, authorities, and reasons that support the OA's position; and, if appropriate, indicate the circumstances that would trigger the OA's reappraisal or further response.

m. Combined Final Environmental Impact Statement and Record of Decision (Final EIS/ROD). Pursuant to 49 U.S.C. § 304a(b) or 23 U.S.C. § 139(n)(2), and 42 U.S.C. § 4336(b), as applicable, to the maximum extent practicable, an OA must expeditiously develop a single document that consists of a Final EIS and ROD, unless the Final EIS makes substantial changes to the proposed action that are relevant to environmental or safety concerns; or if there is a significant new circumstance or information relevant to environmental concerns that bears on the proposed action or the impacts of the proposed action. Cooperating agencies must, to the extent practicable, issue the Final EIS/ROD jointly with the lead agency for transportation actions.

n. Circulation. After the Final EIS is finalized, the OA will publish the Final EIS (or combined Final EIS/ROD). The OA will make available the entire Final EIS to any Federal agency with jurisdiction by law or special expertise with respect to any environmental impact involved and any appropriate Federal, State, Trial, or local agency authorized to develop and enforce environmental standards; the applicant; and any Federal, State, Tribal, and local agencies, and private organizations and individuals that commented substantively on the Draft EIS or requested copies of the Final EIS, as well as the entities to which the OA was required to distribute the Draft EIS.

o. Filing Final EIS with EPA. OAs will file the Final EIS, together with comments and responses, if any were received, with the U.S. Environmental Protection Agency (EPA), Office of Federal Activities for notice in the Federal Register. OAs must file EISs with EPA in accordance with EPA filing guidance.

14. AGENCY DECISION MAKING

a. Final EIS/ROD. To the maximum extent practicable, an OA will develop a single document consisting of a combined Final EIS and ROD in accordance with 49 U.S.C. § 304a(b) and 23 U.S.C. § 139(n). When the proposal requires action by multiple Federal agencies, the OA should issue a single ROD with the other Federal agencies. An OA may integrate the ROD with any other record or decision document, such as a final rule.

b. Record of Decision. At the time of its decision on its proposed action, the OA will prepare and timely publish a concise public decision document or joint decision document notifying the public that the decisionmaker has certified that the OA has considered all relevant information raised in the NEPA process and that the NEPA process has closed. The ROD should not repeat analysis contained in the EIS but rather document the OA's decision; and briefly document compliance with all environmental laws applicable to the action, or the procedures and expected timeframe for completion of such compliance. The ROD may discuss preferences among alternatives based on relevant economic, technical, or other factors and OA mission.

15. TERMINATION OF AN ENVIRONMENTAL DOCUMENT

When an OA terminates an action, they must notify the public that the action has been terminated or cancelled in the same manner they notified the public in announcing its availability or intent to prepare the document.

16. EFFICIENT ENVIRONMENTAL REVIEWS

a. Integration of All Environmental Reviews into the NEPA Process. OAs should integrate relevant environmental and planning studies, reviews, and consultations into the NEPA process, as appropriate. To the extent possible, OAs should develop a single environmental document for all Federal agency actions necessary for a proposed activity or project. (42 U.S.C. § 4336(a)(b)).

b. Incorporation by Reference. OAs should incorporate by reference previously prepared and publicly available analyses wherever possible and provide a brief summary of the incorporated material in an environmental document. Types of documents that may be incorporated by reference include previously prepared studies, analyses, and, to the extent permitted by law, decisions from prior environmental or planning processes. When incorporating material by reference, the OA will cite and briefly describe the content and relevance to the environmental document and make the materials reasonably available for review by potentially interested parties within the time allowed. An OA will not use incorporation by reference as a means to evade the statutory page limits.

Although NEPA itself does not require cost-benefit analysis, an OA may conduct cost-benefit analysis for proposed rules. To the extent that this cost-benefit analysis is relevant to any alternatives analysis an OA is conducting pursuant to NEPA, an OA will incorporate the cost-benefit analysis by reference or append it to the statement to avoid duplication in evaluating the environmental impacts. In such cases, the environmental document will discuss the relationship between that analysis and any analyses of unquantified environmental impacts, values, and amenities.

c. Focused, Quality Documents. Environmental documents should effectively and concisely communicate the environmental impacts of a proposed action to the public and the decision maker. Environmental documents should be written in plain language and be analytic rather than encyclopedic. The depth and scope of analysis and resulting documentation must be meaningful, high-quality, relevant, and proportionate to the complexity of the project and level of anticipated environmental impacts.

d. Interdisciplinary Approach. OAs must use an interdisciplinary approach throughout the planning and preparation of EAs and EISs, as applicable, and ensure a systematic evaluation of alternatives and their potential environmental impacts. Analyses should identify applicable methodology and explain the use of best available information. Where appropriate, OAs may use professional services from other Federal, State, Tribal, or local agencies, universities, consulting firms, or other experts as long as OA staff have the capacity to evaluate the information these entities provide, and OAs take responsibility for the final content of their environmental documents.

17. PROGRAMMATIC ENVIRONMENTAL DOCUMENTS

a. In General. An OA may prepare environmental documents for programmatic Federal actions, such as the adoption of new agency programs. DOT may evaluate the proposal(s) in one of the following ways:

(1) Geographically, including actions occurring in the same general location, such as body of water, region, or metropolitan area.

(2) Generically, including actions that have relevant similarities, such as common timing, impacts, alternatives, methods of implementation, media, or subject matter.

(3) By stage of technological development.

b. Eliminating Repetition. OAs should use programmatic documents and reliance on other documents to improve or simplify the environmental analysis of proposed actions that are similar in nature, broad in scope, or where future decisions or unknown future conditions preclude a complete NEPA analysis. This eliminates repetitive discussions of the same issues, focuses on issues ripe for decision, and excludes issues already decided or not yet ripe at each level.

c. Validity. Consistent with NEPA § 108, 42 U.S.C. § 4336b, after completing a programmatic environmental document, an OA may rely on that document for 5 years if there are not substantial new circumstances or information about the significance of adverse environmental impacts that bear on the analysis. The OA may continue to rely on the document after 5 years, as long as the OA reevaluates the analysis in the programmatic environmental document and any underlying assumptions to ensure that reliance on the analysis remains valid, and briefly documents its reevaluation and explains why the analysis remains valid, considering any new and substantial information or circumstances.

18. RELIANCE ON EXISTING ENVIRONMENTAL DOCUMENTS

a. In General. An OA may rely on any pre-existing EIS, EA, or determination that a CE applies to a given project, or portion thereof, provided that the statement, assessment, determination, or portion thereof meets the standards for an adequate statement or assessment under their procedures. When relying on an EIS, EA, CE or portion thereof, an OA will cite and briefly describe the content and relevance to the environmental document and may make modifications that are necessary to render the relied-upon document, or portion thereof, sufficient to fulfill the requirements of NEPA for the proposed action.

b. Reliance.

(1) If the actions covered by the original EIS or EA and the proposed action are substantially the same, an OA can rely on that document. If the OA would normally seek public comment or post for public notice for the proposed action, the OA should publish or post the relied-upon statement or assessment, as appropriate.

(2) If the actions are not substantially the same, an OA may modify the statement or assessment as necessary to render the content fit for fulfilling NEPA's analytic requirements for the action at hand, and publish the relied-upon statement or assessment, as modified. Where appropriate, an OA may solicit comment to the extent that solicitation of comment will assist DOT in expeditiously adapting the relied-upon statement or assessment so that it is sufficient to fulfill the DOT requirements of NEPA for the proposed action.

(3) An OA may adopt an EA, Draft EIS, or Final EIS of another OA in accordance with 49 U.S.C. § 304a(c)(2).

c. Reevaluation.

(1) A reevaluation is a process that OAs should use to evaluate an existing CE determination, EA, or EIS to determine whether it remains adequate, accurate, and valid, or whether a supplemental NEPA analysis is needed.

(2) An OA should engage in a reevaluation, consistent with its OA Procedures, where applicable, when, prior to the OA's completion of an action, there are changes in the proposed action that are relevant to environmental concerns; or there are new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts.

(3) An OA must reevaluate in writing a Draft EIS or EA if the OA has not issued a Final EIS or Final EA within five years. An OA must reevaluate in writing a Final EIS or EA if major steps toward implementation have not commenced within five years from the date of the Final EIS, Final EIS supplement, or final EA.

d. Supplements to environmental documents. An OA will prepare supplements to environmental documents only if a major Federal action remains to occur, and:

(1) There are substantial changes to the proposed action that are relevant to environmental concerns; or

(2) An OA decides, in its discretion, that there are substantial new circumstances or information about the significance of the adverse environmental impacts that bear on the proposed action or its impacts.

19. INTEGRATING NEPA WITH OTHER ENVIRONMENTAL REQUIREMENTS

a. To the fullest extent possible, the OA will prepare environmental documents concurrently with and integrated with analyses and related surveys and studies required by other Federal statutes.

b. The OA will combine an environmental document prepared in compliance with NEPA with any other agency document to reduce duplication and paperwork. Thus, the OA may combine an environmental document with related plans, rules, or amendments as a single consolidated document.

c. If comments on a notice of intent or other aspects of a scoping process identify consultations, permits, or licenses necessary under other environmental laws, the environmental document may contain a section briefly listing the applicable requirements and how the OA has or will meet them (e.g., permits applied for or received, consultations initiated or concluded).

20. ELIMINATION OF DUPLICATION WITH STATE, TRIBAL, AND LOCAL PROCEDURES

An OA will cooperate with State, Tribal, and local agencies that are responsible for preparing environmental documents to reduce duplication between NEPA and State, Tribal, and local requirements, including through use of studies, analysis, and decisions developed by State, Tribal, or local agencies. Such cooperation may include:

a. Joint planning processes;

b. Joint environmental research and studies;

c. Joint public hearings (except where otherwise provided by statute); and

d. Joint environmental documents.

21. PROPOSALS FOR REGULATIONS

Where the proposed action is the promulgation of a rule or regulation, procedures, and documentation pursuant to other statutory or Executive Order requirements may satisfy one or more requirements of this subchapter. When a procedure or document satisfies one or more requirements of this subchapter, an OA may substitute it for the corresponding requirements in this subchapter and need not carry out duplicative procedures or documentation. Agencies will identify which corresponding requirements in this subchapter are satisfied and consult first with OST, then with CEQ, when necessary to confirm such determinations.

22. UNIQUE IDENTIFICATION NUMBERS

For all environmental documents, the lead agency will provide a unique identification number for tracking purposes, which an OA will reference on all associated environmental documents prepared for the proposed agency action and in any database or tracking system for such documents. DOT will coordinate with the CEQ and other federal agencies to ensure uniformity of such identification numbers across federal agencies.

23. EMERGENCIES

Emergency circumstances may require immediate actions that preclude following standard NEPA procedures. Immediate emergency actions necessary to protect the lives and safety of the public or protect valuable resources should never be delayed in order to comply with NEPA. When time permits, OAs should prepare environmental documentation. Alternative arrangements for NEPA compliance are permitted for emergency actions. *See Fixing America's Surface Transportation Act*, Pub. L. 114-94, sec. 1432, as applicable. Where emergency circumstances make it necessary to take an action with

reasonably foreseeable significant environmental impacts without observing the provisions of these procedures, OAs will consult with the CEQ on alternative arrangements for compliance with NEPA § 102(2)(C), 42 U.S.C. § 4332(2)(C), Pub. L. 114-94, sec. 1432.

a. Notify Office of Environment. OAs should notify the Office of Environment of the emergency. Where time allows, OAs should provide an opportunity for the Office of Environment to review any alternative arrangements in coordination with CEQ. The alternative arrangements should be limited to actions necessary to control the immediate impacts of the emergency.

b. Non-significant Impacts. When the expected environmental impacts of the proposed action are not considered significant and the action is not covered by a CE, to the extent practicable, the OA should prepare a concise and focused EA that complies with this Order, OA procedures, and NEPA.

c. Significant Impacts. Where emergency circumstances make it necessary to take an action with reasonably foreseeable significant environmental impacts without observing the provisions of these procedures, DOT will consult with the CEQ on alternative arrangements for compliance with NEPA § 102(2)(C), 42 U.S.C. § 4332(2)(C).

24. INTERNATIONAL ACTIONS

a. Executive Order 12114. Executive Order 12114, *Environmental Effects Abroad of Major Federal Actions*, applies to major Federal actions having significant environmental impacts outside of the United States and its Territories and possessions. See E.O. 12114, sec. 2-3(a)–(d)). If an EIS is required under E.O. 12114, section 2-4(a)(i), the OA must prepare it in compliance with this Order and the OA procedures.

b. Coordination. If an OA anticipates communication with a foreign government concerning agreements and other arrangements related to environmental studies or documentation, the OA must coordinate such communication with the U.S. Department of State, in consultation with the Office of Environment and the Office of the Assistant Secretary for Aviation and International Affairs. See E.O. 12114, sec. 3-2.

25. PROCEDURES FOR APPLICANT-PREPARED ENVIRONMENTAL DOCUMENTS

a. Procedures for Applicants. In accordance with NEPA § 107(f), 42 U.S.C. § 4336a(f), OAs must establish procedures allowing applicants, or contractors hired by applicants, to prepare environmental documents under the OA's supervision, where applicable. For this reason, OAs may have specific instructions for applicants within their NEPA implementing procedures either located as a subpart of this Order, FAA's Order 1050.1, or 23 CFR Part 771.

b. Independent Evaluation. In these instances, the OA must independently evaluate the environmental document and will take responsibility for its contents.

c. Assistance. The OA will assist applicants and applicant-hired contractors by providing guidance and outlining the types of information required for the preparation of the environmental document. The OA may also provide appropriate guidance and assist in environmental document preparation, to the extent that the OA's resources and policy priorities permit. The OA will work with the applicant to define the purpose and need, and, when appropriate, to develop a reasonable range of alternatives to meet the purpose and need.

d. Schedule. The OA will work with the applicant to develop a schedule for preparation of the environmental document. Major changes to the schedule or related matters will be documented through written correspondence.

e. Additional Information. The OA may request from an applicant environmental information for use by the OA in preparing or evaluating an environmental document. This may include a decision file consisting of any factual, scientific, or technical information used, developed, or considered by the applicant or applicant-hired contractor while preparing the draft environmental document, including any correspondence with the OA or with third parties.

26. DEFINITIONS

Terms used in these implementing procedures have the meanings provided in NEPA § 111, 42 U.S.C. § 4336e. OAs may substitute alternative statutory definitions applicable to the OA in their own procedures. In addition:

a. NEPA means the National Environmental Policy Act, as amended (42 U.S.C. § 4321, et seq.).

b. Applicant means an individual; a State, Tribal or local government; a corporation, company, or any other party seeking an approval, financial assistance, special permit, license, waiver, certification, or other permission from an Operating Administration (OA).

c. Authorization means any license, permit, approval, finding, determination, or other administrative decision issued by an agency that is required or authorized under Federal law to implement a proposed action.

d. Connected action means a Federal action within the authority of DOT that is closely related to the proposed agency action and should be addressed in a single environmental document because the proposed agency action:
   (1) Automatically triggers a separate Federal action, which independently would require the preparation of additional environmental documents;
   (2) Cannot proceed unless the separate Federal action is taken previously or simultaneously; or
   (3) Is an interdependent part of a larger Federal action that includes a separate Federal action, which mutually depend on the larger Federal action for their justification.

e. Environmental impacts mean changes to the human environment from the proposed action or alternatives that are reasonably foreseeable and have a reasonably close causal relationship to the proposed action or alternatives.

f. Environmental review process means the integrated process for compliance with NEPA and any other applicable environmental statutes, regulations, or Executive Orders, including those that require a permit, approval, consultation, or authorization to proceed with an action.

g. Extraordinary circumstances mean factors or circumstances that indicate a normally categorically excluded action may have a significant impact. Examples of extraordinary circumstances include potential substantial impacts on sensitive environmental resources, and potential substantial impacts on historic properties or cultural resources.

h. Human environment means comprehensively the natural and physical environment and the relationship of Americans with that environment. (See also the definition of "environmental impacts" in paragraph (e) of this section.)

i. Impacts include ecological (such as the impacts on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic (such as the impacts on employment), social, or health impacts. Impacts appropriate for analysis under NEPA may be either beneficial or adverse, or both, with respect to these values.

   A "but-for" causal relationship is insufficient to make an agency responsible for a particular impact under NEPA. Impacts should generally not be considered if they are remote in time,

geographically remote, or the product of a lengthy causal chain. Impacts do not include those impacts that the agency has no ability to prevent due to the limits of its regulatory authority, that would occur regardless of the proposed action, or that would need to be initiated by a third party.

j. Jurisdiction by law means agency authority to approve, veto, or finance all or part of the proposal.

k. Level of NEPA review means the appropriate type of analysis required for a particular action (i.e., a CE, an EA, or an EIS).

l. Mitigation means measures that avoid, minimize, or compensate for environmental impacts caused by a proposed action or alternatives as described in an environmental document or record of decision and that have a nexus to those impacts. While NEPA requires consideration of mitigation, it does not mandate the form or adoption of any mitigation. Mitigation includes:

   (1) Avoiding the impact altogether by not taking a certain action or parts of an action.

   (2) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.

   (3) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

   (4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

   (5) Compensating for the impact by replacing or providing substitute resources or environments.

m. NEPA process means all measures necessary for compliance with the requirements of section 2 and title I of NEPA § 102(2), 42 U.S.C. § 4332(2).

n. Notice of intent means a public notice that an agency will prepare and consider an environmental document.

o. Operating Administration (OA) means any agency established within the Department or, for the purposes of this Order, an office within the Office of the Secretary of Transportation (OST).

p. Plain language means language that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience.

q. Publish and publication mean methods found by the agency to efficiently and effectively make environmental documents and information available for review by interested persons, including electronic publication.

r. Related action means an action undertaken by an agency, that bears a relationship to other actions undertaken by other agencies relevant to NEPA. This includes permitting actions, or some other type of authorization action, required by statute that relate to one overarching project.

s. Reasonable alternatives mean a reasonable range of alternatives that are technically and economically feasible, meet the purpose and need for the proposed action, and, where applicable, meet the goals of the applicant.

t. Reasonably foreseeable means an impact sufficiently likely to occur such that a person of ordinary prudence would take it into account in reaching a decision.

u. Scope consists of the range of actions, alternatives, and impacts to be considered in an environmental document. The scope of an individual statement may depend on its relationships to other statements.

v. States means the 50 States of the Union, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, U.S. Virgin Islands, and Guam.

27. SEVERABILITY

The sections of this chapter are separate and severable from one another. If any section or portion therein is stayed or determined to be invalid, or the applicability of any section to any person or entity is held invalid, it is DOT's intention that the validity of the remaining parts will not be affected. The remaining sections or portions therein shall continue in effect.

28. SUBPART A. GREAT LAKES ST. LAWRENCE SEAWAY DEVELOPMENT CORPORATION

This subpart, DOT Order 5610.1D, and other applicable laws, regulations, and Executive Orders apply to all elements of the Great Lakes St. Lawerence Seaway Development Corporation (GLS) and all GLS actions, including but not limited to, new or revised agency rules and regulations, as well as projects and programs that are entirely or partly financed, assisted, conducted, regulated, or approved by GLS.

a. Applicability. GLS is required to conduct a NEPA review for proposed major federal actions and has no additional specific requirements from Section 3 of this Order.

b. Roles and Responsibilities. In administering the NEPA process to GLS actions, the following responsibilities apply:

(1) Chief, Office of Engineering. The term "Chief Engineer" means the Chief, Office of Engineering, GLS or designee.

(a) If a proposed major program or action may require a NEPA compliance review, the responsible GLS office shall report it to the Chief Engineer for review at the time of initial technical studies.

(b) The Chief Engineer reviews and determines if a program or action is one which (1) normally requires an EIS or (2) normally does not require an EIS or a CE. If the action is not covered by either of the foregoing, the Chief Engineer shall prepare an environmental assessment (EA) within 30 days of receipt of the document.

(c) The Chief Engineer is responsible for the preparation and processing of draft EISs. Professional services for this preparation may be obtained from other Federal, State, or local agencies, universities, or consulting firms; however, the Chief Engineer must review and evaluate the documents.

(2) GLS Chief Counsel. The GLS Chief Counsel or designee shall review all GLS EISs and EAs for legal sufficiency. The legal review should be completed within 30 days after receipt of the document. When the review is complete, the Chief Counsel will return the document to the Chief Engineer with approval for final processing.

(3) GLS Administrator. Final EISs may be approved by the GLS Administrator or designee. Concurrence of both the Assistant Secretary and the DOT General Counsel is required for actions which involve a 4(f) determination.

c. Determination of the Level of NEPA Review. GLS has identified the following levels of NEPA review. (See Section 6 of this Order).

(1) Environmental Assessment. If a decision has not been made to prepare an EIS and a proposed action cannot be categorically excluded under Section 28d, an EA shall be prepared. The EA will be the GLS's determination to prepare an EIS or to publish a finding of no significant impact (FONSI).

(2) Environmental Impact Statements. An EIS shall be prepared for any proposed major Federal action significantly affecting the environment. Listed below are types of GLS actions which normally require the preparation of an EIS:

(a) Construction projects (major) involving significant disturbances to earth, air, or water.

d. Categorical Exclusions. GLS may utilize its own agency CEs in addition to DOT's CEs listed in Appendix A or another agency's CEs using the procedures described in this section and Section 9, to categorically exclude a proposed action. GLS will apply the extraordinary circumstances listed in Section 9.c. of this Order.

GLS has identified 13 categories of actions that are not major Federal actions with a significant impact on the environment, and do not require either an EA or an EIS. In cases of extraordinary circumstances whereby any of the following items, which are normally excluded, that may have a significant impact on the environment, or cause substantial controversy, an EA or EIS will be prepared.

(1) Administrative procurements (e.g. general supplies) and contracts for personal services;

(2) Personnel actions (e.g. promotions, hirings);

(3) Project amendments (e.g. increases in costs) which do not significantly alter the environmental impact of the action;

(4) Issuance of vessel passage permits as a matter of routine Seaway procedures;

(5) Amendments to the Seaway Regulations;

(6) Reconstruction, repair and maintenance of existing navigation aids and construction of new fixed aids;

(7) De-icing equipment and measures at the locks and lock approaches;

(8) Modifications to the St. Lawrence Seaway tariff of tolls;

(9) Icebreaking: Icebreaking activity is limited to the intermediate pool and approximately three miles above Eisenhower Lock and one mile below Snell Lock, and one-half mile of the Grasse River between Snug Harbor and the St. Lawrence River.

(10) Maintenance dredging: In some areas, the river bottom has high spots caused by silting in from the banks, anchor dragging and/or river current. In these areas, maintenance dredging is required to maintain GLS vessel operational areas and the congressionally mandated 27 feet. waterway. No other dredging will be allowed under this category. Maintenance dredging and upland material deposits are performed under specific permit conditions approved by the New York State Department of Environmental Conservation and the U.S. Army, Corps of Engineers.

(11) Modifications to and maintenance of lock operating equipment, vessel traffic control equipment, buildings, grounds, floating plant, and existing facilities;

(12) Equipment purchases and operating expenses;

(13) Grants of leases, licenses, permits or easements for use of GLS-owned property.

e. Where the Public Can Access Information or Status Reports on Projects. As soon as GLS determines that an EIS is to be prepared, GLS shall solicit public comments through a NOI to prepare an EIS by any or all of the following means: conducting public hearings, making personal contact with interested parties, issuing press releases, placing notices in newspapers, and publishing a NOI in the Federal Register. GLS shall develop lists of interested parties at the Federal, State, Tribes and local levels. Public involvement and environmental issues raised in the public commenting process will be documented in the EIS. GLS shall determine whether any additional public involvement is appropriate to further aid GLS's decisionmaking process, including a public hearing, using the following factors: the magnitude of the costs, environmental impact, degree of interest evidenced by the public, the complexity of the issue and the extent to which public involvement. If a public hearing is to be held, GLS must make the draft EIS available to the public 30 days prior to the hearing.

Interested persons may obtain information on GLS environmental procedures on GLS's official website.

29. SUBPART B. FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

This subpart, DOT Order 5610.1D, and other applicable laws, regulations, and Executive Orders apply to all elements of the Federal Motor Carrier Safety Administration (FMCSA) and all FMCSA actions, including but not limited to, new or revised agency rules and regulations, as well as projects and programs that are entirely or partly financed, assisted, conducted, regulated, or approved by FMCSA.

a. Applicability. FMCSA is required to conduct a NEPA review for proposed major federal actions. FMCSA actions include projects and programs entirely or partly financed, assisted, conducted, regulated, or approved by FMCSA; new or revised agency rules, regulations, plans, policies, or procedures; and agency legislative proposals. Where FMCSA has no discretion to withhold or condition an action if the action is in accordance with specific statutory criteria and FMCSA lacks control and responsibility over the impacts of an action, that action is not subject to this Order. Actions do not include bringing judicial or administrative civil or criminal enforcement actions. Examples of judicial or administrative civil or criminal enforcement actions would be regulations implementing rules of practice for motor carrier, broker, freight forwarder and hazardous materials proceedings before the Assistant Administrator/Chief Safety Officer, under applicable provisions of the Federal Motor Carrier Safety Regulations (49 CFR parts 350–399), including the commercial regulations (49 CFR parts 360–379) and the Hazardous Materials Regulations (49 CFR parts 171–180) to determine whether:

(1) A motor carrier, property broker, freight forwarder, or its agents, employees, or any other person subject to the jurisdiction of the FMCSA, has failed to comply with the provisions or requirements of applicable statutes and the corresponding regulations; and,

(2) To issue an appropriate Order to compel compliance with the statute or regulation, assess a civil penalty, or both if such violations are found.

b. Roles and Responsibilities. In administering the NEPA process to FMCSA actions, the following responsibilities apply:

(1) Administrator Federal Motor Carrier Safety Administration. Acts on matters relating to NEPA implementation and is responsible for providing NEPA capabilities.

(a) Establishes and maintains the capability (personnel and other resources) to ensure adherence to the policies and procedures specified by this Order. This capability can be provided through contract support, matrix (other modal) support, and permanent staff, with sufficient staff to ensure:

1. FMCSA cognizance of the analyses and decisions being made; and
2. Familiarity with the requirements of NEPA and the provisions of this Order by every person preparing, implementing, supervising, and managing projects involving NEPA analysis.

(b) Ensures environmental responsibility and awareness among personnel to most effectively implement the goals and policies of NEPA. All personnel who are engaged in any activity or combination of activities that significantly affect the quality of the human environment will be aware of their NEPA responsibility. Only through alertness, foresight, and notification through Project and Program managers to the Associate Administrator for Policy and Program Delivery, and training and education will NEPA goals be realized.

1. Approves all environmental analyses and documentation for Administration-initiated actions, unless delegated to another FMCSA responsible official or another Federal agency. The Administrator may enter into contracts with a State or private entity to conduct initial environmental analyses and documentation, but the Administrator must review and approve all such environmental analyses and documentation and remains responsible for its scope and contents. The Administrator delegates the following: with the exception of highly controversial EISs, approval authority to Field Operations Service Center Administrators for FMCSA Draft EISs, Final EISs, and Supplemental EISs for actions that originate within, and having impacts confined to, their respective area;
2. Authority for the appropriate FMCSA Administrator-level Program Office to approve highly controversial EIS; and
3. For all other Final EISs (non-controversial), only a notice of approval will be made to DOT by the responsible Administrator-level Program Office via the Administrator.

(c) The Administrator, or the Administrator's designee, has authority to decide whether or, at a minimum, how to proceed with every action the FMCSA undertakes. Thus, the Administrator (unless his/her authority is delegated) is the decisionmaker and the responsible FMCSA official. The Administrator makes the following delegations:

1. The NEPA Liaison will act as the senior decisionmaker and senior environmental advisor for NEPA compliance and NEPA implementation of all FMCSA actions. The Administrator also delegates the responsibility to the NEPA Liaison to ensure accountability for implementation of the policies set forth in this Order. For Headquarters- originated actions, the Administrator delegates the responsibility to the NEPA Liaison to determine whether to prepare an EA, EIS, a FONSI, or a decision withdrawing the proposal on the basis of its environmental impacts in consultation with the Office Director for the program sponsoring the action or the person with the delegated authority to issue the regulation.
2. The Field or Division Administrators or their delegated Federal, State, or Division Program Managers, in consultation with their Field Environmental Quality Advisor

(FEQA) will hold authority to determine whether to prepare an EA, EIS, FONSI, or a decision withdrawing the proposal on the basis of its environmental impacts for actions that originate within, and have impacts confined to, their respective area. For Headquarters-originated actions, the NEPA Liaison makes this determination in consultation with the responsible FMCSA Program Manager.

(2) NEPA Liaison—Associate Administrator for Policy and Program Delivery (MC–P).

(a) Is the principal FMCSA environmental advisor and decisionmaker for the completion of the environmental analysis under NEPA, CEQ regulations, DOT and FMCSA Orders, and other environmental laws, statutes, and Executive Orders. The Regulatory Development Division (MC–PRR), in the Office of Policy, Plans and Regulation is the Program Office that will assist the NEPA Liaison in carrying out these duties.

(b) Is responsible for overseeing NEPA compliance and NEPA implementation of all FMCSA actions. The NEPA Liaison ensures accountability for implementation of the policies set forth in this Order and that all necessary NEPA analyses (CE, EA, and EIS) are completed before initiation of an FMCSA action.

(c) Reviews all FMCSA proposed projects and advises the responsible FMCSA official e.g., the FEQA or Project Manager on the appropriate level of environmental analysis and documentation needed for the proposal. For CEs, EAs and non-controversial EISs, the NEPA Liaison may direct the FEQAs or program staff to determine the appropriate level of environmental analysis and documentation needed for the proposal.

(d) Provides expert advice on NEPA- related matters to FMCSA Heads of Offices, Divisions, and Field Operations Service Center Units.

(e) Acts as the intra-agency and interagency liaison and coordinates NEPA-related matters on a national basis and is the principal contact for CEQ on all other FMCSA actions.

(f) Provides and periodically updates this FMCSA Order, program guidance and policies after consultation with the Chief Counsel, Heads of Offices, Divisions, and Field Operations Service Center Units. Updates must comply with requirements for public notice and CEQ review.

(g) Serves as FMCSA representative in coordination with outside groups at the national level regarding NEPA-related matters.

(3) Heads of Headquarters Offices and Divisions.

(a) Coordinate with the NEPA Liaison to ensure agency-wide consistency in areas of shared or related responsibility.

(b) Serve as the responsible agency officials under NEPA and CEQ regulations for actions subject to their approval.

(c) Ensure accountability for implementation of the policies set forth in this Order.

(d) In consultation with the NEPA Liaison, ensure that FMCSA staff responsible for the supporting function of the responsible agency official under CEQ and related authorities receive appropriate training in how to carry out FMCSA's responsibilities.

(e) Ensure completion of all environmental analysis and documentation for Headquarters Office- originated actions in consultation with environmental staff and the NEPA Liaison.

This responsibility includes ensuring that the appropriate environmental planning, analyses, and documentation are completed for the respective programs and actions.

(f) Notify the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

(4) The Office of Administration (MC–M). At the current time, the General Services Administration (GSA) is responsible for all building acquisition and construction projects to meet the needs of the FMCSA. The GSA is currently responsible for, and is required to comply with, all statutory and regulatory requirements of NEPA for such projects. In the event the FMCSA is authorized by Congress or the GSA delegates authority for the purchase, lease, and/or acquisition of real property in the future, the FMCSA's Office of Administration will assume primary responsibility for all necessary environmental analyses and documentation needed for building acquisition and construction projects, in consultation with the FMCSA's Office of Chief Counsel. The FMCSA will coordinate such environmental analyses, as appropriate, with the interested general public, as well as other Federal, State, local, and Tribal government agencies.

(5) The Office of the Chief Counsel (MC-CC).

(a) Is responsible for legal interpretation of NEPA and related authorities and represents FMCSA in litigation under such authorities.

(b) Must approve the implementation of the procedures of FMCSA Environmental Orders in consultation with the NEPA Liaison, NEPA FEQAs, MC–PR, and MC–RIA (Office of Data Analysis and Information Systems that would be responsible for acquiring a contractor for environmental support), for actions originated by the Administrator.

(c) Is responsible for the review and approval of FMCSA and non-FMCSA environmental documents submitted for Associate Administrator level review.

(d) Is responsible for the review and approval of guidance and training concerning this Order, in consultation with the NEPA liaison and the Professional Development and Training division.

(6) FMCSA Program Staff.

(a) This includes all FMCSA employees responsible for the management and implementation of program actions, such as, promulgating regulations, project planning and development, project management, and research.

(b) Program staff are responsible for:

1. Developing and maintaining a thorough understanding of NEPA requirements and the requirement of related authorities, as these pertain to their program areas with the assistance of the NEPA Liaison and the FEQA.

2. Ensuring that NEPA and related authorities are complied with, as early as possible in the planning of any action within their program areas.

3. Coordinating their programs, activities, and projects with FEQAs and the NEPA liaison, as appropriate.

4. Implementing all mitigation and other commitments resulting from NEPA compliance for actions under their authority.

5. Initiating early consultations with Field Operations Service Center Units, the FEQAs, Heads of Offices and Divisions, the NEPA liaison, as appropriate if uncertain regarding the need for environmental analysis or documentation for any project. The Field Operations Service Center Administrator will promptly notify the Policy, Plans, and Regulations Office Director (MC–PR) and the NEPA Liaison if uncertainty for NEPA review persists.

6. Notifying the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

(7) Field Operations Service Center Administrators

(a) Are accountable for execution of FMCSA's responsibilities under NEPA and related authorities with respect to actions under their jurisdiction.

(b) Serve as the responsible agency official with respect to the environmental impacts of actions under their jurisdiction.

(c) Maintain FEQA within their staffs, augmented as necessary through interagency agreements and contracts, to ensure field interdisciplinary competence in environmental matters.

(d) In consultation with the FMCSA NEPA Liaison, ensure that all field staff with responsibility for planning, approving, and implementing Commercial Vehicle Safety Plan grants, etc., receive training in how to carry out FMCSA's responsibilities under NEPA and related authorities.

(e) Comply with all environmental laws. What may appear to be a good idea initially may not be environmentally acceptable. It is, therefore, important that alternatives to a proposed action be available. Coordination of FMCSA environmental analyses and documents with Federal, State, local, and tribal officials may be necessary. Questions concerning environmental matters should be directed to the FEQA and appropriate Field Operations Service Center staff.

(f) Notify the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

(8) Heads of Units, Divisions, and Offices

(a) Ensure that all environmental analyses and documentation for FMCSA actions (except building acquisition and construction actions) they initiate, or are directed by higher authority to initiate, are completed.

(b) Ensure that a FEQA, Environmental Project Manager, and Environmental Specialists are available within the Field Operations Service Center territory.

(c) Ensure that Field Operations Service Center Units and Field Division Offices are notified as soon as possible of any needed environmental analyses or documentation required for field proposed actions and projects.

(d) Notify the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

(9) The Field Environmental Quality Advisor (FEQA)

(a) The FEQA is the center of expertise maintained at the Field Service Unit in which knowledge in NEPA-related environmental matters and other related authorities, such as the National Historic Preservation Act, the Clean Air Act, and the Endangered Species Act, is vital.

(b) The FEQA will be a collateral duty among others assigned to the employee.

(c) The FEQA will be located at the Field Service Unit where it can influence decision making early in FMCSA's planning or preparation for any project or action subject to review under NEPA and related authorities.

(d) The FEQA is responsible for participating in FMCSA planning and decision making, for advising the Administrator, the Office Heads, the Field Administrators, and other decisionmakers, and for providing training and technical assistance to all pertinent FMCSA employees and contractors.

(e) Maintains interdisciplinary expertise in environmental matters, through the employment of qualified staff and/or by interagency agreement or under contract.

(f) Reviews all documentary products of FMCSA NEPA analyses, and assists program staff in ensuring that such products, and the analyses they report, are adequate and defensible.

(g) Maintains records of FMCSA NEPA compliance activities.

(h) Routinely interacts with, and is assisted by, the NEPA Liaison.

(i) Maintains needed guidance material and recommends updates and/ or changes to this FMCSA Order, as appropriate. Updates must comply requirements for public notice and CEQ review.

(j) Develops and maintains an up-to- date checklist for use in determining whether an action requires an environmental assessment or impact statement.

(k) Notifies the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

(10) Field Operations Service Center Program Staff

(a) Ensure completion of all environmental analyses and documentation for FMCSA actions designated to them.

(b) Assist Headquarters Units, where appropriate, with their implementation of the procedures set forth in this Order.

(c) Coordinate these environmental analyses and documents with Federal, State, local, and tribal officials as necessary.

(d) Maintain close coordination with appropriate Field Division Office elements during the execution of these tasks. Questions concerning environmental matters should be directed to appropriate Field Operations Service Center Unit staff and the FEQA.

(e) Empower the FEQA to advise and assist in planning and decision making on actions that could affect the human environment, in a way and at a time in the planning and decisionmaking process that maximizes the effectiveness of the FEQA's advice and assistance.

(f) Ensure that all Field program staff involved in planning and decision making about actions that could affect the human environment are made aware of FMCSA's responsibilities under NEPA and related authorities, and other NEPA- or CEQ-related guidance, are held accountable for the quality of their actions and decisions and are required to coordinate effectively with the FEQA.

(g) Notify the Policy, Plans, and Regulations Office Director (MC–PR) through appropriate chains of command of all actions involved in the NEPA review. The notification must include electronically filed monthly updates, electronically filed checklists, etc.

f. NEPA and Agency Decisionmaking.

(1) The Federal Motor Carrier Safety Administration's primary mission is to prevent commercial motor vehicle- related fatalities and injuries. Administration activities contribute to ensuring safety in motor carrier operations through strong enforcement of safety regulations, targeting high-risk carriers and commercial motor vehicle (CMV) drivers; improving safety information systems and commercial motor vehicle technologies; strengthening commercial motor vehicle equipment and operating standards; and increasing safety awareness. To accomplish these activities, the FMCSA works with Federal, State, and local enforcement agencies; tribal governments; the motor carrier industry; labor safety interest groups; and others.

e. Any environmental impacts that result from FMCSA's oversight of motor carrier operations would most likely be in areas affecting air quality, noise, and hazardous materials transportation. Categorical Exclusions.

FMCSA may utilize its own agency CEs listed below, in addition to DOT's CEs listed in Appendix A or another agency's CEs, using the procedures described in this section and DOT Order 5610.1D, Section 9, to categorically exclude a proposed action.

When the specific CE requires that a checklist be completed, an Environmental Checklist will be completed and used to substantiate the use of the CE. The checklist must be submitted with the proposal for the action. If a CE is not appropriate, the Environmental Checklist will be used for developing an EA or EIS. A written Categorical Exclusion Determination (CED) must be prepared when a CE will be relied on to promulgate a regulation that requires an environmental checklist. Checklists and CEDs supplementary to the requirements of this Order may be developed by subordinate commands for specific types of actions. Those documents must be approved by the Administrator before they are adopted for use.

(1) Administration

(a) Preparation of guidance documents that implement decisions authorized by the applicable FMCSA's Office of Business Operations Directive or other Federal agency regulations, procedures, manuals, internal Orders, and other guidance documents not required to be published in the Federal Register under the Administrative Procedure Act, 5 U.S.C. § 552(a)(1).

(b) Routine intra-agency personnel, fiscal, and administrative activities, actions, procedures, and policies which clearly do not have environmental impacts, such as, hiring, recruiting, processing and paying of personnel, and recordkeeping.

(c) Routine procurement and contract activities and actions for goods and services, including office supplies, equipment, mobile assets, and utility services for routine administration, operation, and maintenance in accordance with Executive Orders 13101, 13148, and other applicable Executive Orders and Departmental policies regarding ‘‘greening the government.’’

(d) Decisions to set up or decommission equipment or temporarily discontinue use of facilities or equipment, such as:

1. Noise pollution monitors used in enforcement of the Noise Control Act of 1972.

2. Radioactive material detectors used in enforcement of the Hazardous Material Transportation Acts.

3. FMCSA-owned commercial motor vehicles used in the:

A. Office of Enforcement and Program Delivery;

B. Office of Research and Technology; or

C. Commercial Vehicle platform of the Intelligent Vehicle Initiative.

This does not preclude the need to review decommissioning under Section 106 of the National Historic Preservation Act.

(e) Routine and permitted movement of agency personnel and equipment, and the routine movement, handling, and distribution of non-hazardous and hazardous materials and wastes incidental to the routine and permitted movement of personnel and equipment in accordance with applicable regulations. Examples would include moving personnel from the Boise, Idaho, Division Office to the Pierre, South Dakota, Division Office or moving the agency’s Intelligent Transportation System/Commercial Vehicle Operation Technology Truck working display from McLean, Virginia, to an awareness training venue in Oak Ridge, Tennessee.

(f) Personnel and other administrative actions associated with consolidations, reorganizations, or reductions in force resulting from identified inefficiencies, reduced personnel or funding levels, skill imbalances, or other similar causes.

(g) Financial assistance or procurements for motor carrier activities that do not commit the FMCSA or its applicants to a particular course of action affecting the environment.

(h) Hearings, meetings, or public affairs activities held at locations developed for such activities.

(2) Purchase, Lease, and Acquisitions

Lease of space in buildings or towers for a firm-term of one year or less when the intended use is in conformity with current uses.

(3) Operations

Realignment of mobile assets, including motor vehicles, to existing operational facilities that have the capacity to accommodate such assets or where supporting infrastructure changes will be minor in nature to perform as new terminals or for repair and overhaul.

If the realignment would result in more than a one for one replacement of assets at an existing facility, then the checklist required for this CE must specifically address whether such an increase in assets could trigger the potential for significant impacts to protected species or habitats before use of the CE can be approved.

(4) Data Gathering, Review of Environmental Tests, Studies, Analyses and Reports, and Research Activities

(a) Data gathering, information gathering, and studies that involve no detectable physical change to the environment.

(b) Research activities that are in accordance with inter-agency agreements and which are designed to improve or upgrade the FMCSA's ability to manage its resources. Examples of these resources would include FMCSA's stored data, its assets, and its properties, including its Intelligent Transportation System/Commercial Vehicle Operation Technology Trucks and its Safety Trucks.

(c) Environmental studies undertaken to define the elements of a proposal or alternatives sufficiently so that the environmental impacts may be assessed.

(d) Contracts for activities conducted at established laboratories and facilities, to include contractor-operated laboratories and facilities, on FMCSA-contracted property where all airborne emissions, waterborne effluents, external radiation levels, outdoor noise, and solid and bulk waste disposal practices are in compliance with existing applicable Federal, State, and local laws and regulations.

(e) Planning and technical studies that do not contain recommendations for authorization or funding for future construction but may recommend further study. This includes engineering efforts or environmental studies undertaken to define the elements of a proposal or alternatives sufficiently so that the environmental impacts may be assessed and does not exclude consideration of environmental matters in the studies.

(f) Establishment of Global Positioning System (GPS), intelligent transportation systems (ITS), or essentially similar systems that use overlay of existing procedures.

(g) Procedural actions requested by users on a test basis to determine the effectiveness of new technology and measurement of possible impacts on the environment.

(5) Training

(a) Simulated exercises, including tactical and logistical exercises that involve small numbers of personnel.

(b) Training of an administrative or classroom nature. Examples would include training to inspect a commercial motor vehicle brake system or to learn more about NEPA and how to prepare and develop environmental analyses for EAs and EISs.

(6) Establishing the Following Types of Regulations

(a) Regulations addressing Civil Rights procedures and guidance.

(b) Regulations which are editorial or procedural, such as, those updating addresses or establishing application procedures, and procedures for acting on petitions for waivers, exemptions and reconsiderations, including technical or other minor amendments to existing FMCSA regulations.

(c) Regulations concerning internal agency functions or organization or personnel administration, such as, funding or delegating authority.

(d) Regulations concerning the training, qualifying, licensing, certifying, and managing of personnel.

(e) Regulations to handle the processing of applications for operating authority and certificates of registration.

(f) Regulations implementing the Motor Carrier Safety Assistance Program (MCSAP), that provides financial assistance to States to reduce the number and severity of accidents and hazardous materials incidents involving commercial motor vehicles (CMVs) for the following activities:

1. Driver/vehicle inspections;
2. Traffic enforcement;
3. Safety audits;[2]
4. Compliance reviews;[3]
5. Public education and awareness; and
6. Data collection; and provide reimbursement for:
   A. Personnel expenses;
   B. Equipment and travel expenses;
   C. Indirect expenses for:
      i. Facilities (not including fixed scales, real property, land or buildings) used to conduct inspections or house enforcement personnel. Examples of facilities would include a motor vehicle trailer for inspection personnel to take cover while doing paperwork during a roadside inspection;
      ii. Support staff;

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[2] A ''safety audit'' is an examination of motor carrier operations to provide educational and technical assistance on safety and the operational requirements of 49 CFR parts 100 through 178 and parts 350 through 399) and to gather critical safety data needed to make an assessment of the carrier's safety performance and basic safety management controls.

[3] A ''compliance review'' is an on-site examination of motor carrier operations (normally at the carrier's facility), such as driver's hours-of- service, maintenance and inspection, driver qualification, commercial driver's license requirements, financial responsibility, accident involvement, hazardous materials, and other safety and transportation records to determine whether a motor carrier has systems, policies, programs, practices or procedures to ensure compliance with the applicable Federal safety regulations.

iii. Equipment to the extent they are measurable and recurring (e.g., rent and overhead and maintenance and minor improvements);

iv. Expenses related to data acquisition, storage, and analysis; and

v. Clerical and administrative expenses.

(g) Regulations implementing procedures to:

1. Promote adoption and enforcement of State laws and regulations pertaining to CMV safety that are compatible with the FMCSRs;

2. Provide guidelines for a continuous regulatory review of State laws and regulations; and

3. Establish deadlines for States to achieve compatibility with appropriate parts of the FMCSRs with respect to interstate commerce.

(h) Regulations implementing procedures to collect fees that will be charged for motor carrier registration and insurance for the following activities:

1. Application filings;

2. Records searches; and

3. Reviewing, copying, certifying and related services.

(i) Regulations implementing procedures for which motor carriers and brokers designate their agents (persons) for whom court process may be served, describing activities, such as:

1. The forms upon which the carrier can make the designations;

2. The eligible persons that can be agents, and how carriers shall make the designations in each State in which it is authorized to operate and for each State traversed during such operations, and

3. Where such designations must be made.

(j) Regulations implementing uniform Single-State registration procedures for motor carriers registered with the Secretary of Transportation.

(k) Regulations for all brokers[4] of transportation by motor vehicles that describe the following activities:

1. The duties and obligations of a broker;

2. The records and accounts a broker must keep;

3. The type of brokerage service the broker must perform; and

4. The charges and compensation a broker is entitled to receive.

(l) Regulations requiring every motor carrier to issue and keep a receipt or bill of lading (or record) for property tendered for transportation in interstate or foreign commerce containing such information as:

[4] A ‘‘broker’’ is a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier. The broker has accepted the shipments and is legally bound to transport them.

1. What must be contained on the receipt; and
2. Who shall be given the original freight bill and who shall be given a copy, as well as how it can be transmitted to the payer.

(m) Regulations implementing procedures applicable to the operations of household good carriers engaged in the transportation of household goods[5], for the following activities:

1. The information that carriers must give to prospective shippers prior to holding themselves out to perform such service;
2. How carriers are to estimate the shipping costs which the shippers will be required to pay for these shipments;
3. How to determine the weight of the shipments prior to assessing any shipping charges;
4. How to accept shipments and provides carrier notification of delay;
5. The liability of carriers; and
6. How to file complaints.

(n) Regulations that apply to actions by motor carriers registered with the Secretary to transport property for the following:

1. The leasing of equipment (e.g., a motor vehicle, straight truck, tractor, semi-trailer, full trailer, any combination of these and any other type of equipment used by authorized carriers in the transportation of property for- hire) with which to perform transportation regulated by the Secretary;
2. The leasing of equipment to motor private carriers or shippers;
3. The interchange of equipment between motor common carriers in the performance of transportation regulated by the Secretary;
4. To provide written lease requirements for authorized carriers that do not own their transportation equipment; and
5. To set forth requirements for carriers to obtain exemptions for lease arrangements.

(o) Regulations that apply to the transportation by motor vehicle of C.O.D. shipments by all common carriers of property subject to 49 U.S.C. § 13702, except such transportation which is auxiliary to or supplemental of transportation by railroad and performed on railroad bills of lading, and for such transportation that is performed by freight forwarders and on freight forwarder bills of lading for the following activities:

1. Tariff filing requirements;
2. Extension of credit to shippers;
3. Presentation of freight bills; and
4. Computing time for shipments.

[5] ''Household goods'' means personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling and such other similar property as the FMCSA may provide by regulation.

(p) Regulations that govern the processing of claims for overcharge, duplicate payment, or over-collection for the transportation of property in interstate commerce or foreign commerce by motor carriers for information concerning how to document and investigate claims, keep records, and dispose of claims.

(q) Regulations implementing preservation of records procedures for motor carriers and brokers, and household freight forwarders for the types of records that must be retained and the retention periods (e.g., until expiration or termination plus 3 years, 3 years, etc.).

(r) Regulations implementing controlled substances and alcohol use and testing procedures designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and apply to every person and all employers of such persons who:

1. Operate a commercial motor vehicle (as defined in 49 CFR 382.107) in commerce in any State; and
2. Are required by 49 CFR part 383 to possess a commercial driver's license (CDL).
3. Examples of the topics covered include rules prescribing activities for:
    A. Pre-employment controlled substances test requirements;
    B. Random, post accident, reasonable suspicion, return to duty and follow-up alcohol and controlled substances testing procedures for employers and employees;
    C. Random testing rates;
    D. Requirements for drivers to report immediately to a specimen collection site; and
    E. An action required by employers if an employee has a positive test result, and recordkeeping.

(s) Regulations intended to help reduce or prevent truck and bus accidents, fatalities, and injuries by requiring drivers to have a single commercial motor vehicle driver's license and by disqualifying drivers who operate commercial motor vehicles in an unsafe manner and provide for:

1. A prohibition against a commercial motor vehicle driver having more than one commercial motor vehicle driver's license;
2. A requirement for drivers to notify their current employer and State of domicile of certain convictions;
3. A requirement for drivers to provide previous employment information when applying for employment as an operator of a commercial motor vehicle;
4. A prohibition against an employer allowing a person with a suspended license to operate a commercial motor vehicle;
5. Periods of disqualification and penalties for those persons convicted of certain criminal and other offenses and serious traffic violations, or subject to any suspensions, revocations, or cancellations of certain driving privileges; testing and licensing requirements for commercial motor vehicle operators;

6. A requirement for States to give knowledge and skills tests to all qualified applicants for commercial drivers' licenses which meet the Federal standard; and

7. Requirements for the State-issued commercial license documentation.

(t) Regulations to ensure that the States comply with the provisions of the Commercial Motor Vehicle Safety Act of 1986, by:

1. Including the minimum standards for the actions States must take to be in substantial compliance with each of the statutory requirements of 49 U.S.C. § 31311(a); and

2. Having the appropriate laws, regulations, programs, policies, procedures and information systems concerning the qualification and licensing of persons who apply for a commercial driver's license, and persons who are issued a commercial driver's license.

And establish procedures for:

1. Determining whether a State is in compliance with the rules of this part; and

2. The consequences of State noncompliance.

(u) Regulations implementing rules of practice for motor carrier, broker, freight forwarder and hazardous materials proceedings before the Assistant Administrator/Chief Safety Officer, under applicable provisions of the Federal Motor Carrier Safety Regulations (49 CFR parts 350– 399), including the commercial regulations (49 CFR parts 360–379) and the Hazardous Materials Regulations (49 CFR parts 171–180) to determine whether:

1. A motor carrier, property broker, freight forwarder, or its agents, employees, or any other person subject to the jurisdiction of the FMCSA, has failed to comply with the provisions or requirements of applicable statutes and the corresponding regulations; and,

2. To issue an appropriate Order to compel compliance with the statute or regulation, assess a civil penalty, or both if such violations are found.

(v) Regulations prescribing the minimum levels of financial responsibility required to be maintained by motor carriers of property and passengers operating motor vehicles in interstate, foreign, or intrastate commerce.

(w) Regulations to enable States to enter into cooperative agreements with the FMCSA to enforce the safety laws and regulations of a State and the agency concerning motor carrier transportation by filing a written acceptance of the terms.

(x) Regulations implementing procedures for the issuance, amendment, revision, and rescission of Federal motor carrier regulations (e.g., the establishment of procedural rules that would provide general guidance on how the agency manages its notice-and-comment rulemaking proceedings, including the handling of petitions for waivers, exemptions and reconsiderations, and how it manages delegations of authority to carry out certain rulemaking functions.).

(y) Regulations implementing:

1. Aiding or abetting prohibitions;

2. Motor carrier identification and registration reports, including Performance and Registration Information Systems Management program registrations;
3. Motor carrier and driver assistance with routine accident investigations;
4. Relief during regional and local emergencies, including tow trucks responding to emergencies;
5. Locations where motor carriers, drivers, brokers, and freight forwarders must store records;
6. Requirements about motor carriers, drivers, brokers, and freight forwarders copies of records; and
7. Prohibitions on motor carriers, agents, officers, representatives, and employees from making fraudulent or intentionally false statements on any application, certificate, report, or record, including interstate motor carrier noise emission applications, certificates, reports, or records required by FMCSA.

(z) Regulations establishing:

1. The minimum qualifications for persons who drive CMVs as, for, or on behalf of motor carriers; and

2. The minimum duties of motor carriers with respect to the qualifications of their drivers.

(aa) Regulations requiring a motor carrier, its officers, drivers, agents, representatives, and employees directly concerned with, or in control of a CMV to comply with when they inspect, repair, and provide maintenance for that vehicle.

(bb) Regulations concerning vehicle operation safety standards (e.g., regulations requiring: certain motor carriers to use approved equipment which is required to be installed such as an ignition cut-off switch, or carried on board, such as a fire extinguisher, and/or stricter blood alcohol concentration (BAC) standards for drivers, etc.), equipment approval, and/or equipment carriage requirements (e.g. fire extinguishers and flares).

(cc) Special local regulations issued in conjunction with a motor vehicle rodeo or motor vehicle parade; provided that, if a permit is required, the environmental analysis conducted for the permit included an analysis of the impact of the regulations.

(dd) Regulations concerning rules of the road, traffic services, and marking of intelligent transportation systems.

(7) Recreational Activities and Events

(a) Approval of recreational activities or events at a location developed or created for that type of activity.

(b) Approvals of motor vehicle rodeo and motor vehicle parade event permits for the following events:

1. Events that are not located in, proximate to, or above an area designated environmentally sensitive by an environmental agency of the Federal, State, or local government. For example, environmentally sensitive areas may include such areas as critical habitats or migration routes for endangered or threatened species or important fish or shellfish nursery areas.

2. Events that are located in, proximate to, or above an area designated as environmentally sensitive by an environmental agency of the Federal, State, or local

government and for which the FMCSA determines, based on consultation with the Governmental agency, that the event will not significantly affect the environmentally sensitive area.

f. Extraordinary Circumstances. The listed extraordinary circumstances below and those in the DOT Order are addressed in the Environmental Checklist. FMCSA may determine that, notwithstanding the extraordinary circumstance, the proposed agency action is not likely to result in reasonably foreseeable adverse significant impacts and apply the CE. If a CE is not appropriate, an EA or an EIS must be prepared. With respect to the CEs listed in this part, extraordinary circumstances include, but are not limited to, when the proposed action:

(1) Has greater size or scope than is generally experienced for the category of action.

(2) Is reasonably likely to create controversy regarding the potential for significant environmental impacts.

(3) Has highly uncertain impacts on the environment that involve unique or unknown risks or are scientifically controversial.

(4) Is reasonably likely to establish a precedent (or makes decisions in principle) for future or subsequent actions that would have a future significant impact.

(5) Is reasonably likely to have significant impacts on public health, safety, or the environment.

(6) Is reasonably likely to be inconsistent with or cause a violation of any Federal, State, local or tribal law or requirement imposed for the protection of the environment.

(7) Is reasonably likely to cause reportable releases of hazardous or toxic substances as specified in 40 CFR part 302, Designation, Reportable Quantities, and Notification.

(8) Is reasonably likely to cause releases of petroleum, oils, and lubricants, application of pesticides and herbicides, or where the proposed action results in the requirement to develop or amend a Spill Prevention, Control, or Countermeasures Plan.

(9) Is reasonably likely to generate air emissions that would exceed de minimis levels or otherwise require a formal Clean Air Act conformity determination.

(10) Has reasonable potential for degradation of already existing poor environmental conditions. Also, reasonable initiation of a degrading influence, activity, or impact in areas not already significantly modified from their natural condition.

(11) Is reasonably likely to have an unresolved impact on environmentally sensitive resources unless the impact has been resolved through another environmental process (e.g., CZMA, NHPA, CWA, etc.). Environmentally sensitive resources include:

(a) Proposed federally listed, threatened, or endangered species or their habitats.

(b) Properties listed or eligible for listing on the National Register of Historic Places.

(c) A site that involves a unique characteristic of the geographic area, such as prime or unique agricultural land, a coastal zone, a historic or cultural resource, parkland, wetland, wild and scenic river, designated wilderness or wilderness study area, 100-year floodplain, sole source aquifer (potential sources of drinking water), ecologically critical area, or property requiring special consideration under 49 U.S.C. § 303(c). (Section 303(c) of Title 49 U.S.C. is commonly referred to as section 4(f) of the

Department of Transportation (DOT) Act, which includes any land from a public park, recreation area, wildlife and waterfowl refuge, or any historic site).

(12) May cause a change in traffic patterns or an increase in traffic volumes (road and/or waterway) that could require rerouting of roads, waterways, or traffic.

g. Procedures for Applicant-Prepared Environmental documents.

(1) Applicants or proponents (e.g. a cooperating local government) may prepare environmental documents for a proposed action, but FMCSA will take an active guidance and evaluative role during EA/EIS preparation and will take final responsibility for the quality of the analysis and the resulting document pursuant to Section 25. Local governments, other applicants, or cooperating agencies may conduct studies on FMCSA's behalf, but FMCSA must oversee and approve the work. FMCSA staff will provide guidance to assist applicants in preparation of these documents.

(2) Documents Prepared by Contractors.

Contractors frequently prepare EAs and EISs. To obtain unbiased analyses, contractors must be selected in a manner that avoids, to the maximum extent possible, even the appearance of impropriety, including but not necessarily limited to, avoiding any conflicts of interest. Therefore, contractors must execute disclosure statements specifying that they have no financial or other interest in the outcome of the project or action. The contractor's efforts should be closely monitored throughout the contract to ensure an adequate assessment/statement and also to avoid extensive, time-consuming, and costly analyses or revisions. FMCSA Action proponents and NEPA program managers must be continuously informed and involved. When selecting a contractor the following rules will apply:

(a) A contractor will be chosen solely by Federal agencies to avoid any conflict of interest.

(b) Agencies will prepare disclosure statements for execution by contractors specifying that the contractor has no financial or other interest in the outcome of the action.

(c) The responsible Federal official shall independently evaluate the EIS and take responsibility for its scope and contents.

(d) All contractor-prepared documents must indicate the contractor's level of involvement in the following ways:

1. If contractor involvement is minimal and only for a limited portion of the NEPA analysis process, then the contractor must be included in the list of preparers and the FMCSA Environment Project Manager will sign as the Environment Project Manager.

2. If the contractor has a major involvement in the preparation of the environmental document, or if the contractor and the FMCSA preparer have equal involvement in the preparation, then the "cover page" of the environmental document will indicate that the CED and/or checklist, EA, and/or EIS was prepared by the contractor for FMCSA and be signed by the contractor as the preparer, or that the documentation was prepared by both the contractor and FMCSA and be signed by the contractor and the FMCSA Environmental Project manager as preparers.

h. Where the Public Can Access Information or Status Reports on Projects.

(1) FMCSA will make diligent efforts to involve the public in preparing and implementing its NEPA procedures. FMCSA will provide public notice of NEPA-related hearings and hold or sponsor public hearings or meetings, if appropriate and in accordance with statutory requirements. Public involvement will be determined on a case-by-case basis. For actions that require rulemaking, the public involvement under NEPA will be coordinated with the rulemaking notice and comment whenever possible.

30. SUBPART C. MARITIME ADMINISTRATION

This subpart, DOT Order 5610.1D, and other applicable laws, regulations, and Executive Orders apply to all elements of the Maritime Administration (MARAD) and all MARAD actions, including but not limited to, new or revised agency rules and regulations, as well as projects and programs that are entirely or partly financed, assisted, conducted, regulated, or approved by MARAD.

a. Applicability. MARAD is required to conduct a NEPA review for proposed major federal actions. Proposed major Federal actions subject to NEPA are not limited to actions directly carried out by MARAD, but also include actions approved, authorized, licensed, or funded by the Agency and carried out by other parties. For example, actions where MARAD provides financial assistance to non-federal entities under contracts, grants, or cooperative agreements, require NEPA analysis by MARAD prior to initiating the action.

b. Roles and Responsibilities. In administering the NEPA process to MARAD actions, the following responsibilities apply:

(1) Associate Administrator, Office of Environment and Compliance (or designee as appropriate):

(a) Act as principal liaison, with the Office of the Secretary of the Department of Transportation (OST), the Council on Environmental Quality (CEQ), the Environmental Protection Agency (EPA), other Federal agencies, Congress, state governments, and the public with respect to significant NEPA matters.

(b) Determine whether environmental impacts discussed in EAs may be significant, and sign FONSIs.

(c) Serve as the responsible agency official under NEPA and this Order for certifications under Sections 10 and 14.

(2) Director, Office of Environmental Compliance (or designee as appropriate):

(a) Advise and assist project applicant regarding the preparation and coordination of environmental documentation.

(b) Determine the appropriate NEPA level of review (CE, EA, EIS).

(c) Manage the environmental review process for all NEPA levels of review.

(d) Approve the completion of all EAs and EISs by project applicant.

(e) Prepare CE documentation, FONSIs, RODs.

(f) Sign CE documentation on behalf of the Agency.

(g) Determine, in instances where MARAD may exercise discretion over the appropriate level of public participation or dissemination of environmental documents, whether to

submit an environmental document for public notice and comment and the form of any such participation or dissemination.

(3) The Maritime Administration Chief Counsel (or designee as appropriate):

(a) Act as legal advisor to the Office of Environmental Compliance; and upon request, provide legal advice for compliance with NEPA to all decision-makers.

(b) Perform a legal sufficiency review of NOIs and NOAs, final EAs and FONSIs, draft and final EIS and RODs.

(c) NOIs, NOAs, FONSIs, RODs, draft and final EAs, draft and final EISs, and any other documentation considered part of the Administrative Record shall be reviewed by MARAD's Office of Chief Counsel for legal sufficiency prior to the document being shared with any member of the public.

(4) All Associate Administrators (AA), Independent Office Directors, USMMA, and Field Activity Heads:

(a) Advance and promote knowledge of NEPA and environmental requirements to their organizations.

(b) Notify the Office of Environmental Compliance regarding potential proposed actions that require NEPA review.

(c) Prepare necessary environmental documentation with guidance and assistance from the Office of Environmental Compliance.

(d) Work collaboratively with the Office of Environmental Compliance and ensure all environmental documentation is reviewed and signed by the Director, Office of Environmental Compliance or the Associate Administrator for Environment and Compliance.

(5) Project Applicants (e.g. MARAD, USMMA, Grantees, Deepwater Port Applicants, or contractors and agents acting on behalf, or for the benefit, of MARAD) should:

(a) Consult with the Office of Environmental Compliance, who has sole responsibility to determine the level of NEPA review appropriate for the proposed action.

(b) Work collaboratively with the Office of Environmental Compliance and ensure all environmental documentation is reviewed and signed by the Director, Office of Environmental Compliance or the Associate Administrator for Environment and Compliance, as appropriate.

(c) Comply with this Order if preparing environmental documents (e.g. EA or EIS) with MARAD supervision.

(d) Coordinate any required local notifications and coordinate with the Office of Environmental Compliance to oversee the process of necessary public meetings, hearings, or other public involvement to comply with the public participation requirements in this Order. The project applicant, with assistance from the Office of Environmental Compliance and the Office of Chief Counsel, will prepare the notifications and ensure that other stakeholders are notified, as necessary.

(e) Where MARAD seeks public comments on EAs or EISs, provide assistance with processing the comments, as appropriate.

c. Determination of the Level of NEPA Review. MARAD has identified the following levels of NEPA review. (See Section 6 of this Order).

(1) A determination of the NEPA level of review is made by the Office of Environmental Compliance once sufficient information has been provided to make the determination and federal funding has been awarded, thus starting the schedule and corresponding deadlines. MARAD, in consultation with the project applicant, will prepare a schedule of NEPA activities to complete the required NEPA review within one year or two years, as appropriate.

(2) An EIS will be prepared for any proposed major Federal action significantly affecting the environment. Listed below are types of proposed actions that normally require the preparation of an EIS:

(a) Deepwater Port license applications

(b) Large port infrastructure projects

(3) If a decision has not been made to prepare an EIS and a proposed action is not categorically excluded pursuant to section 30e, , an EA will be prepared.

(4) Draft and final EAs, draft and final EIS, NOIs, NOAs, FONSIs, RODs, and any other documentation considered part of the Administrative Record shall be reviewed by MARAD's Office of Chief Counsel for legal sufficiency prior to the document being shared with any member of the public.

d. NEPA and Agency Decision Making.

(1) The Office of Environmental Compliance will work with project applicants in an iterative process to aid efficient completion of the environmental documentation in accordance with the provisions of this Order and related authorities. Non-federal entities without an identified major federal action are not eligible for the NEPA review process. This decision is at the discretion of the Director, Office of Environmental Compliance.

(2) All necessary environmental documentation must be completed before a final decision is made to proceed with an action. Consistent with Section 7 of this Order, no action concerning the proposed action may be taken that would adversely impact existing environmental resources; significantly alter the existing conditions of the site in any way; or limit the choice of reasonable alternatives for the proposed action until the NEPA review process has been completed. In the case of financial assistance, funding shall not be expended by the project applicant unless it has first received written approval from MARAD.

(3) Long-Lead Time Purchases and Pre-NEPA Field Investigations.

(a) Project applicants may purchase construction materials or equipment with long lead times prior to the completion of NEPA, so long as the purchase of such equipment or materials does not limit the choice of reasonable alternatives. Long lead time equipment or materials may not be purchased without prior notification and approval from MARAD. Expending any funds associated with the proposed action without prior written approval from MARAD may result in the revocation of the recipient's Federal assistance. Long lead time items are those that require more than six months from time of order to the time of delivery. Associated factors could include the complexity of the item or market availability, unknown fabrication dates due to supply chain issues, or built to order items. Approvals will be made on individual elements or items based on the justification provided. The proposed construction schedule cannot be used as

justification to request purchasing a piece of equipment or construction materials prior to the completion of NEPA. The Office of Environmental Compliance, in conjunction with the appropriate MARAD program office and Office of Chief Counsel, has discretion in determining what constitutes a long-lead time item.

(b) MARAD recognizes that certain field surveys, studies, and/or investigations are necessary to collect data, inform an environmental document, and comply with regulatory permits. Pedestrian and desktop site surveys are permitted during the NEPA review and do not require MARAD approval. However, certain field surveys that require minimally invasive environmental disturbances to the natural and manmade environment are permitted only with prior notification to and approval from MARAD. Disturbances to the natural and manmade environment include, but are not limited to, any change to existing infrastructure, soil, vegetation, wetlands, waterbodies, water discharges, or air emissions within or related to the proposed action. As such, preliminary engineering and other analyses such as topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic and hydraulic analyses, utility engineering, traffic studies, and hazardous materials assessments may be authorized by MARAD after notice from the project applicant. The Office of Environmental Compliance, in conjunction with the appropriate MARAD program office and Office of Chief Counsel, has discretion in determining whether the surveys, studies, and/or investigations are allowable.

(c) Final design activities, project construction, and/or other elements associated with the proposed action that will adversely impact the environment or limit the choice of reasonable alternatives shall not proceed until the MARAD Office of Environmental Compliance deems the NEPA process complete.

e. Categorical Exclusions. MARAD may utilize its own agency CEs, in addition to DOT's CEs listed in Appendix A or another agency's CEs, using the procedures described in this section and DOT Order 5610.1D, Section 9, to categorically exclude a proposed action. MARAD has identified seven categories of action, which under normal circumstances do not result in reasonably foreseeable significant environmental impacts, and for which preparation of an EA or an EIS is therefore not necessary. CEs will be signed by the Director, Office of Environmental Compliance, or their designee.

(1) Administrative procurements (e.g., general supplies), contracts for personal services, personnel actions, project amendments which do not significantly alter the environmental impact of an action; and operating or maintenance subsidies, ship financing guarantees, deferred tax programs, etc., not resulting in a change in the effect on the environment.

(2) Research studies and activities, including those at the Computer-Aided Operations Research Facility, which do not involve the direct construction of facilities.

(3) Internal orders and procedures not required to be published in the Federal Register promulgation of rules, regulations, directives, and amendments thereto which do not require a regulatory impact analysis under section 3 of or do not have a potential to cause a significant impact on the environment; routine enforcement of statutes, rules, and safety and environmental standards and requirements, e.g., enforcement of statutes and rules regarding transfer of certain U.S.-flag vessels to any person not a citizen of the United states (sections 9, 31 when operative, and 41, Shipping Act, 1916, as amended) and enforcement of requirements for admission to the United States Merchant Marine Academy (section

1303, Merchant Marine Act, 1936, as amended and 46 CFR Part 310, Subpart C); and hearings , meetings, and public affairs activities.

(4) Reconstruction, modification, modernization, replacement, repair, and maintenance (including emergency replacement, repair, or maintenance) of equipment, facilities, or structures which do not change substantially the existing character of the equipment/facility/structure.

(5) Purchase, installation, or replacement of operating or maintenance equipment to be located within a Maritime Administration facility and with no significant physical impacts off the site.

(6) Acquisition of land in which the property will not be modified, its use will not be changed J and displacements will not occur.

(7) Project or program actions for which applicable environmental documentation has been prepared previously and environmental circumstances have not subsequently changed.

(8) Excessing and disposing of Maritime Administration personal or real property to the General Services Administration or otherwise; use of space in Maritime Administration-owned buildings or buildings which are constructed for or controlled by the General Services Administration; lease of existing buildings; lease of space for a term of one year or less; and renewal of existing leases that do not involve significant changes in use of property.

(9) Demolition and removal of buildings and other structures; water, sewage, electrical, gas, or other utility extensions of temporary duration; new gardening or landscaping, or the maintenance of existing landscape, filling of earth into previously excavated land with material compatible where the surface is restored and excavated material is protected against was and runoffs; grading on land with a slope of less than 10 percent; removal of obstructions on Maritime Administration property; and erosion control actions with no o ff-Maritime Administration property impact.

(10) Construction on Maritime Administration installations of small (30,000 square feet or less) structures such as storage buildings, garages, small parking areas, foot or bicycle paths; installation of signs, fences, and security lighting; minor expansion of facilities which require no additional land; and where expansion is due to remodeling of space in current quarters or existing buildings.

f. Extraordinary Circumstances. With respect to the CEs listed above, extraordinary circumstances include, but are not limited to, the following:

(1) The proposed action is greater in scope or size than normally encompassed for actions in the category.

(2) The proposed action is controversial or likely to create controversy on environmental grounds.

(3) The proposed action increases in traffic congestion or traffic volumes on any mode of transportation.

(4) The proposed action includes in-water work.

(5) The proposed action is inconsistent with any applicable Federal, State, Tribal, or local law, requirement, or administrative determination relating to the protection of the environment.

MARAD may determine that, notwithstanding the extraordinary circumstance, the proposed agency action is not likely to result in reasonably foreseeable adverse significant impacts and apply the CE.

g. Reliance on Existing Environmental Documents.

(1) Reevaluation. After a FONSI or ROD is signed, the environmental commitments, environmental setting and circumstances, or project design may change. In such a case, a reevaluation of the environmental document may be necessary. Alternatively, the project applicant may request or amend the scope of the proposed action, in which case a reevaluation may be necessary.

(a) During a reevaluation, MARAD will evaluate the existing environmental document to determine whether it remains adequate, accurate, and valid, or whether a new or supplemental NEPA analysis is needed. Such reevaluation shall be in writing.

(b) For the simplest and least environmentally intrusive projects (e.g., CEs), reevaluations should succinctly verify whether the scope of the project remains essentially the same, address any changes to the project and resulting impacts to natural, cultural, or social resources, and determine whether the prior environmental document remains valid.

(c) For where an EA or EIS was originally prepared, additional analysis may be required to support a conclusion that there are no new significant impacts and that the prior environmental document remains valid for the requested action or next phase of the project. These additional analyses may be incorporated by reference into the reevaluation documentation or the supplemental document, if one is appropriate.

(d) Reevaluation of an EA or EIS shall occur if more than five (5) years have passed since the date the environmental document was issued and the proposed action has not yet begun, additional federal approvals are required, or MARAD's Office of Environmental Compliance determines that a re-evaluation is warranted.

(e) Reevaluations may also apply to tiered or programmatic environmental documents. When MARAD relies on tiered or programmatic environmental documents, the subsequent environmental document should reevaluate the higher-level documents on which they rely.

(f) During a reevaluation MARAD will coordinate with other agencies, as appropriate. The Office of Environmental Compliance should identify the applicable cooperating and participating agencies to the original environmental document to determine who should be consulted during the reevaluation process.

(g) When a reevaluation indicates supplemental review is warranted due to significant, or potentially significant, new impacts, a supplemental EA or EIS will be prepared.

h. Procedures for Applicant-Prepared Environmental documents.

(1) MARAD is responsible for the accuracy, scope, and content of all environmental documents, and must independently evaluate and ensure that they are prepared with professional and scientific integrity, using reliable data and resources.

(2) A project applicant/grantee may prepare or MARAD may delegate the preparation of an environmental document (EA or EIS) and other supporting environmental documentation for a proposed action to grantees, deepwater port applicants, contractors, or agents acting

on behalf, or for the benefit, of MARAD. Project applicants may prepare Environmental documentation contemporaneously with a funding or deepwater port application.

(a) Project applicant should consult with the Office of Environmental Compliance, who has sole responsibility to determine the appropriate NEPA level of review.

(b) Prior to entering into a contract for the preparation of an environmental document, MARAD will review proof of a proposed contractor's qualifications and expertise in the preparation of environmental documentation to avoid delays in implementing the proposed action. No contractor may be retained prior to approval from the Office of Environmental Compliance.

(c) MARAD will require an approved contractor to execute a disclosure statement, consistent with Section 7e, specifying any financial or other interest if applicable, or stating it has no financial or other interests in the outcome of the proposed action.

(d) Environmental documents prepared by project applicants or third-party contractors should consist of a technically complete document, including attachments and/or appendices that do not have any outstanding information or known data gaps. Draft environmental documents should be submitted to the Office of Environmental Compliance in Word format, consistent with the provisions outlined in Section 10. Revised draft environmental documents (all subsequent reviews after the initial review) should be submitted to MARAD in Word format with track changes. Comments from MARAD should not be deleted by the project applicant; MARAD will resolve if the response to the comment is sufficient. MARAD will advise when it is appropriate for the project applicant to submit a final copy of the environmental document. The final environmental document should be submitted in pdf format. All documents must be in compliance with Section 508 of the Rehabilitation Act of 1973.

(e) The scope of work and schedule must be approved by the Office of Environmental Compliance. The information should be of sufficient detail for MARAD to determine the NEPA level of review. Design of the proposed action should not be less than 30%.

(f) When preparing a schedule for completion of NEPA review:

1. The Office of Environmental Compliance will coordinate with the project applicant to obtain and review all the necessary information to determine if an EA or EIS is the required level of NEPA review (e.g. the application, project scope, desktop reviews, permits, previous environmental analyses, and a site visit).
2. The Office of Environmental Compliance will provide a generic schedule template for the project applicant to complete.
3. The NEPA completion schedule should include dates for completion of important milestones: Agency consultations, reviews, permits, authorizations, start and end dates. See Sections 10 and 14 for deadlines.
4. The Office of Environmental Compliance will review and approve the schedule.

(g) Project applicants should work collaboratively with the Office of Environmental Compliance and ensure all environmental documentation is streamlined to the maximum extent practicable.

(h) MARAD will evaluate, in a single review, environmental impact statement/proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action, consistent with 42 U.S.C. § 4336a(b). MARAD will make the determination of independent utility for projects with potential connected actions, as applicable consistent with section 6b above.

i. Where the Public Can Access Information or Status Reports on Projects. MARAD will publish final EAs, FONSIs, final EISs, and RODs on MARAD's webpage and/or the project applicant/grantee webpage. Interested persons may obtain information on MARAD environmental procedures and on the status of environmental analysis conducted by MARAD from the Office of Environmental Compliance, U.S Maritime Administration, 1200 New Jersey Ave. SE Washington, DC 20590. Email: MARAD.NEPA.comments@dot.gov.

31. SUBPART D. NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

This subpart, DOT Order 5610.1D, and other applicable laws, regulations, and Executive Orders apply to all elements of the National Highway Traffic Safety Administration (NHTSA) and all NHTSA actions, including but not limited to, new or revised agency rules and regulations, as well as projects and programs that are entirely or partly financed, assisted, conducted, regulated, or approved by NHTSA.

a. Applicability. NHTSA is required to conduct a NEPA review for proposed major federal actions and has no additional specific requirements from section 3 of this Order.

b. Roles and Responsibilities. In administering the National Environmental Policy Act (NEPA) process to NHTSA actions, the following responsibilities apply:

(1) NHTSA Administrator. The NHTSA Administrator is the designated senior agency official responsible for the overall review of agency NEPA compliance, including resolving implementation issues.

(2) Associate Administrators. Each Associate Administrator, in consultation with the Deputy Chief Counsel, is responsible for determining, in accordance with this Order and this subpart, whether the projects and activities under their jurisdiction require an environmental review and for preparing the required reviews.

(3) Deputy Chief Counsel. The Deputy Chief Counsel serves as the designee to the NHTSA Administrator in carrying out their responsibilities for administering NEPA.

c. Determining the Appropriate Level of NEPA Review. NHTSA has identified the following levels of NEPA review. (See Section 6 of this Order).

(1) The Associate Administrator, or their designated representative, must conduct a preliminary analysis of any proposed action to determine the appropriate level of NEPA review, in accordance with the NEPA statute, DOT Order 5610.1D Section 6, and this subpart.

(2) NHTSA actions which normally require an EA may include, but are not limited to, rulemaking actions for which no applicable categorical exclusion has been established; and for which the action is not likely to have significant impacts, or for which the significance of the impacts is unknown.

(3) NHTSA actions which normally require an EIS may include, but are not limited to, rulemaking actions which are likely to have significant impacts on the quality of the human environment.

d. NEPA and Agency Decisionmaking.

(1) NHTSA should coordinate with appropriate Federal, State, Tribal, or local agencies, as well as any interested persons and organizations, when their involvement is reasonably foreseeable during the early stages of environmental review, to assist in identifying areas of significance and concern.

(2) While work on a required programmatic environmental review is in progress and the action is not covered by an existing programmatic review, NHTSA must not undertake in the interim any major Federal action covered by the program that may significantly affect the quality of the human environment unless such action:

(a) Is justified independently of the program;

(b) Is itself accompanied by an adequate environmental review; and

(c) Will not prejudice the ultimate decision on the program. Interim action prejudices the ultimate decision on the program when it tends to determine subsequent development or limit alternatives.

(3) NHTSA must integrate the environmental review into the decision-making process by requiring that relevant environmental documents, comments, and responses accompany the proposal through existing agency review processes, so that the environmental document is used in the decision-making process. NHTSA must include all relevant environmental documents, comments, and responses as part of the record in rulemaking proceedings.

(4) Rulemaking Proceedings. When preparing environmental documents for regulatory actions, NHTSA should combine public notice and comment processes under NEPA with those required by the rulemaking process wherever possible. Absent special circumstances, NHTSA must allow 30 days to comment on public documents. NHTSA may consider longer comment periods as appropriate. When simultaneously requesting public comment on regulatory action and its associated environmental document, and if a comment period is extended for the rulemaking process, NHTSA must also extend the comment period for the NEPA process and provide public notice accordingly. NHTSA must consider public comments and address them in final EAs and EISs.

(5) Use of Contractors. NHTSA must exercise care in selecting contractors and in reviewing their work to ensure complete and objective consideration of all relevant project impacts and alternatives. Where NHTSA authorizes a contractor to prepare an environmental document under its supervision, NHTSA must review and approve the entire environmental document and take responsibility for its accuracy, scope, and contents.

(a) Contractors may prepare background or preliminary material and assist in preparing environmental documents for which NHTSA takes responsibility.

(b) Contractors may not prepare a FONSI or ROD. NHTSA is solely responsible for preparing these environmental documents.

e. Categorical Exclusions. NHTSA may utilize DOT's CEs listed in Appendix A or another agency's CEs, using the procedures described in this section and DOT Order 5610.1D, Section 9, to categorically exclude a proposed action.

(1) When applying a CE to a proposed action, NHTSA must document the following, at a minimum:

(a) A description of the proposed action.

(b) The applicable CE reference and an explanation of its applicability to the proposed action.

(c) An analysis of the potential for extraordinary circumstances to occur in which a normally excluded action may have a significant impact.

(2) NHTSA must include the name of the preparer in the CE documentation and obtain approval from the Associate Administrator before submitting it with the proposal for the action.

(3) In addition to the procedures identified in this section, when NHTSA applies a CE to a rulemaking action, NHTSA must include the following in the rulemaking text or the rulemaking docket:

(a) The applicable CE reference and an explanation of its applicability to the proposed action.

(b) A summary of NHTSA's conclusions on the potential for extraordinary circumstances to occur.

(4) For any action that is normally categorically excluded, NHTSA must evaluate the action to determine if the extraordinary circumstances listed in Section 9.c. of this Order may apply.

(5) NHTSA may determine that, notwithstanding the extraordinary circumstance, the proposed agency action is not likely to result in reasonably foreseeable adverse significant impacts and apply the CE. NHTSA may consider whether mitigating circumstances or other conditions are sufficient to avoid significant impacts and therefore categorically exclude the proposed action.

f. Environmental Assessments. NHTSA may include a regulatory EA in the regulatory notices and analyses section of the Advanced Notice of Proposed Rulemaking, Notice of Proposed Rulemaking, supplemental Notice of Proposed Rulemaking, Direct Final Rule, or Interim Final Rule, or as a stand-alone document in the Regulations.gov docket for the rulemaking action.

g. Reliance on Existing Environmental Documents. NHTSA may rely on existing environmental documents as outlined in Section 18.

(1) Reevaluations and Supplemental Environmental Documents. NHTSA must reevaluate and prepare supplements to either draft or final EISs if a major Federal action remains to occur, and NHTSA either makes substantial changes to the proposed action that are relevant to environmental concerns; or there are significant new circumstances or information relevant to environmental concerns and bearing on the proposed action or its impacts. NHTSA should prepare, publish, and file a supplement to an EA or EIS (exclusive of scoping) as a draft and final EA or EIS, as is appropriate to the stage of the environmental document involved.

h. Where the Public Can Access Information or Status Reports on the NEPA Process.

(1) Website. The Deputy Chief Counsel is responsible for making available environmental documents, relevant notices, and other relevant information on NHTSA's website for use by agencies and interested persons. Interested persons may obtain information regarding the status of environmental documents and other elements of the NEPA process by contacting nhtsa.nepa_mailing@dot.gov.

(2) EIS Publication. NHTSA must publish an EIS for public review as three individual files: (1) Summary; (2) EIS Document (chapters); (3) EIS Appendices (if applicable). The three files

comprising the EIS should be posted to the NHTSA website, the appropriate docket, and e-NEPA, along with the public comment period end date.

32. SUBPART E. PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

This subpart, DOT Order 5610.1D, and other applicable laws, regulations, and Executive Orders apply to all elements of the Pipeline Hazardous Materials Safety Administration (PHMSA) and all PHMSA actions, including but not limited to, new or revised agency rules and regulations, as well as projects and programs that are entirely or partly financed, assisted, conducted, regulated, or approved by PHMSA.

a. Applicability. PHMSA's mission is to protect people and the environment by advancing the safe transportation of energy and other hazardous materials. To do this, the agency establishes national policy, sets, and enforces standards, educates, and conducts research to prevent incidents. Based on this mission, PHMSA's major Federal actions that are subject to NEPA review generally fall into three categories: regulatory actions, special permits, and natural gas distribution grant actions:

   (1) Regulatory Actions. PHMSA promulgates regulations to improve the safety of transportation of hazardous materials in all modes, including the Hazardous Materials Regulations (49 CFR parts 171–180) and the Pipeline Safety Regulations (49 CFR parts 190– 199). PHMSA does not site, permit, or authorize transportation infrastructure or the transportation of hazardous materials. PHMSA's regulatory standards are intended to reduce the likelihood of release of hazardous materials into the human environment during ongoing transportation of hazardous materials.

   (2) Special Permits. A Special Permit sets forth alternative requirements, or variances, to the requirements in the Hazardous Materials Regulations (49 CFR parts 171–180) or Pipeline Safety Regulations (49 CFR parts 190–199).PHMSA may issue such variances if the applicant demonstrates an equivalent level of safety will be achieved or, if a required safety level does not exist, the alternative requirements are consistent with the public interest.

   (3) Natural Gas Distribution Grants. PHMSA awards grants under programs including the Natural Gas Distribution Infrastructure Safety and Modernization grant program. This program assists municipalities or community-owned utilities (not including for-profit entities) in the repair, rehabilitation, or replacement of their natural gas distribution pipeline systems or portions thereof or in the acquisition of equipment to (1) reduce incidents and fatalities and (2) avoid economic losses.

   (4) Other PHMSA actions subject to NEPA review may include administrative actions, such as administrative procurements or personnel actions.

b. Roles And Responsibilities. In administering the National Environmental Policy Act (NEPA) process to PHMSA's actions, the following responsibilities apply:

   (1) Pipeline and Hazardous Materials Safety Administration (PHMSA) Administrator. The Administrator or designee is responsible for ensuring Agency compliance with NEPA pursuant to delegated authority under DOT regulation 49 CFR 1.81(a)(5).

      (a) The Administrator or designee must review and approve all final EIS and RODs.

      (b) The Administrator or designee must appoint an Agency Environmental Coordinator within the Environmental Analysis and Compliance Division (EACD) to manage day-to-day NEPA functions, including approval of any CE determination, EA, FONSI, or DEIS. The

Agency Environmental Coordinator, or a designee, must lead and review development of all CEs, EAs, FONSIs, EISs and RODs.

(2) Agency Environmental Coordinator. The Agency Environmental Coordinator must implement the provisions of NEPA on behalf of the Administrator or designee. This includes serving as an initial point of contact for interested parties to request information or status reports on environmental documents and other elements of the NEPA process. PHMSA must post the name and contact information of this individual on PHMSA's website.

(a) The Agency Environmental Coordinator, or a designee, must lead and review development of all CEs, EAs, FONSIs, EISs and RODs.

(b) The Agency Environmental Coordinator must implement a training program to ensure all PHMSA personnel engaged in programs and projects that may include a federal action subject to NEPA are familiar and comply with this Order.

(c) The Administrator delegates authority to the Agency Environmental Coordinator to designate a Lead Environmental Protection Specialist and a Federal Preservation Officer.

(3) Lead Environmental Protection Specialist. The Lead Environmental Protection Specialist or appropriate representative must coordinate NEPA activities for grant programs and is authorized to approve EAs, FONSIs, and CE determinations for these programs, following consultation with the Program Offices and PHMSA Office of Chief Counsel, and final authorization from the Agency Environmental Coordinator.

(4) Federal Preservation Officer. The Federal Preservation Officer is authorized to act as the PHMSA agency official, under 36 CFR 800, consult on the behalf of PHMSA, sign PHMSA correspondence, and identify Program Alternatives for the purpose of compliance with section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation.

(5) PHMSA Office of Chief Counsel. The PHMSA Office of Chief Counsel will review all EAs, FONSIs, Draft EISs, Final EISs, RODs, and analyses under Section 4(f) of the U.S. Department of Transportation Act (49 U.S.C. § 303). At its discretion, the Office of Chief Counsel may review any other environmental document, including CE determinations, to ensure legal compliance and assess legal risk.

c. Categorical Exclusions. PHMSA may utilize its own agency CE, in addition to DOT's CEs listed in Appendix A or another agency's CEs, using the procedures described in this section and DOT Order 5610.1, Section 9, to categorically exclude a proposed action. Approved CEs will be posted on the PHMSA website at www.phmsa.dot.gov/planning-and-analytics/environmental-analysis-and-compliance/implementing-procedures

(1) Equipment acquisition (including purchase or lease) of handheld and mobile methane detection equipment and associated vehicles.

(2) Granting, renewing, or denying a special permit related to waiving class location or odorization requirements, following the procedures set forth in 49 CFR 190.341, including the identification of any enforceable conditions, imposed pursuant to 49 CFR 190.341(d)(2), that are required to prevent and address pipeline safety and environmental risk.

(3) Rulemaking actions by the Office of Hazardous Materials Safety, other than deregulatory rulemaking actions, within one of the following categories:

(a) Policies, directives, regulations, and guidelines that are of an administrative, financial, legal, technical, or procedural nature;

(b) Regulations designating, defining, or classifying regulated materials (hazardous materials, hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 CFR part 173);

(c) Regulations imposing requirements on transportation of regulated materials, including shipping papers, marking, labeling, placarding, emergency response information, training, and safety and security plans;

(d) Regulations concerning stowage and segregation of regulated materials in transportation, including rail car, portable tank, and cargo tank placement; loading, unloading, transportation, and storage of regulated materials by mode (rail, aircraft, vessel, and highway); revising standards for bulk and non- bulk packages (cylinders, portable tanks, cargo tanks, radioactive packages, intermediate bulk containers, drums, jerricans, boxes, and composite packagings, etc.); or incident reporting or tracking of regulated movements;

(e) Editorial or technical revisions and clarifications to correct editorial errors and improve clarity; and

(f) Training, testing, and qualification of regulated materials personnel.

(4) Rulemaking actions by the Office of Pipeline Safety, other than deregulatory rulemaking actions, within one of the following categories:

(a) Policies, directives, regulations, and guidelines that are of an administrative, financial, legal, technical, or procedural nature;

(b) Regulations concerning corrosion control; training, testing, and qualification of operator personnel; or emergency response;

(c) Editorial or technical revisions and clarifications to correct editorial errors and improve clarity; and

(d) Revisions to civil penalty amounts that may be imposed for violations of certain DOT regulations.

(5) Repair, rehabilitation, or replacement of natural gas distribution pipelines and associated equipment within existing rights-of-way or easements. Associated actions include but are not limited to replacement of service lines, meters, metering stations, valves, taps, abandonment in place or abandonment by removal, minor excavation, replacement of pavement of existing roadway and/or sidewalks, and relocation within existing rights-of-way or easements. Actions will follow the applicable safety standards and requirements described at 49 CFR part 192.

d. Extraordinary Circumstances.

Extraordinary circumstances are factors or circumstances that indicate that a normally categorically excluded action may have a significant environmental impact. If an extraordinary circumstance exists, the Agency Environmental Coordinator, or designated representative, must consult the PHMSA Office of Chief Counsel and Program Offices to confirm whether the use of a

CE is appropriate. PHMSA may determine that, notwithstanding the extraordinary circumstance, the proposed agency action is not likely to result in reasonably foreseeable adverse significant impacts and apply the CE. If the Agency Environmental Coordinator or designated representative determines that use of a CE is inappropriate, the level of NEPA review should typically be an EA or EIS subject to the final determination of the Administrator. PHMSA will apply the extraordinary circumstances listed in Section 9.c. of this Order. Additional extraordinary circumstances PHMSA should consider include, but are not limited to:

(1) The proposed action may increase the likelihood of a reasonably foreseeable release under the Hazardous Materials Regulations (49 CFR parts 171–180) or Pipeline Safety Regulations (49 CFR parts 190–199).

(2) The proposed action may have an adverse impact on Floodplains, as defined in Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, and DOT Order 5650.2. PHMSA's compliance with these Orders will inform its extraordinary circumstances analysis.

e. Procedures for Applicant-Prepared Environmental documents. PHMSA is responsible for the accuracy, scope, and content of all environmental documents, and must ensure they are prepared with professional and scientific integrity, using reliable data and resources. In accordance with section 107(f) of NEPA, applicants, including applicant-directed contractors, may prepare EAs and EISs under PHMSA's supervision, subject to the following procedures:

(1) If an applicant chooses to use a contractor to prepare an environmental document, PHMSA must ensure that all costs of using a contractor will be borne by the applicant. Furthermore, PHMSA must ensure a disclosure statement is prepared for the contractor's execution specifying that the contractor has no financial or other interest in the outcome of the action.

(2) PHMSA must participate in and supervise the document's preparation. PHMSA must assist contractors and applicants by providing guidance and outlining the types of information required for the preparation of the environmental document. Additionally, PHMSA must collaborate with the contractor to ensure the analysis is focused on areas where there is a higher potential for significant impacts.

(3) PHMSA must review and approve the statement of purpose and need and the alternatives that will be considered in the environmental document at an early time, before the applicant (or the applicant's contractor) prepares the rest of the environmental document.

(4) PHMSA must independently evaluate the environmental document and take responsibility for its accuracy, scope, and contents. PHMSA may choose in its discretion to accept, edit, revise, or independently author sections of the document or the whole document.

(5) PHMSA must include a statement in any environmental document prepared by an applicant or contractor stating that PHMSA has independently evaluated the document for its accuracy, scope, and contents. The environmental document must include the names and qualifications of individuals responsible for preparing and reviewing the document, including those individuals from PHMSA responsible for conducting the Agency's independent evaluation.

(6) PHMSA must independently prepare FONSIs and RODs without the support of an applicant or their contractor.

(7) PHMSA must ensure that the applicant preserves and includes in a decision file all factual, scientific, or technical information used, developed, or considered by the applicant in the course of preparing the draft environmental document, including any correspondence with PHMSA or with third parties.

f. Where the Public Can Access Information or Status Reports on Projects. Interested persons may find information on projects and agency initiatives at PHMSA's Newsroom, located on the PHMSA website at https://www.phmsa.dot.gov/newsroom.

(1) Regulatory Actions. PHMSA must notify the public of the availability of Draft EAs and DEISs for regulatory actions subject to public notice and comment, to solicit public comment. PHMSA may publish the Draft EA in the "Regulatory Notices and Analyses" section of a Notice of Proposed Rulemaking or supplemental Notice of Proposed Rulemaking, or as a standalone document in the docket for the rulemaking action, found at www.regulations.gov (in which case PHMSA must include a citation to the docket in the "Regulatory Notices and Analyses" section).

(2) Special Permits. Special permits and associated environmental documents are posted in the Federal Register and available at www.regulations.gov. Copies these documents are also posted on the PHMSA website at https://www.phmsa.dot.gov/guidance. A special permit, or regulatory waiver, is an order by which PHMSA waives compliance with one or more of the requirements in the hazardous material regulations (49 C.F.R. Parts 171-180) or pipeline safety regulations (49 C.F.R. Parts 190-199), subject to conditions set forth in the permit.

(3) Natural Gas Distribution Grants. For site-specific construction projects, such as natural gas distribution grants, PHMSA provides public access to CEs, EAs, and DEISs on PHMSA's website at https://www.phmsa.dot.gov/about-phmsa/working-phmsa/grants/pipeline/phmsa-tier-2-site-specific-environmental-assessment. PHMSA must solicit public comment on Draft EAs and DEISs. PHMSA will confirm that grantees must also make these documents available in a location that is locally accessible to where the proposed action is located.

Appendix A – List of Department of Transportation Categorical Exclusions

The following CEs are for DOT actions. OAs may utilize these CEs for their projects. When an OA uses these CEs, they may do so without following the cross-modal CE sharing process. When using these CEs, the OA must evaluate the extraordinary circumstances outlined in Section 9.

1. Administrative procurements (e.g., general supplies) and contracts for personnel services.
2. Personnel actions (e.g., promotions, hirings).
3. Training, technical assistance, and educational and informational programs and activities.
4. Project amendments (e.g., increases in costs) which do not significantly alter the environmental impact of an action.
5. Operating or maintenance subsidies when the subsidy will not result in a change in the effect on the environment.
6. The following actions relating to economic regulation of airlines:
    a. Actions implementing the essential air service program;
    b. Enforcement proceedings;
    c. Actions approving a carrier agreement; acquisition of control, merger, consolidation, or interlocking relationship;
    d. Finding a carrier fit under Section 410 of the Federal Aviation Act of 1958;
    e. Approving or setting carrier fares or rates;
    f. Route awards involving turboprop aircraft having a capacity of 60 seats or less and a maximum payload capacity of 18,000 pounds or less;
    g. Route awards that do not involve supersonic service and will not result in the increase in commercial aircraft operations of one or more percent;
    h. Determinations on termination of airline employees;
    i. Actions relating to consumer protection, including regulations;
    j. Authorizing carriers to serve airports already receiving the type of service authorized;
    k. Granting temporary or emergency authority;
    l. Negotiating bilateral agreements;
    m. Registration of an air taxi operator pursuant to the Department's Regulations (14 CFR Part 298); and
    n. Granting of charter authority to a U.S. or foreign air carrier under sections 401, 402 or 416 of the Federal Aviation Action or the Department's Economic Regulations.

7/1/25

Sean P. Duffy
Secretary of Transportation

Date

ATTACHMENT L:
Davis Bacon DOL Pamphlet 600, Issue 51

MINIMUM RATES OF PAY
For Laborers and Mechanics

Effective Sept. 1, 2025 Issue 51

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT
Wage and Hour

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THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
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September 1, 2025

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wages.

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2025.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2025, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **On the date the prime contract is awarded, the 24-month period begins.** Upon expiration of this period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures. If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

Effective July 1, 2025, Alaska Statutes 23.10.066–23.10.069 (Alaska's Paid Sick Leave Requirements) take effect. Accordingly, for all projects bid after this date, contractors must comply with the paid sick leave provisions. When calculating the regular rate for sick time, contractors are required to include prevailing wages, specifically the base hourly rate (BHR), for all hours worked on site in accordance with the applicable pamphlet.

For additional copies of this pamphlet go to: http://labor.state.ak.us/lss/pamp600.htm and for questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,

Catherine Muñoz
Commissioner

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On the cover: Travis Jones fixes a tug luggage tractor, photo by Kim Unzicker

Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.
This chapter applies only to a public construction contract that exceeds $25,000.

Sec. 36.05.010. Wage rates on public construction.
A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.
All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed $5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

(b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.

(c) A contracting agency

(1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that

(A) the primary contractor has complied with (a) and (b) of this section;

(B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and

(C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

(2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.

(d) The notice and filing fee required under (a) of this section may be filed after work has begun if
   (1) The public construction contract is for work undertaken in immediate response to an emergency; and
   (2) The notice and fees are filed not later than 14 days after the work has begun.

(e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than $100 nor more than $1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

(a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

(b) Repealed by §17 ch 142 SLA 1972.

(c) A public construction contract under (a) of this section must contain provisions that
   (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
   (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
   (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
   (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
      (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
      (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

(a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

Sec. 36.05.900. Definition.
In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here

8 AAC 30.051. Purpose. The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

8 AAC 30.052. Board and lodging; remote sites. (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

8 AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers and Mechanics Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) east of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

8 AAC 30.056. Alternative arrangement. Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

8 AAC 30.900. General definitions (selected excerpts only):

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

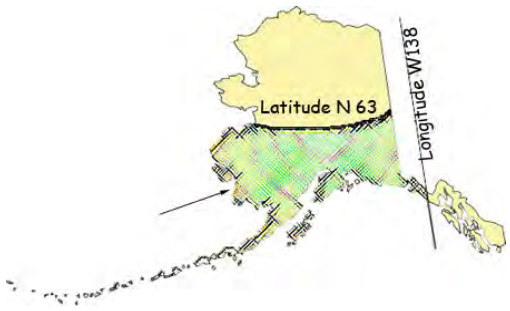
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

Per Diem Rate: As of May 1, 2019, the minimum per diem rate is $100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of $48 per day for meals to meet the per diem requirements.

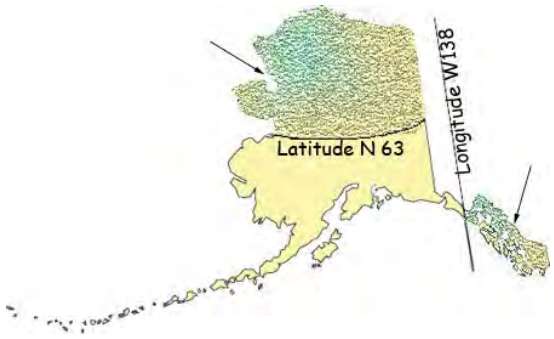
LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:

S1201-
S1206



N1201-
N1206



APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

PAID SICK LEAVE

Effective July 1, 2025, the provisions of Alaska Statutes 23.10.066–23.10.069, relating to paid sick leave, shall apply. For all projects bid after July 1, 2025, contractors are required to comply with these statutory provisions. The regular rate of pay for sick leave must be calculated to include prevailing wages, defined as the base hourly rate (BHR), for all hours worked on site in accordance with the applicable pamphlet.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

(1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
(2) a brief narrative explaining why special wage rates are necessary;
(3) the job class or classes involved;
(4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
(5) the approximate number of employees who would be affected; and
(6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: statewide.wagehour@alaska.gov

EMPLOYMENT PREFERENCE INFORMATION

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State's 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.
A copy of the Attorney General opinion is found here:

http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf

Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour
Web site: http://labor.state.ak.us/lss/pamp600.htm

Anchorage	Juneau	Fairbanks
1251 Muldoon Road, Suite 113 Anchorage, Alaska 99504-2098 Phone: (907) 269-4900 Email: statewide.wagehour@alaska.gov	PO Box 111149 Juneau, Alaska 99811 Phone: (907) 465-4842 Email: statewide.wagehour@alaska.gov	Regional State Office Building 675 7th Ave., Station J-1 Fairbanks, Alaska 99701-4593 Phone: (907) 451-2886 Email: statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, https://public.govdelivery.com/accounts/AKDOL/subscriber/new and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at http://labor.alaska.gov/lss/home.htm

DEBARMENT LIST

AS 36.05.090(b) states that "the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees."

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name	Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Boilermakers	*See per diem note on last page							
						VAC	**SAF**	
A0101	Boilermaker (journeyman)	54.08	8.57	18.72	2.50	4.25	0.34	88.46
Bricklayers & Allied Craftworkers	*See per diem note on last page							
						L&M	**ANU**	
A0201	Blocklayer, including:	52.77		9.91	0.66	0.20	2.45	65.99
	Bricklayer Marble Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Stone Mason Terrazzo Worker Tile Setter							
						L&M	**ANU**	
A0202	Pointer/Caulker/Cleaner (PCC)	52.77		9.91	0.66	0.20	2.45	65.99
	Caulker Cleaner Tuck Pointer							
						L&M	**ANU**	
A0203	Finisher	40.91		10.03	0.54	0.20	2.45	54.13
	Marble Finisher Terrazzo Finisher Tile Finisher							
						L&M	**ANU**	
A0204	Torginal Applicator	40.91		10.03	0.54	0.20	2.45	54.13
Carpenters, Region I (North of 63 latitude)	*See per diem note on last page							
						L&M	**SAF**	
N0301	Carpenter (journeyman)	50.79	8.75	16.80	0.77	0.10		77.21
	Lather/Drywall/Acoustical							
Carpenters, Region II (South of N63 latitude)	*See per diem note on last page							
						L&M	**SAF**	
S0301	Carpenter (journeyman)	50.79	8.75	17.34	0.77	0.10		77.75

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Carpenters, Region II (South of N63 latitude) *See per diem note on last page								
						L&M	**SAF**	
S0301	Carpenter (journeyman)	50.79	8.75	17.34	0.77	0.10		77.75
	Lather/Drywall/Acoustical							
Cement Masons *See per diem note on last page								
						L&M		
A0401	Group I, including:	49.28	8.80	11.80	1.68	0.10		71.66
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Finisher							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Concrete Polishing							
	Concrete Repair							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	General Concrete Pour Tender							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Screeder or Rodder							
	Spackling/Skim Coating							
						L&M		
A0402	Group II, including:	49.28	8.80	11.80	1.68	0.10		71.66
	Form Setter							
						L&M		
A0403	Group III, including:	49.28	8.80	11.80	1.68	0.10		71.66
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator (all concrete surfaces)							
						L&M		
A0404	Group IV, including:	49.28	8.80	11.80	1.68	0.10		71.66

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Cement Masons							
	*See per diem note on last page						
						L&M	
A0404	Group IV, including:	49.28	8.80	11.80	1.68	0.10	71.66
	Acoustical or Imitation Acoustical Finish						
	Application of All Composition Mastic						
	Application of All Epoxy Finishes on Concrete Surfaces						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile						
	Tunnel Worker						
						L&M	
A0405	Group V, including:	49.28	8.80	11.80	1.68	0.10	71.66
	Casting and finishing						
	EIFS Systems						
	Finishing of all interior and exterior plastering						
	Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass)						
	Gypsum, Portland Cement						
	Kindred material and products						
	Operation and control of all types of plastering machines, including power tools and floats, used by the industry						
	Overcoating and maintenance of interior/exterior plaster surfaces						
	Plasterer						
	Support and control of all concrete 3D printing operations (Excluding Paint)						
	Use of 3D structural and architectural printing and finishes						
	Use of sustainable materials and equipment practices						
	Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems")						
	Venetian plaster and color-integrated Italian/Middle-Eastern line plaster						
Culinary Workers							
						LEG	
A0501	Baker/Cook	32.15	6.77	9.23			48.15
						LEG	
A0503	General Helper	28.23	6.77	9.23			44.23
	Housekeeper						
	Janitor						
	Kitchen Helper						

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Culinary Workers								
A0504	Head Cook	32.15	6.77	9.23		**LEG**		48.15
A0505	Head Housekeeper	28.23	6.77	9.23		**LEG**		44.23
	Head Kitchen Help							
Dredgemen	*See per diem note on last page							
A0601	Assistant Engineer	52.32	12.10	16.25	1.05	**L&M** 0.10		81.82
	Craneman Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder							
A0602	Assistant Mate (deckhand)	50.93	12.10	16.25	1.05	**L&M** 0.10		80.43
A0603	Fireman	51.46	12.10	16.25	1.05	**L&M** 0.10		80.96
A0605	Leverman Clamshell	55.33	12.10	16.25	1.05	**L&M** 0.10		84.83
A0606	Leverman Hydraulic	53.23	12.10	16.25	1.05	**L&M** 0.10		82.73
A0607	Mate & Boatman	52.32	12.10	16.25	1.05	**L&M** 0.10		81.82
A0608	Oiler (dredge)	51.46	12.10	16.25	1.05	**L&M** 0.10		80.96
Electricians	*See per diem note on last page							
A0701	Inside Cable Splicer	55.44	14.83	14.49	0.95	**L&M** 0.25	**LEG** 0.15	86.11
A0702	Inside Journeyman Wireman, including:	55.44	14.83	14.49	0.95	**L&M** 0.25	**LEG** 0.15	86.11
	Technicians (including use of drones in electrical construction)							
A0703	Power Cable Splicer	74.34	14.83	19.92	0.95	**L&M** 0.25	**LEG** 0.15	110.44
A0704	Tele Com Cable Splicer	55.28	14.83	18.56	0.95	**L&M** 0.25	**LEG** 0.15	90.02

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Electricians								
	*See per diem note on last page							
						L&M	**LEG**	
A0705	Power Journeyman Lineman, including:	72.59	14.83	19.87	0.95	0.25	0.15	108.64
	Power Equipment Operator Technician (including use of drones in electrical construction)							
						L&M	**LEG**	
A0706	Tele Com Journeyman Lineman, including:	53.53	14.83	18.51	0.95	0.25	0.15	88.22
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator							
						L&M	**LEG**	
A0707	Straight Line Installer - Repairman	53.53	14.83	18.51	0.95	0.25	0.15	88.22
						L&M	**LEG**	
A0708	Powderman	70.59	14.83	19.81	0.95	0.25	0.15	106.58
						L&M	**LEG**	
A0710	Material Handler	29.57	15.34	5.89	0.15	0.15	0.15	51.25
						L&M	**LEG**	
A0712	Tree Trimmer Groundman	32.97	14.83	14.84	0.15	0.15	0.15	63.09
						L&M	**LEG**	
A0713	Journeyman Tree Trimmer	42.23	14.83	15.12	0.15	0.15	0.15	72.63
						L&M	**LEG**	
A0714	Vegetation Control Sprayer	45.91	14.83	15.23	0.15	0.15	0.15	76.42
						L&M	**LEG**	
A0715	Inside Journeyman Communications CO/PBX	55.44	14.83	14.49	0.95	0.25	0.15	86.11
Elevator Workers								
	*See per diem note on last page							
						L&M	**VAC**	
A0802	Elevator Constructor	50.01	16.28	21.36	0.80	1.60	5.55	95.60
						L&M	**VAC**	
A0803	Elevator Constructor Mechanic	71.44	16.28	21.36	0.80	1.60	7.93	119.41
Heat & Frost Insulators/Asbestos Workers (North of 63rd Parallel)								
	*See per diem note on last page							
						IAF	**LML**	
N0902	Asbestos Abatement-Mechanical Systems	46.35	9.24	11.13	1.50	0.18	0.05	68.45
						IAF	**LML**	
N0904	Insulator, Group II	46.35	9.24	11.13	1.50	0.18	0.05	68.45
						IAF	**LML**	
N0905	Fire Stop	46.35	9.24	11.13	1.50	0.18	0.05	68.45

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Heat & Frost Insulators/Asbestos Workers (South of 63rd Parallel) *See per diem note on last page								
						IAF	**LML**	
S0902	Asbestos Abatement-Mechanical Systems	45.85	9.24	11.13	1.50	0.18	0.05	67.95
						IAF	**LML**	
S0904	Insulator, Group II	45.85	9.24	11.13	1.50	0.18	0.05	67.95
						IAF	**LML**	
S0905	Fire Stop	45.85	9.24	11.13	1.50	0.18	0.05	67.95
IronWorkers *See per diem note on last page								
						L&M	**IAF**	
A1101	Ironworkers, including:	48.48	10.41	26.45	1.12	0.20		86.66
	Bender Operators Bridge & Structural Hangar Doors Hollow Metal Doors Industrial Doors Machinery Mover Mass Timber Construction (Cross Laminate Timber) Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder							
						L&M	**IAF**	
A1102	Helicopter	49.48	10.41	26.45	1.12	0.20		87.66
	Helicopter (used for rigging and setting) Tower (energy producing windmill type towers to include nacelle and blades)							
						L&M	**IAF**	
A1103	Fence/Barrier Installer	44.98	10.41	26.45	1.12	0.20		83.16
						L&M	**IAF**	
A1104	Guard Rail Layout Man	45.72	10.41	26.45	1.12	0.20		83.90
						L&M	**IAF**	
A1105	Guard Rail Installer	45.98	10.41	26.45	1.12	0.20		84.16
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page								

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

N1201	Group I, including:	40.25	10.55	21.51	2.00	0.35	0.20	74.86

Asphalt Worker (shovelman, plant crew)
Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger
Dumpman
Environmental Laborer (hazard/toxic waste, oil spill)
Fence Installer
Fire Watch Laborer
Flagman
Form Stripper
General Laborer
Guardrail Laborer, Bridge Rail Installer
Hydro Seeder Nozzleman
Laborer, Building
Landscaper or Planter
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
Material Handler
Pneumatic or Power Tools
Portable or Chemical Toilet Serviceman
Pump Man or Mixer Man
Railroad Track Laborer
Sandblast, Pot Tender
Saw Tender
Slurry Work
Steam Cleaner Operator
Steam Point or Water Jet Operator
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Tank Cleaning
Utiliwalk & Utilidor Laborer
Watchman (construction projects)
Window Cleaner

						L&M	LEG	
N1202	Group II, including:	41.25	10.55	21.51	2.00	0.35	0.20	75.86

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

N1202	Group II, including:	41.25	10.55	21.51	2.00	0.35	0.20	75.86

Burning & Cutting Torch
Cement or Lime Dumper or Handler (sack or bulk)
Certified Erosion Sediment Control Lead (CESCL Laborer)
Choker Splicer
Chucktender (wagon, air-track & hydraulic drills)
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
Culvert Pipe Laborer
Cured Inplace Pipelayer
Environmental Laborer (asbestos, marine work)
Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Gunite Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

N1203	Group III, including:	42.15	10.55	21.51	2.00	0.35	0.20	76.76

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page								
N1203	Group III, including:	42.15	10.55	21.51	2.00	0.35	0.20	76.76
	Plastic Welding Slurry Seal Squeegee Man Traffic Control Supervisor Welding Certified (in connection with laborer's work)							
						L&M	LEG	
N1204	Group IIIA	46.53	10.55	21.51	2.00	0.35	0.20	81.14
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
N1205	Group IV	29.82	10.55	21.51	2.00	0.35	0.20	64.43
	Final Building Cleanup Permanent Yard Worker							
						L&M	LEG	
N1206	Group IIIB	54.01	5.50	21.51	1.60	0.35	0.20	83.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper							
Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	LEG	
S1201	Group I, including:	40.25	10.55	21.51	2.00	0.35	0.20	74.86
	Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The area that is south of N63 latitude and west of W138 longitude)
*See per diem note on last page

S1201	Group I, including:	40.25	10.55	21.51	2.00	0.35	0.20	74.86

Crusher Plant Laborer
Demolition Laborer
Ditch Digger
Dumpman
Environmental Laborer (hazard/toxic waste, oil spill)
Fence Installer
Fire Watch Laborer
Flagman
Form Stripper
General Laborer
Guardrail Laborer, Bridge Rail Installer
Hydro Seeder Nozzleman
Laborer, Building
Landscaper or Planter
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
Material Handler
Pneumatic or Power Tools
Portable or Chemical Toilet Serviceman
Pump Man or Mixer Man
Railroad Track Laborer
Sandblast, Pot Tender
Saw Tender
Slurry Work
Steam Cleaner Operator
Steam Point or Water Jet Operator
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Tank Cleaning
Utiliwalk & Utilidor Laborer
Watchman (construction projects)
Window Cleaner

						L&M	LEG	
S1202	Group II, including:	41.25	10.55	21.51	2.00	0.35	0.20	75.86

Burning & Cutting Torch
Cement or Lime Dumper or Handler (sack or bulk)
Certified Erosion Sediment Control Lead (CESCL Laborer)
Choker Splicer
Chucktender (wagon, air-track & hydraulic drills)
Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The area that is south of N63 latitude and west of W138 longitude)
*See per diem note on last page

S1202	Group II, including:	41.25	10.55	21.51	2.00	0.35	0.20	75.86

Culvert Pipe Laborer
Cured Inplace Pipelayer
Environmental Laborer (asbestos, marine work)
Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Gunite Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

S1203	Group III, including:	42.15	10.55	21.51	2.00	0.35	0.20	76.76

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

S1204	Group IIIA	46.53	10.55	21.51	2.00	0.35	0.20	81.14

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
S1204	Group IIIA	46.53	10.55	21.51	2.00	0.35	0.20	81.14
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
S1205	Group IV	29.82	10.55	21.51	2.00	0.35	0.20	64.43
	Final Building Cleanup Permanent Yard Worker							
						L&M	LEG	
S1206	Group IIIB	54.01	5.50	21.51	1.60	0.35	0.20	83.17
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper							
Millwrights *See per diem note on last page								
						L&M		
A1251	Millwright (journeyman)	62.50	9.50	11.41	1.17	0.15	0.25	84.98
						L&M		
A1252	Millwright Welder	63.50	9.50	11.41	1.17	0.15	0.25	85.98
Painters, Region I (North of N63 latitude) *See per diem note on last page								
						L&M		
N1301	Group I, including:	43.05	10.15	15.20	1.10	0.10		69.60
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region I (North of N63 latitude) *See per diem note on last page							
						L&M	
N1301	Group I, including:	43.05	10.15	15.20	1.10	0.10	69.60
	Roll						
						L&M	
N1302	Group II, including:	43.57	10.15	15.20	1.10	0.10	70.12
	Bridge Painter						
	Epoxy Applicator						
	General Drywall Finisher						
	Hand/Spray Texturing						
	Industrial Coatings Specialist						
	Machine/Automatic Taping						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	46.76	10.15	19.21	1.10	0.10	77.32
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	39.48	10.15	5.00	1.10	0.10	55.83
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
N1306	Group VI, including:	69.78	11.21	10.49	1.00	0.10	92.58
	Traffic Control Striper						
Painters, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1301	Group I, including :	37.29	10.15	18.95	1.10	0.10	67.59
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1301	Group I, including :	37.29	10.15	18.95	1.10	0.10	67.59
	Spray						
						L&M	
S1302	Group II, including :	38.54	10.15	18.95	1.10	0.10	68.84
	General Drywall Finisher Hand/Spray Texturing Machine/Automatic Taping Wallpaper/Vinyl Hanger						
						L&M	
S1303	Group III, including :	38.64	10.15	18.95	1.10	0.10	68.94
	Bridge Painter Epoxy Applicator Industrial Coatings Specialist Pot Tender Sandblasting Specialty Painter Structural Steel Painter						
						L&M	
S1304	Group IV, including:	47.42	10.15	17.85	1.10	0.10	76.62
	Glazier Storefront/Automatic Door Mechanic						
						L&M	
S1305	Group V, including:	39.48	10.15	5.00	1.10	0.10	55.83
	Carpet Installer Floor Coverer Heat Weld/Cove Base Linoleum/Soft Tile Installer						
S1306	Group VI, including:	69.78	11.21	10.49	1.00	0.10	92.58
	Traffic Control Striper						
Piledrivers *See per diem note on last page							
						L&M	**IAF**
A1401	Piledriver	50.79	8.75	16.80	0.77	0.10	77.21
	Assistant Dive Tender Carpenter/Piledriver Rigger Sheet Stabber						

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Piledrivers								
	*See per diem note on last page							
						L&M	**IAF**	
A1401	Piledriver	50.79	8.75	16.80	0.77	0.10		77.21
	Skiff Operator							
						L&M	**IAF**	
A1402	Piledriver-Welder/Toxic Worker	51.79	8.75	16.80	0.77	0.10		78.21
						L&M	**IAF**	
A1403	Remotely Operated Vehicle Pilot/Technician	55.10	8.75	16.80	0.77	0.10		81.52
	Single Atmosphere Suit, Bell or Submersible Pilot							
						L&M	**IAF**	
A1404	Diver (working) **See note on last page	94.90	8.75	16.80	0.77	0.10		121.32
						L&M	**IAF**	
A1405	Diver (standby) **See note on last page	55.10	8.75	16.80	0.77	0.10		81.52
						L&M	**IAF**	
A1406	Dive Tender **See note on last page	54.10	8.75	16.80	0.77	0.10		80.52
						L&M	**IAF**	
A1407	Welder (American Welding Society, Certified Welding Inspector)	56.35	8.75	16.80	0.77	0.10		82.77
Plumbers, Region I (North of N63 latitude)								
	*See per diem note on last page							
						L&M	**S&L**	
N1501	Journeyman Pipefitter	55.66	12.95	20.20	1.75	1.20		91.76
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
	*See per diem note on last page							
						L&M		
S1501	Journeyman Pipefitter	50.00	14.28	16.52	2.40	0.20		83.40
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
	*See per diem note on last page							
						L&M		
X1501	Journeyman Pipefitter	53.00	16.17	12.50	3.10	0.24		85.01
	Plumber							
	Welder							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Power Equipment Operators *See per diem note on last page							
						L&M	
A1601	Group I, including:	53.23	12.10	16.25	1.05	0.10	82.73

Asphalt Roller: Breakdown, Intermediate, and Finish
Back Filler
Barrier Machine (Zipper)
Beltcrete with Power Pack & similar conveyors
Bending Machine
Boat Coxswain
Bulldozer
Cableways, Highlines & Cablecars
Cleaning Machine
Coating Machine
Concrete Hydro Blaster
Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
(a) Hydralifts or Transporters, (all track or truck type)
(b) Derricks
(c) Overhead
Crushers
Deck Winches, Double Drum
Ditching or Trenching Machine (16 inch or over)
Drag Scraper, Yarder, and similar types
Drilling Machines, Core, Cable, Rotary and Exploration
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine
Grade Checker and/or Line and Grade including Drone
Helicopters
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat
Hydro Ax, Feller Buncher & similar
Hydro Excavation (Vac-Truck and Similar)
Loaders (2 1/2 yards through 5 yards, including all attachments):
(a) Forklifts (with telescopic boom & swing attachment)
(b) Front End & Overhead, (2-1/2 yards through 5 yards)
(c) Loaders, (with forks or pipe clamp)
(d) Loaders, (elevating belt type, Euclid & similar types)
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer
Micro Tunneling Machine
Mixers: Mobile type with hoist combination
Motor Patrol Grader
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Power Equipment Operators *See per diem note on last page							
A1601	Group I, including:	53.23	12.10	16.25	1.05	L&M 0.10	82.73
	Off-Road Hauler (including Articulating and Haul Trucks) Operator on Dredges Piledriver Engineer, L.B. Foster, Puller or similar paving breaker Plant Operator (Asphalt & Concrete) Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.) Remote Controlled Equipment Scraper (through 40 yards) Service Oiler/Service Engineer Shot Blast Machine Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under) Sideboom (under 45 tons) Sub Grader (Gurries & similar types) Tack Tractor Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter Wate Kote Machine						
A1602	Group IA, including:	55.33	12.10	16.25	1.05	L&M 0.10	84.83
	Camera/Tool/Video Operator (Slipline) Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours) Cranes (over 45 tons or 150 feet including jib & attachments) (a) Clamshells & Draglines (over 3 yards) (b) Tower Cranes Licensed Water/Waste Water Treatment Operator Loaders (over 5 yards) Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt) Power Plants (1000 k.w. & over) Profiler, Reclaimer, and Roto-Mill Quad Scrapers (over 40 yards) Screed Shovels, Backhoes, Excavators with all attachments (over 3 yards) Sidebooms (over 45 tons) Slip Form Paver, C.M.I. & similar types Topside (Asphalt Paver, Slurry machine, Spreaders, and similar types)						
A1603	Group II, including:	52.32	12.10	16.25	1.05	L&M 0.10	81.82
	Boiler - Fireman						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Power Equipment Operators *See per diem note on last page							
A1603	Group II, including:	52.32	12.10	16.25	1.05	L&M 0.10	81.82
	Cement Hogs & Concrete Pump Operator Conveyors (except those listed in Group I) Hoists on Steel Erection, Towermobiles & Air Tuggers Horizontal/Directional Drill Locator Locomotives, Rod & Geared Engines Mixers Screening, Washing Plant Sideboom (cradling rock drill, regardless of size) Skidder Trenching Machines (under 16 inches) Water/Waste Water Treatment Operator						
A1604	Group III, including:	51.46	12.10	16.25	1.05	L&M 0.10	80.96
	"A" Frame Trucks, Deck Winches Bombardier (tack or tow rig) Boring Machine Brooms, Power (sweeper, elevator, vacuum, or similar) Bump Cutter Compressor Farm Tractor Forklift, Industrial Type Gin Truck or Winch Truck (with poles when used for hoisting) Hoists, Air Tuggers, Elevators Loaders: (a) Elevating-Athey, Barber Greene & similar types (b) Forklifts or Lumber Carrier (on construction job sites) (c) Forklifts, (with tower) (d) Overhead & Front End, (under 2-l/2 yards) Locomotives: Dinkey (air, steam, gas & electric) Speeders Mechanics, Light Duty Oil, Blower Distribution Posthole Digger, Mechanical Pot Fireman (power agitated) Power Plant, Turbine Operator, (under 200 k.w.) Pumps, Water Roller (other than Asphalt) Saws, Concrete Skid Hustler Skid Steer (with all attachments) Stake Hopper						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Power Equipment Operators								
	*See per diem note on last page							
						L&M		
A1604	Group III, including:	51.46	12.10	16.25	1.05	0.10		80.96
	Straightening Machine							
	Tow Tractor							
						L&M		
A1605	Group IV, including:	44.06	12.10	16.25	1.05	0.10		73.56
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
	*See per diem note on last page							
						L&M		
A1701	Roofer & Waterproofer	52.07	13.90	4.01	0.81	0.10	0.09	70.98
						L&M		
A1702	Roofer Material Handler	38.68	13.90	4.01	0.81	0.10	0.09	57.59
Sheet Metal Workers, Region I (North of N63 latitude)								
	*See per diem note on last page							
						L&M		
N1801	Sheet Metal Journeyman	58.73	13.45	15.94	0.17	0.12		88.41
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC & HVAC-R systems							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of interior and exterior wall sheathing, siding, metal roofing, flashing, gutters, decking and architectural sheet metal work							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment & wall sheathing							
	HVAC & HVAC-R Service Mechanic, servicing and maintaining and making operable HVAC & HVAC-R Systems							
	HVAC & HVAC-R systems controls and programming							
	Installation, inspection, testing, servicing, and maintenance of fire dampers, smoke control systems, smoke evacuation systems, and fire/smoke dampers							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region I (North of N63 latitude) *See per diem note on last page							
N1801	Sheet Metal Journeyman	58.73	13.45	15.94	0.17	L&M 0.12	88.41

Installation, servicing, and maintenance of commercial laundry systems and associated equipment

Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work

Sheet Metal shelving, lockers

Sheet Metal venting, chimneys and breaching

Skylight installation

Testing, Adjusting and Balancing (TAB) of all HVAC & HVAC-R mechanical systems as well as the cleaning of those systems

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude) *See per diem note on last page							
S1801	Sheet Metal Journeyman	52.08	13.45	15.30	2.08	L&M 0.43	83.34

Brazing, soldering or welding of metals

Demolition of sheet metal HVAC & HVAC-R systems

Fabrication and installation of heating, ventilation and air conditioning ducts and equipment

Fabrication and installation of interior and exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work

Fabrication and installation of louvers and hoods

Fabrication and installation of sheet metal lagging

Fabrication and installation of stainless steel commercial or industrial food service equipment & wall sheathing

HVAC & HVAC-R Service Mechanic, servicing and maintaining and making operable HVAC & HVAC-R Systems

HVAC & HVAC-R systems controls and programming

Installation, inspection, testing, servicing, and maintenance of fire dampers, smoke control systems, smoke evacuation systems, and fire/smoke dampers

Installation, servicing, and maintenance of commercial laundry systems and associated equipment

Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work

Metal lavatory partitions

Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work

Sheet Metal shelving, lockers

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude) *See per diem note on last page							
S1801	Sheet Metal Journeyman	52.08	13.45	15.30	2.08	L&M 0.43	83.34
	Sheet Metal venting, chimneys and breaching Skylight installation Testing, Adjusting and Balancing (TAB) of all HVAC & HVAC-R mechanical systems as well as the cleaning of those systems						
Sprinkler Fitters *See per diem note on last page							
A1901	Sprinkler Fitter	60.67	12.40	18.45	0.54	L&M 0.25	92.31
Surveyors *See per diem note on last page							
A2001	Chief of Parties	59.93	13.48	14.64	1.30	L&M 0.10	89.45
A2002	Party Chief	55.78	13.48	14.64	1.30	L&M 0.10	85.30
A2003	Line & Grade Technician/Office Technician/GPS, Drones	52.77	13.48	14.64	1.30	L&M 0.10	82.29
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	50.31	13.48	14.64	1.30	L&M 0.10	79.83
A2006	Chain Person (for crews with more than 2 people)	45.29	13.48	14.64	1.30	L&M 0.10	74.81
Truck Drivers *See per diem note on last page							
A2101	Group I, including:	51.58	13.48	14.64	1.30	L&M 0.10	81.10
	Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified) Boat Coxswain Captains & Pilots (air & water) Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment) Dump Trucks (including articulating end dumps, rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards Fueler Helicopter Transporter						

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers	*See per diem note on last page						
						L&M	
A2101	Group I, including:	51.58	13.48	14.64	1.30	0.10	81.10
	Liquid Vac Truck/Super Vac Truck Material Coordinator or Purchasing Agent Oil Distributor Truck Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated) Semi with Double Box Mixer Tireman, Medium Duty (Truck Tires up to 1200-24") Water Wagon (250 Bbls and above)						
						L&M	
A2102	Group 1A including:	53.05	13.48	14.64	1.30	0.10	82.57
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated) Jeeps (driver under load) Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated) Tireman Heavy Duty (earthmover tires, i.e., loader, scraper, haul truck)						
						L&M	
A2103	Group II, including:	50.12	13.48	14.64	1.30	0.10	79.64
	All Deltas, Commanders, Rollagons, & similar equipment Batch Trucks (8 yards & up) Batch Trucks (up to & including 7 yards) Boom Truck/Knuckle Truck (over 5 tons) Cacasco Truck/Heat Stress Truck Construction and Material Safety Technician Dump Trucks (including articulating end dump, rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons) Mechanics Partsman Ready-mix (up to & including 12 yards) Stringing Truck Turn-O-Wagon or DW-10 (not self loading)						
						L&M	
A2104	Group III, including:	49.17	13.48	14.64	1.30	0.10	78.69
	Boom Truck/Knuckle Truck (up to & including 5 tons) Dump Trucks (including articulating end dump, rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards Expeditor (electrical & pipefitting materials)						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
						L&M	
A2104	Group III, including:	49.17	13.48	14.64	1.30	0.10	78.69
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Semi or Truck & Trailer						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						
	Trucks/Jeeps (push or pull)						
						L&M	
A2105	Group IV, including:	48.50	13.48	14.64	1.30	0.10	78.02
	Air Cushion or similar type vehicle						
	All Terrain Vehicle						
	Buggymobile						
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)						
	Bus Operator (over 30 passengers)						
	Cement Spreader, Dry						
	Combination Truck-Fuel & Grease						
	Compactor (when pulled by rubber tired equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards						
	Dumpster						
	Expeditor (general)						
	Fire Truck/Ambulance Driver						
	Flat Beds, Dual Rear Axle						
	Foam Distributor Truck Dual Axle						
	Front End Loader with Fork						
	Grease Truck						
	Hydro Seeder, Dual Axle						
	Hyster Operators (handling bulk aggregate)						
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready-mix, (up to & including 7 yards)						
	Rigger (air/water/oilfield)						
	Tireman, Light Duty						
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
						L&M	
A2106	Group V, including:	47.62	13.48	14.64	1.30	0.10	77.14
	Buffer Truck						
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)						
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeder, Single Axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger						
	Swamper						
	Tack Truck (welders/gear)						
	Team Drivers (horses, mules, & similar equipment)						
Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)							
	*See per diem note on last page						
						L&M	**LEG**
N2201	Group I, including:	44.28	10.55	21.51	2.00	0.35	0.20	78.89
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						
						L&M	**LEG**
N2202	Group II, including:	45.38	10.55	21.51	2.00	0.35	0.20	79.99
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Floor Preparation, Core Drilling						
	Jackhammer/Chipping Gun or Pavement Breaker						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page								
N2203	Group III, including:	46.37	10.55	21.51	2.00	0.35	0.20	80.98
	Miner Retimberman							
						L&M	LEG	
N2204	Group IIIA, including:	51.18	10.55	21.51	2.00	0.35	0.20	85.79
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayer Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
N2206	Group IIIB, including:	59.41	5.50	21.51	1.60	0.35	0.20	88.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper							
Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	LEG	
S2201	Group I, including:	44.28	10.55	21.51	2.00	0.35	0.20	78.89
	Brakeman Mucker Nipper Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer) Topman & Bull Gang Tunnel Track Laborer							
						L&M	LEG	
S2202	Group II, including:	45.38	10.55	21.51	2.00	0.35	0.20	79.99
	Burning & Cutting Torch Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer Floor Preparation, Core Drilling							

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	LEG	
S2202	Group II, including:	45.38	10.55	21.51	2.00	0.35	0.20	79.99
	Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper							
						L&M	LEG	
S2203	Group III, including:	46.37	10.55	21.51	2.00	0.35	0.20	80.98
	Miner Retimberman							
						L&M	LEG	
S2204	Group IIIA, including:	51.18	10.55	21.51	2.00	0.35	0.20	85.79
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayer Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
S2206	Group IIIB, including:	59.41	5.50	21.51	1.60	0.35	0.20	88.57
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours) Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours) Stake Hopper							
Tunnel Workers, Power Equipment Operators *See per diem note on last page								
						L&M		
A2207	Group I	58.55	12.10	16.25	1.05	0.10		88.05
						L&M		
A2208	Group IA	60.86	12.10	16.25	1.05	0.10		90.36
						L&M		
A2209	Group II	57.55	12.10	16.25	1.05	0.10		87.05

Wage benefits key: ANU=Annuity, BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Tunnel Workers, Power Equipment Operators *See per diem note on last page							
A2210	Group III	56.60	12.10	16.25	1.05	**L&M** 0.10	86.10
A2211	Group IV	48.47	12.10	16.25	1.05	**L&M** 0.10	77.97

*** Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.**

**** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.**

ATTACHMENT M:
Title VI Contractor Evaluation Letter and Form

CITY OF SAINT PAUL
ALASKA

City of Saint Paul Title VI Contractor Evaluation

Introduction

The City of Saint Paul (CSP) is a recipient of federal funding. As a recipient, the City of Saint Paul is required to comply with Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities. Title VI of the Civil Rights Act of 1964, and other directives prohibit agencies and sub-recipients receiving federal assistance from discriminating against anyone or any group in the United State on the grounds of race, color, national origin, sex, age, disability or low income. The U.S. Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49) Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities for CSP's implementation of the Title VI Program. These laws and regulations include, but not limited to, the following:

- **The 1970 Uniform Act (42 USC 4601)** – prohibits unfair treatment of displacees
- **Title VI of the Civil Right Act of 1964 (42 USC Sec 2000d et se, 8 stat. 252)** – prohibits discrimination on the based on race, color, and national origin
- **Section 504 of the 1973 Rehabilitation Act (29 USC 790)** – prohibits discrimination based on disability
- **The Federal Aid Highway Act 1973 (23 USC 324)** – prohibits discrimination based on gender
- **The 1975 Age Discrimination Act (42 USC 6101)** – prohibits age discrimination (any age)
- **The Civil Rights Restoration Act of 1987** – clarified the original intent of nondiscrimination organization-wide
- **Non-discrimination In Federally Assisted Programs of the Dept. of Transportation (49 CFR, Part 21)** – prohibits discrimination based on race, color, or national origin
- **US Dept. of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act (28 CFR, sec. 50.3** – required oversight of compliance
- **Executive Order 12898 on Environmental Justice (EJ)** – address disproportionately high and adverse human health and environmental effects on minority and low-income populations

- **Executive Order 13166 on Limited English Proficiency (LEP)** – ensure people who are limited English proficient (LEP) have meaningful access to services

In brief, these laws and regulations prohibit discrimination in federally assisted programs and activities. Title VI of the 1964 Civil Rights Act states:

"*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 subjected to discrimination under any program or activity receiving federal financial assistance.*"

By contracting with the City of Saint Paul, a contractor is obligated to comply with the laws and regulations listed above and within the Contract executed between the City of Saint Paul and the contractor. The City shall monitor compliance throughout the project, utilizing a Title VI Contractor Evaluation form (Attachment A).

The contractor shall submit the evaluation form within ten (10) days of notification of selection for new contractors or contractors that do not have a current evaluation form on file with the City. During the life of the project, the contractor shall submit the evaluation form on an annual basis. The form shall be submitted to the City at:

City of Saint Paul
950 Gorbatch St.
Saint Paul Island, AK 99660

Failure to comply with the Title VI provisions may result in cessation of negotiations, withholding of payment, cancellation, termination, or suspension of the contract in whole or in part.

Should you have any questions about the City of Saint Paul's Title VI requirements, please contact:

Sincerely,

P.D. ZAVADIL

Phillip Zavadil, City Manager
City of Saint Paul, Alaska

CITY OF Saint Paul ALASKA

TITLE VI CONTRACTOR EVALUATION FORM

This Title VI Evaluation Form is used for both a Pre-award Review and Post-award Review. The City of Saint Paul, Alaska (CSP) is required to conduct routine assessments prior to releasing funds to ensure Title VI compliance. A pre-award review assists the City in determining whether applicants operate in a nondiscriminatory manner. Pre-award reviews can also be used to require applicants to take preventive measures to ensure that discrimination will not occur in their services as a condition of receiving contracts. Pre-award reviews represent a frontline approach to eliminating and preventing discrimination before it occurs.

Post-Award Reviews are generally conducted after a contractor begins the scope of work. However, to minimize the burden on the City's contractors, a form that serves as both a pre-award and post- award compliance tool is herein provided.

The City will also conduct on-site reviews of prime contractors periodically to ensure that the contractor remains in compliance with Title VI and to verify that the contractor has preventive measures to ensure Title VI compliance by their sub-contractors.

Name of Preparer:	Preparer's Title:
Phone #:	Email Address:
Name of Organization:	Address of Organization:
Type of Contractor/Organization: ☐ Private Organization ☐ Governmental Agency	 ☐ Supplier ☐ Other _____

Workforce for City of Saint Paul, Alaska Project

Total	% Minority	% Female

Business Ownership/Control Minority Yes ☐ No ☐ Female Yes ☐ No ☐	DBE Certified Yes ☐ No ☐ SWAM Certified Yes ☐ No ☐
Does your organization currently have contracts or subcontracts with the City of Saint Paul, Alaska? Yes ☐ No ☐ What is your organization's most recent date of Title VI approval?	
Status of Project(s):	Value of current Contract(s):
What does your organization have in place to ensure nondiscrimination in your City of Saint Paul, Alaska scope of work and your programs and services?	

City of Saint Paul, Alaska
CONSULTANT EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

Employment at this establishment – Report all permanent full and part-time employees including apprentices and on-the job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered zeros.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not Hispanic or Latino												Total Col A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian Or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Sir. Level Officials & Managers (1.1)															
First/Mid-Level Officials & Managers (1.2)															
Professionals (2)															
Technicians (3)															
Sales Workers (4)															
Administrative Support Workers (5)															
Craft Workers (6)															
Operatives (7)															
Laborers & Helpers (8)															
Service Workers (9)															
TOTAL (10)															
PREVIOUS YEAR TOTAL (11)															

CITY OF Saint Paul ALASKA

Organization, Staffing, & Training

1. What type of services will your organization provide the City of Saint Paul, Alaska?

2. Identify the person responsible for the administration of Title VI policies and procedures (a Title VI Coordinator), and provide the name, position, and contact information.

Title VI/Nondiscrimination

1. Is your Title VI Coordinator, project managers, and other staff made aware of Title VI compliance and regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21 and the Federal Highway Administration's 23 Code of Federal Regulations 200? Please explain how they are made aware.

2. What procurement procedures does your organization have in place to ensure nondiscrimination in the selection and retention of subcontractors including procurements of materials and leases of equipment? *** N/A is not an acceptable response, please provide a complete answer**

3. How does your organization notify your subcontractors and suppliers of their obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability and low-income populations? ***N/A is not an acceptable response, please provide a complete answer**

4. Are facilities and meeting areas fully accessible to persons with disabilities?

5. Does your organization have a system in place to accommodate persons with disabilities? If yes, how does your organization notify the public? If no, please explain.
   *** N/A is not an acceptable response, please provide a complete answer**

6. How are limited English proficient persons made aware that they can receive translation services for access to services? ***N/A is not an acceptable response, please provide a complete answer**

CITY OF
Saint Paul
ALASKA

7. Has your organization been reviewed by any governmental agencies for compliance with Title VI and other laws and regulations? If yes, provide a copy of the letter identifying the review findings.

8. Does your organization receive federal assistance (grants, loans, donations of property, or detail of personnel) from any Federal government entity?

9. List any discrimination complaints and/or lawsuits received in Alaska during the reporting period. Include the basis for the complaint (ethnicity, gender, etc.) and summarize the outcome or resolution. If applicable, include a copy of the investigation report.

Disadvantaged Business Enterprises (DBE)

1. Did your organization award any contracts/subcontracts related to City of Saint Paul, AK work to DBEs during the reporting period?

   ◯ Yes ◯ No

   If yes, provide the following:

   - The DBE's name and amount awarded.
   - Total # of contracts awarded to DBEs.
   - Total dollar amount of contracts awarded to DBEs.

I certify that the data given in this report is correct to the best of my knowledge.

Signature:

_____

(Authorized Officer) (Title) (Date)

ATTACHMENT N:
City of Saint Paul 2026 Master Rate Schedule

CITY OF SAINT PAUL
ALASKA

CITY OF SAINT PAUL
MASTER RATE SCHEDULE FOR 2026

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Engineering Services Fees

Fees for using the City engineer are established by the City administration. As of January 1, 2026, the fees for engineering services depend on the type of engineer that is needed and excludes airfare, lodging, meals and incidentals, sales tax, or other related costs.

For more information contact the City Manager at 907-341-3994.

Equipment and Vehicle Rental Rates

Rates for renting City owned equipment or vehicles are established by the City administration. Equipment and vehicles are subject to availability. City operators must operate equipment unless the City is provided with a proof of insurance certificate stating liability threshold. All operators must have a valid driver's license, and a copy must be submitted to the City prior to rental. Rental of City equipment or vehicles is subject to the signing of an Equipment/Vehicle Lease Agreement. As of January 1, 2026 the rental rates for City owned equipment and vehicles are wet rates and include fuel/gasoline but not sales tax or vehicle/equipment rental tax:

ID#	Model Year	Make	Model / Number	Hourly w/ Fuel	Standby
405	2008	Caterpillar	966H Loader	$397.16	$26.83
410	2005	Caterpillar	325 CL Excavator	$206.11	$42.77
411	2011	Caterpillar	160M AWD Grader	$272.32	$22.07
435	2000	Freightliner	Freightliner Sewage Truck	$373.79	$23.19
425	2010	Lull	Lull 1044C54 Forklift	$191.46	$14.17
590	1993	Caterpillar	140G Grader	$292.58	$16.59
418	1995	Peterbuilt	Tractor	$239.43	$2.46
418	1995	Low Boy	Trailer	$103.95	$3.60
424	2010	Case	445 Skid Steer Skid Loader	$86.92	$7.09
434	2003	Kenworth	W4900 Truck	$307.80	$10.56
442	2004	New Holland	LB 115B	$200.76	$2.32
478		Caterpillar	D6H Cat Dozer	$358.81	$12.40
487	1994	Case	1840 Uniloader	$47.53	$1.39
547	1986	Caterpillar	966D Front End Loader	$390.39	$8.07
383	2020	Caterpillar	309 Mini Excavator	$139.93	$13.76
382	2020	Caterpillar	926M Front End Loader	$298.59	$16.28
397	2016	Ford	F150, Supercab, 4x4	$116.36	$3.15
416	2010	Ford	Expedition, 4x4	$116.36	$3.15
415	2011	Ford	F350, Reg Cab, 4x4, Electrician Box	$131.15	$3.76
394	2018	Ford	F550, Reb Cab, Hooklift, 4x4	$243.19	$3.36
	2010	Chevrolet	1500 Silverado, Dbl/Crew, 4x4	$82.93	$3.49
	2011	Chevrolet	1500 Silverado, Dbl/Crew, 4x4	$83.01	$3.53

ID#	Model Year	Make	Model / Number	Hourly w/Fuel	Standby
	2020	Chevrolet	1500 Silverado, Reg Cab, 4x4	$128.71	$3.60
	2020	Chevrolet	1500 Silverado, Dbl/Crew Cab, 4x4	$112.50	$4.05
379	2021	Chevrolet	3500 Silverado, Reg Cab, 4x4	$131.15	$3.76
377	2021	Chevrolet	3500 Silverado, Reg Cab, 4x4, Mechanic Box	$129.84	$3.76
374	2020	Chevrolet	3500 Savana, Van, 2x4	$127.96	$3.52
375	2021	Hewscraft	180 Open Fisherman 90HP Yamaha	$76.98	$1.49
		Caterpillar	Forklift	$55.27	$ -
371	2024	Volvo	EC140 Excavator	$84.67	$21.50
372	2024	Caterpillar	938 Track Loader	$528.35	$37.94
373	2023	One Clarion	500 Gallon DOT Water Trailer	$150.71	$15.95
366	2024	Hot Jetter	Hot Jet Trailer	$150.71	$15.95
367	2024	Transfueler	1,500 Gasoline Trailer	$150.71	$15.95
368	2024	Transfueler	1,500 Diesel Trailer	$150.71	$15.95
369	2024	International	515 Hooklift Truck	$203.14	$3.69
370	2024	International	515 Refuse Truck	$203.14	$3.69

Finance Department Fees

Fees that the City Finance Department charges are established by the City administration and are defined in the City of Code of Ordinance Chapter 4.05, see https://saintpaul.municipal.codes/CCO/4.05.040. As of January 1, 2026, the following fees will be assessed by the City Finance Department:

Check Cashing Fee (for cash):

- Checks up to $2,499 = No fee
- Checks $2,500 or more = 5%

Wire transfer fee (for cash, CITY EMPLOYEES ONLY) = $25.00

Bounced check or declined card fee = $35.00

All past due receivable accounts shall be subject to an interest charge of 0.87 percent per month or 10.5 percent per annum. The interest charge will be assessed on all outstanding receivable accounts that have been determined to be 60 days past due.

Housing Rates

Rates for renting City owned housing are established by the City administration. All units come furnished and include utilities, cable and internet unless otherwise noted. As of January 1, 2026, the following housing rates apply:

2 Bedroom, 1 ½ bath House/Apartment

$295 per night per person, plus sales and room tax

$1,500 per week, plus sales and room tax

$4,000 per month, plus sales and room tax

3 Bedroom, 1 Bath

$280 per night per person, plus sales and room tax

$1,400 per week, plus sales and room tax

$4,400 per month, plus sales and room tax

3 Bedroom, 1 1/2 Bath House/Apartment

$300 per night per person, plus sales and room tax

$1,650 per week, plus sales and room tax

$5,250 per month, plus sales and room tax

3 Bedroom, 2 Bath House/Apartment

$330 per night per person, plus sales and room tax

$1,800 per week, plus sales and room tax

$5,800 per month, plus sales and room tax

A damage deposit and lease agreement are required for all rentals. All housing units are non-smoking. Housing is dependent on availability.

Labor Rates

Labor rates are established by the City administration. As of January 1, 2026, the following labor rates apply:

Laborer/Operator = $119.77 per hour, per laborer/operator

Automotive Mechanic = $156.31 per hour, per mechanic

Heavy Equipment Mechanic = $187.78 per hour, per mechanic

Electrician = $185 per hour, per electrician

Directors/Managers = $162.40 per hour per director/manager

City Manager = $238.53 per hour

Elders 65 and over and City employees will receive a 5% discount on these rates.

Public Utility Rates

The following are utility rates as of January 1, 2026 and do not include tax:

Bulk Fuel Utility Rates

Bulk Fuel Utility rates are established by City ordinance, see https://saintpaul.municipal.codes/CCO/13.25. The Bulk Fuel Utility rates are effective February 1, 2026.

CUSTOMER CLASSIFICATION/ITEM	CITY SURCHARGE RATE/GALLON	RETAIL RATE/GALLON	NOTES
Residential - Diesel	$1.27	$6.46	Plus all applicable taxes.
Residential Elder - Diesel	$1.17	$6.36	Plus all applicable taxes.
Business – Diesel	$1.59	$6.78	Plus all applicable taxes.
Aleut Community Store - Diesel	$1.36	$6.55	Plus all applicable taxes.
Government 1– Diesel	$1.70	$6.89	Plus all applicable taxes.
Government 2- Diesel	$1.59	$6.78	Plus all applicable taxes.
Education Institution - Diesel	$1.36	$6.55	Plus all applicable taxes.
City Internal	$1.36	$6.55	Plus all applicable taxes.
Gasoline at the Gas Station or Dock	$1.86	$7.05	Plus all applicable taxes.
Diesel at the Gas Station or Dock	$1.36	$6.55	Plus all applicable taxes.
After Hours Charge	$115.00	This is for home heating or equipment deliveries that are outside the timeframe or normal business hours which are Monday – Friday from 8:00 am to 5:00 pm excluding holidays. This fee is in addition to the price per gallon. Plus all applicable taxes.	
Retail rate per gallon for diesel and gasoline subject to change based on the purchase price at the time the City purchases these products.			

CUSTOMER CLASSIFICATION DEFINITIONS	
Residential	Residential means a resident of Saint Paul Island. A resident is defined in the City Code of Ordinances Chapter 3.05.030 (c) and (d).
Residential Elder	Residential Elder means a resident of Saint Paul Island as defined above who are 55 years of age or older.
Business	Business means businesses on Saint Paul Island formed to engage in activities involving the sale of goods or services. This can include various types of organizations, such as corporations, partnerships, and sole proprietorships, and non-profit entities.
Aleut Community Store	Aleut Community Store means the one grocery and general store on Saint Paul Island named the Aleut Community Store.
Government 1	Government 1 means entities that constitute foreign, federal, and state governing authorities of a political unit or organization.

Government 2	Government 2 means entities that constitute local and/or tribal governing authorities of a political unit or organization.
Education Institution	Education Institution means organizations that provide formal education and learning experiences to students of various ages, including schools, colleges, and universities.
City Internal	City Internal means rates that are applicable to the City of Saint Paul, Alaska.

Electrical Utility Rates

Electrical Utility rates are established by City ordinance, see https://saintpaul.municipal.codes/CCO/13.05.080.

Residential Housing = $0.57per kWh

Institutional = $0.56 per kWh

Commercial = $0.64 per kWh.

New Service = $300.00 deposit

Disconnect Fee = $25.00

Reconnect Fee = $25.00

Refuse Utility Rates

Refuse Utility rates are established by City ordinance, see https://saintpaul.municipal.codes/CCO/13.20.060.

Regular Municipal Garbage Collection Service

Container Size	**Rate**	**Frequency**	**Monthly Lease Fee**	**Damage or Loss Fee**
1–96-gallon cart	$45.33	per month	None	$125 per cart
Additional 96-gallon cart(s)	$27.05	per month, per cart	None	$125 per cart
Extra Bag Charge	$5.00	per bag	None	N/A
1.5 Cubic Yard Dumpster	$160.10	per month	$8.16 per dumpster	$313 per dumpster
2 Cubic Yard Dumpster	$213.46	per month	$10.88per dumpster	$438 per dumpster
3 Cubic Yard Dumpster	$320.19	per month	$16.31 per dumpster	$625 per dumpster
13 Cubic Yard Dumpster (*City Owned*)	$1,110.00	per pick up	$70.69 per dumpster	$3,125 per dumpster
15 Cubic Yard Dumpster (*City Owned*)	$1,280.76	per pick up	$81.56 per dumpster	$3,750 per dumpster
20 Cubic Yard Dumpster (*City Owned*)	$1,600.95	per pick up	$108.75 per dumpster	$4,375 per dumpster
13 Cubic Yard Dumpster (*Customer Owned*)	$832.49	per pick up	No fee	No fee
15 Cubic Yard Dumpster (*Customer Owned*)	$960.58	per pick up	No fee	No fee
20 Cubic Yard Dumpster (*Customer Owned*)	$1,067.30	per pick up	No fee	No fee

Self-Haul Garbage Service

Service	Rate	Basis	Special Instructions
Residential Self-Haul to Landfill	$22.59	one time haul; equal to a standard size pickup bed (8' or smaller)	Arrangements must be made in advance with Public Works by contacting 907-600-4355.
Commercial Self Haul to Landfill	$60.23	per cubic yard	
Residential Sized Refrigerator/Freezer	$62.50	per item	
Residential Sized Appliances, Furniture, Electronics	$25.00	per item	
ATV Tires	$5.00	per tire	
Auto/Truck Tires	$10.00	per tire	
Heavy Equipment Tires	35.00	per tire	
Commercial Sized Refrigerator/Freezer	$312.50	per item	
Commercial Sized Appliances, Furniture, Electronics	$125.00	per item	
Small Lead Acid Batteries	$25.00	per battery	Arrangements must be made in advance with Public Works by contacting 907-600-4355. Self-haul of batteries will be to Motor Pool Building.
Vehicle Sized Lead Acid Batteries	$43.75	per battery	
Heavy Equipment Sized Lead Acid Batteries	$62.50	per battery	
Used Oil	$6.00	per gallon	Arrangements must be made in advance with Public Works by contacting 907-600-4355. Self-haul of used oil will be to Motor Pool Building. Used oil cannot include hazardous material such as antifreeze, or the drum and contents will be returned for disposal at customer's expense for handling must be used motor oil only with no contaminants, accepted only if crews and equipment are available.

**Special Municipal Collection Service

Service	Rate	Basis	Special Instructions	
Residential Sized Refrigerator/Freezer	$107.88	per item	Arrangements must be made in advance with Public Works. Contact 907-600-4355 to make arrangement for municipal pickup of these items.	
Residential Sized Appliances, Furniture, Electronics	$45.98	per item		
ATV Tires	$10.00	per tire		
Auto/Truck Tires	$20.00	per tire		
Refuse Pick Up at Dock	$31.25	per bag		
Container Size	**Rate**	**Frequency**	**Monthly Lease Fee**	**Damage or Loss Fee**
1.5 Cubic Yard Dumpster	$200.13	per pick up	$62.50	$313 per dumpster
2 Cubic Yard Dumpster	$266.83	per pick up	$93.75	$438 per dumpster
3 Cubic Yard Dumpster	$400.24	per pick up	$125.00	$625 per dumpster

Notes

Due to limited stock, specific size drop boxes may not be available for rent.
***Special Municipal Collection Service is for residents that want the Utility to pick up items at their house instead of doing a self-haul. Additionally, this service includes a one-time delivery and pick up of 1.5 to 3 cubic yard dumpsters.*

Sewer Utility Rates

Sewer Utility rates are established by City ordinance, see https://saintpaul.municipal.codes/CCO/13.10.120.

Residential Housing = $42.90 per month

Small Business = $76.69 per month

Commercial Tier I = $258.84 per month

Commercial Tier II = $450.57 per month

Commercial Tier III = $642.30 per month

Commercial Tier IV = $834.03 per month

New Commercial Service = $399.44 deposit

Sewer Truck Pump Out = $475.83 per hour

Water Utility Rates

Water Utility rates are established by City ordinance, see https://saintpaul.municipal.codes/CCO/13.15.140.

Domestic/Residential = $46.20 per month

Small Business = $73.92 per month

Commercial Tier I = $241.08 per month

Commercial Tier II = $434.28 per month

Commercial Tier III = $619.08 per month

Commercial Tier IV = $803.88 per month

Commercial (metered)= $15.71 per 1,000 gallons, $500.00 per month minimum

Commercial (temporary meter) = $2.10 per gallon

Commercial Processor = $15.53 per 1,000 gallons

Water at Dock = $2.10 per gallon

Connect Fee (Residential) = $100.00

Disconnect Fee (Residential) = $100.00

Connect Fee (Small Business/Commercial) = $250.00

Disconnect Fee (Small Business/Commercial) = $250.00

Connect/Disconnect Fee (Commercial Temporary Meter) = $300.00

Connect/Disconnect Fee (Dock) = $110.88

Planning and Zoning Fees and Penalties

Planning and zoning fees and penalties are established by City ordinance, see https://saintpaul.municipal.codes/CCO/18.05.060. The following are the planning and zoning fees and penalties as of January 1, 2026:

	DESCRIPTION	PROVISION	FEE/FINE
1.	Public Place or Public Property Use Permit Haul Permit	Section 18.15.030(b)	$1,610.00 $575.00
2.	Failure to obtain Public Place or Public Property Use Permit at least 24 hours prior to use	Section 18.15.060(a)	Up to 3 times the permit cost under Section 13.02.010(b)
3.	Failure to comply with a condition imposed in a Public Place or Public Property Use Permit	Section 18.15.060(b)	Up to 5 times the permit cost under Section 13.02.010(b) for each violation
4.	City restoration of public place or public property to its condition prior to unauthorized use	Section 18.15.060(c)	All costs incurred by the City
5.	Construction Permit – Notice to Proceed-Review Process Residential Pre-Application New Construction Residential Pre-Application Addition/Remodel Construction Commercial Pre-Application New Construction Commercial Pre-Application Addition/Remodel Construction	Section 18.15.070(a)	 $115.00 $57.50 for Non-Residents Free to Residents $632.50 $345.00

	DESCRIPTION	PROVISION	FEE/FINE
	Residential Full Application New Construction		
	1 – 1,600 Square Feet		$2,760.00
	1,601 – 3,000 Square Feet		$4,025.00
	3,001 – 5,000 Square Feet		$5,405.00
	5,001 – 10,000 Square Feet		$6,727500
	10,001 – 30,000 Square Feet		$8,050.00
	30,001 – 50,000 Square Feet		$9,430.00
	50,001+ Square Feet		$13,455.00
	**Residential Full Application Addition/Remodel Construction		
	1 – 1,600 Square Feet		$1,035.00
	1,601 – 3,000 Square Feet		$2,012.50
	3,001 – 5,000 Square Feet		$4,025.00
	5,001 – 10,000 Square Feet		$5,060.00
	10,001 – 30,000 Square Feet		$6,095.00
	30,001 – 50,000 Square Feet		$7,072.50
	50,001+ Square Feet		$8,050.00
	Commercial Full Application New Construction		
	1 – 1,000 Square Feet		$1,265.00
	1,001 – 3,000 Square Feet		$5,290.00
	3,001 – 5,000 Square Feet		$7,015.00
	5,001 – 10,000 Square Feet		$8,740.00
	10,001 – 30,000 Square Feet		$13,915.00
	30,001 – 50,000 Square Feet		$17,422.50
	50,001+ Square Feet		$26,105.00
	Commercial Full Application Addition/Remodel Construction		
	1 – 1,000 Square Feet		$1,380.00
	1,001 – 3,000 Square Feet		$2,645.00
	3,001 – 5,000 Square Feet		$5,290.00
	5,001 – 10,000 Square Feet		$6,555.00
	10,001 – 30,000 Square Feet		$7,820.00
	30,001 – 50,000 Square Feet		$9,200.00
	50,001+ Square Feet		$10,465.00
6.	Occupancy Approval	Section 18.15.080(a)	$500.00
7.	Failure to obtain Occupancy Approval prior to occupancy or use	Section 18.15.080(b)	Up to 5 times the permit cost under Section 13.02.020

	DESCRIPTION	PROVISION	FEE/FINE
			(b) for each violation
8.	Appeal of decision of Planning and Zoning Commission or Zoning Administrator	Section 18.10.080(a)	$2,875.00
9.	Conditional Use Permit	Section 18.25.090(c)(6)	$10,005.00
10.	Variance Application	Section 18.30.030(b)	$6,325.00
11.	Zoning Violation	Section 18.30.050(a)	$1,150.00 per day
12.	Abbreviated Plat Process filing fee	Section 18.20.020(a)	$1,610.00 per plat
13.	Preliminary Plat filing fee	Section 18.20.090(a)	$1,610.00 per plat
14.	Final Plat filing fee	Section 18.20.100(a)	$1,245.00 per plat
15.	Platting Violation	Section 18.20.090(a)	$1,150.00 per day

***Fees for residents may be waived by the City Manager if it is determined in the Pre-application phase that the proposed project will not affect City utilities and/or have an impact community health and safety.*

Saint Paul Harbor Rates

Dockage, wharfage, and storage in the Saint Paul Harbor are established by City ordinance, see https://saintpaul.municipal.codes/CCO/14.25. The following are the Saint Paul Harbor rates as of January 1, 2026 and do not include tax:

Dockage

Minimum - Up to 3 hours = $200.00 – Any time over 3 hours will be billed per 12-hour period

Vessels 48'- 100' in length = $230.60 per 12-hour period

Vessels 101'-125' in length = $286.50 per 12-hour period

Vessels 126'-150' in length = $355.41 per 12-hour period

Vessels 151'-175’ in length = $440.23 per 12-hour period

Vessels 176'-200' in length = $496.13 per 12-hour period

Vessels 201'-225' in length = $520.91 per 12-hour period

Vessels 226' + in length = $635.89 per 12-hour period

All pleasure vessels = $83.19 per 24-hour period

Touch & Go

All vessel classes = $25.00 if vessel is at a City dock less than 15 minutes

Wharfage

Loading and Unloading Performed by City = $0.015 per pound

Loading and Unloading Performed by Private Party (*with Harbormaster approval*) = $0.006 per pound

Aggregate (e.g. sand, gravel, rock, dredge material) = $1.60 per 2,000 pounds

Passenger Wharfage Fee

Upon each visit by a passenger ship docking at a city-owned or city-leased port facility = $12.00 per passenger

Upon each visit by a passenger ship that lighters passengers to or from a wharf or port facility owned or leased by the municipality or any private entity = $10.00 per passenger

Upon each visit by a passenger ship docking at wharf or port facility owned by a private entity = $8.00 per passenger

Crab Pots

Loading or offloading across City docks = $3.06 per pot

Repairing/working pots on City docks = $10.44 per pot

Storage on the Dock

Authorized use only = $1.38 Per square foot, per day

Unauthorized use only = $3.30 Per square foot, per day

1-Acre Upland Storage

Authorized use only = $0.23 Per square foot, per day

The following are the current tax rates as of January 1, 2026:

Sales Tax

The City of Saint Paul levies a sales tax on all goods and services sold or provided on Saint Paul Island. Sales tax rates and procedures are defined in the City of Code of Ordinance Chapter 4.25, see https://saintpaul.municipal.codes/CCO/4.25.

Sale of goods and services = 3.5%

Sale of seafood (non-rationalized species and shares) = 3.5%

Sale of seafood (rationalized species and shares) = 2.0%

Remote Seller Sales Tax

The City of Saint Paul levies a sales tax on remote sale of goods and services sold. Remote sales tax rates and procedures are defined in the City of Code of Ordinance Chapter 4.30, see https://saintpaul.municipal.codes/CCO/4.30.

Remote seller sales tax = 3.5%

Vehicle Rental Tax

The City of Saint Paul levies a vehicle rental tax on rental of equipment and vehicles on Saint Paul Island. The room tax rate and procedures are defined in the City of Code of Ordinance Chapter 4.35.

Room Tax = 8.0%

Room Tax

The City of Saint Paul levies a room tax on rental of rooms on Saint Paul Island. The room tax rate and procedures are defined in the City of Code of Ordinance Chapter 4.40.

Room Tax = 12.0%

ATTACHMENT O:
EPA Best Practices Guide for Procurement

Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements

Issue Date: November 2022

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Introduction.

As a recipient of EPA financial assistance agreement (grants and cooperative agreements), you will likely find it necessary to purchase or "procure" professional services, supplies or equipment, in order to complete the work under your EPA awards. EPA developed this Best Practice Guide (Guide) to help recipients other than states meet federal requirements contained in the Procurement Standards of the Uniform Grant Guidance (UGG) published at 2 CFR Part 200 when making such purchases.[1] **If you have questions regarding any of the matters addressed in this guidance EPA encourages you to contact your Grants Specialist.**

As provided in 2 CFR 200.317, with limited exceptions, states follow the same policies and procedures they follow for procurements financed with non-Federal funds.[2] This Guide should, however, be useful to state pass-through entities when monitoring subrecipient compliance with the UGG because the Procurement Standards "flow down" to subrecipients other than borrowers in EPA revolving loan fund capitalization grant programs.[3]

Overview:

This Guide describes the financial transactions covered by the competitive procurement requirements and other rules you must follow when awarding and administering EPA funded contracts. **With very few exceptions, recipients must follow a competitive process when using EPA funds to purchase supplies, equipment and professional services in amounts that exceed their "micro-purchase" threshold.**[4] Other rules cover purchasing systems, conflicts of interest, cost and price analyses, required contract clauses, and bonding requirements for construction. This Guide also provides guidance on unique EPA limitations regarding expenditures for consulting services.

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[1] As provided at 2 CFR 200.110 " . . . non-Federal entities may continue to comply with the procurement standards in previous OMB guidance [e.g. 2 CFR Part 215] for a total of three fiscal years after this part goes into effect. As such, the effective date for implementation of the procurement standards for non-Federal entities will start for fiscal years beginning on or after December 26, 2017." Please refer to question .110-6 of OMB's July 2017 Frequently Asked Questions for details.

[2] States are subject to the requirements of the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917) and at 2 CFR 200.322 for domestic preferences for procurement and at 2 CFR 200.323 for Procurement of recovered materials and any contract clauses required by 2 CFR 200.327. All recipients, including states, must comply with EPA's rules for disadvantaged business enterprises at 40 CFR Part 33 which supplement 2 CFR 200.221.

[3] *Pass-through entities*, as defined at 2 CFR 200.1, are recipients who provide subawards to eligible subrecipients.

[4] As provided in the definition of *Micro-purchase threshold* at 2 CFR 200.1, the amount of the general micro-purchase threshold for procurements made with Federal financial assistance is the same as the *Micro-purchase threshold* at 48 CFR 2.101 for direct Federal procurement. The current micro-purchase threshold is $10,000 although the threshold is subject to adjustment based on inflation. Some recipients may establish micro-purchase thresholds up to $50,000 subject to the requirements of 2 CFR 200.320(a)(1)(iv) or higher than $50,000 with the approval of their cognizant Federal agency for indirect costs as provided in 2 CFR 200.320(a)(1)(v).

Differences between procurement contracts and other financial transactions.

It is very important to accurately characterize financial transactions you enter into with EPA funds. There are five basic ways to transfer funds to individuals, organizations, companies and government agencies to perform your EPA assistance agreements. The rules differ depending on the type of transaction. Information to help you accurately characterize financial transactions is provided below. EPA has also published detailed Frequent Questions (FQ) to further assist you in characterizing financial transactions at https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients. Note that referring to a financial transaction as a "partnership" does not determine the proper characterization of the transaction or the rules that apply.

1. You may hire personnel or pay current employees to perform work under the assistance agreement.

    a. An individual must be on your organization's payroll (i.e., receive a W-2) for tax purposes to be considered an employee. Requirements for documenting the proper use of EPA funds to compensate employees are found at 2 CFR 200.430 (wages) and 2 CFR 200.431 (fringe benefits).

    b. Consultants or "contract employees" such as outside experts or training instructors who typically receive IRS Form 1099 for tax records are not considered employees for the purposes of your EPA assistance agreement. They are contractors.

2. You may procure supplies, equipment or professional services from individuals or companies through procurement contracts. You must have a system in place for administering contracts, ensuring that there are no conflicts of interest, conducting cost or price analyses when required and including contract clauses required by the UGG. EPA also has unique requirements which limit the amount you may pay individual consultants in certain cases. These requirements are discussed in more detail below.

3. You may fund a program or project that carries out a public purpose through a subaward of financial assistance to an eligible organization. Subawards usually may be entered into without competition so differentiating between procurement contracts and subawards is particularly important.

    a. A subaward may take any form. Even if you refer to it as a contract—it is the substance of the transaction that matters. The UGG provides guidance at 2 CFR 200.331 for determining whether a transaction is a subaward or procurement contract and at 2 CFR 200.332 for overseeing and managing subrecipients. EPA has supplemented the UGG guidance through EPA's Subaward Policy (Appendix A) and FQs which are available at https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients. Transactions between recipients and for-profit firms or individual consultants are procurement contracts with very few exceptions. There also

may be situations in which you enter into a procurement contract with a non-profit organization for commercially available services such as accounting.

b. EPA generally considers transactions between recipients and Federal agencies, non-Federal units of government, institutions of higher education, and non-profit organizations to be subawards regardless of whether the instrument is referred to as a contract. Subrecipients must comply with the regulations on procurement in 2 CFR Part 200 when procuring services, supplies or equipment. Pass-through entities are responsible for ensuring that their subrecipients procure services, equipment and supplies in compliance with the UGG standards.

c. In certain situations, a recipient may use micro-purchases rather than subawards for efficiency reasons to provide small amounts of financial assistance to eligible subrecipients. Micro-purchase amounts generally do not exceed $10,000. EPA provides detailed guidance on this practice in the EPA Subaward Policy Frequent Questions. Essentially, recipients may not use micro-purchase procedures to simply transfer funds to another non-Federal entity. The transaction must finance tangible work that will be performed in accordance with the terms of the micro-purchase agreement and be appropriately documented through invoices or similar accounting records. Recipients that are subject to the definition of *Modified total direct costs* in 2 CFR 200.1 when distributing indirect costs may not use micro-purchases in lieu of subawards when the amount of the micro-purchase exceeds $25,000 even if their authorized micro-purchase threshold is more than that amount.

The policy of allowing recipients to use micro-purchase procedures in lieu of subawards does not apply when a statute or regulation requires a pass-through entity to use subawards. For example, under section 6 of the Environmental Education Act recipients of pass-through funding must use 25% of the amount of the EPA grant for subawards of $5,000 or less. Micro-purchase procedures may not be used in these circumstances.

Additional information on micro-purchases is available in Section 2, Competition Thresholds, of the **Competition** chapter of this Guide.

4. You may transfer funds between agencies of the same unit of government under interagency service agreements or intergovernmental orders provided for at 2 CFR 200.417 or between departments of an Institution of Higher Education (IHE).

a. Transfers of funds between agencies of the same unit of government (e.g. state, tribal and local governments) are typically not procurement contracts for the purposes of the UGG unless state, tribal or local law provides otherwise. EPA also does not consider intragovernmental transfers to be subawards subject to the UGG's management and monitoring requirements of 2 CFR 200.332 unless state, tribal or local law provides otherwise.

b. Transfers of funds between departments of IHEs are typically not procurement contracts or subawards but are governed by the IHE's internal accounting practices for federal funds.

c. Additional guidance on internal transfers is available in the FAQs for EPA's Subaward Policy which is available at https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients

5. You may support the participation of an individual in your EPA-funded program through the payment of stipends, travel allowances, and similar *Participant support costs* under 2 CFR 200.1 and 200.456. Additionally, as provided at 2 CFR 1500.1 and EPA Guidance on Participant Support Costs, you may also provide rebates, subsidies and similar financial incentives to encourage companies to participate in EPA funded programs that promote environmental stewardship. These transactions are neither procurement contracts nor subawards.

a. Examples of participant support costs for individual program beneficiaries include stipends paid to interns who are not employees of your organization, registration fees for community members attending conferences, and travel support for individuals who are not employees of your organization to enable them to participate in training, work groups, and research projects.

b. Examples of allowable rebates and subsidies include payments made to transportation companies or individual owner-operators of trucks to offset the costs of purchasing pollution control technologies as authorized by the Diesel Emissions Reduction Act or EPA's annual appropriations acts. Other rebates and subsidies include incentives paid to farmers to adopt best management practices for control of non-point source water pollution authorized under section 319 of the Clean Water Act and payments made to businesses to install source reduction technologies as authorized by section 6605 of the Pollution Prevention Act.

c. You must have written prior EPA approval to pay participant support costs or to re-budget funds EPA has provided for participant support costs to other direct cost categories.

Regulations Governing Procurement Contracts.

The UGG Procurement Standards are at 2 CFR 200.317 through 200.327 of 2 CFR Part 200. The standards for the allowability of professional service costs are found at 2 CFR 200.459. Requirements for supplies are set forth at 2 CFR 200.314, and equipment is covered by 2 CFR 200.313. Additional information regarding the difference between equipment and supplies is provided below. What is important for the purposes of this guidance is that services, supplies and equipment must be purchased or leased in compliance with the UGG Procurement Standards. Additionally, EPA has regulations at 40 CFR Part 33 (discussed below) requiring that recipients make good faith efforts use Disadvantaged Business Enterprises (DBE).

Some other EPA regulations may establish purchasing requirements that apply to certain programs. These regulations include those for Superfund Technical Assistance Grants (TAG) (40 CFR Part 35, Subpart M) and Superfund Cooperative (40 CFR Part 35, Subpart O). If you are a recipient of a TAG or Superfund Cooperative Agreement, review the applicable rule to ensure you comply with the specific requirements for your assistance agreement.

Basic requirements for procurement system.

The UGG's Procurement Standards are designed to ensure that purchases are made at a reasonable price in a fair and openly competitive way. You must also document your procurement decisions in a manner that will ensure that the transactions have met Federal requirements. Many organizations that receive EPA financial assistance have their own procurement systems. If you have your own system that meets the minimum standards of the UGG, you may use that system. If your system and procurement requirements do not meet the UGG's minimum requirements, you may amend the system or your procurement requirements to meet UGG requirements. In any event, **you must conduct your procurements in accordance with the minimum UGG requirements even if your own procurement system has less stringent standards (e.g. for sole-source contracts).**

The following sections of this guidance are based on and provide cross-references to the applicable regulations and can help ensure you have an adequate procurement system. These are minimum standards and your organization may establish more comprehensive procedures.

1. Your procurement procedures must be documented and comply with State, local or tribal laws and regulation as well as Federal laws and the UGG. 2 CFR 200.318(a).

2. You must oversee EPA-funded contracts to ensure contractors perform in accordance with the terms and conditions of the contract. 2 CFR 200.318(b)

3. You must avoid procuring unnecessary or duplicative items and procure economically by consolidating or breaking out items to obtain discounts. Leasing equipment rather than purchasing may be more economical as indicated in the discussion below on equipment. 2 CFR 200.318(d).

4. EPA encourages recipients to enter into intergovernmental or inter-entity agreements to competitively procure common goods and services. 2 CFR 200.318(e). For example, some states have contracts with environmental consultants that local governments may also use to acquire consulting services without further competition. Two or more recipients or subrecipients could also solicit offers for common services such as developing web sites or laboratory analysis and share the cost of the contract. Recipients should document how the costs are allocated, the competitive procedures used to select the contractor, and the basis for selecting the individual or firm awarded the contract.

5. Recipients should consider obtaining excess or surplus Federal personal property from the General Services Administration in lieu of purchasing new equipment. 2 CFR 200.318(f).

Additional information on obtaining surplus property from GSA is available by clicking the link here.

6. If you are carrying out a construction project, consider using "value engineering" clauses to reduce costs. 2 CFR 200.318(g) : "Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost" 48 CFR PART 48—VALUE ENGINEERING http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=774c132cd89f432a4396b976f68a0661&mc=true&n=pt48.1.48&r=PART&ty=HTML

7. Evaluate potential contractors' performance histories, integrity records, and compliance with public policies and laws. 2 CFR 200.318(f). Additional information regarding how to find out if a contractor is eligible to participate in an EPA funded project is provided below under "Suspension and Debarment."

8. Document the history of the procurement. Minimum record-keeping requirements include the ". . . rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i). EPA recommends that recipients develop detailed paper or electronic files for each procurement action above the micro-purchase threshold. These files should include documentation of:

a. Selection of contract type (e.g. fixed-price or cost reimbursement);

b. Independent estimate of the cost for the contract;

c. Solicitation of bids or offers and responses from potential contractors or sole-source justification;

d. Determination that the price is reasonable;

e. Final contract including any clauses required by 2 CFR 200.327 and Appendix II of the UGG;

f. Amendments to the contract and contract administration actions; and,

g. Good faith efforts to use DBEs.

More information on these basic procurement requirements is provided below. Additionally, as required by 2 CFR 200.302(b)(7) and 200.403 recipients must have written procedures for determining that costs are necessary, reasonable and allocable to the EPA assistance agreement. Recipients should, for example, be able to document why an EPA-funded contract is necessary to carry out a particular provision of the scope of work for the agreement. Recipients must also have internal controls as required by 2 CFR 200.302(b)(4), including procedures to document that contracts were successfully performed (i.e., invoices showing goods and services delivered and accepted) and charges to the agreement for contractual services are accurate and documented.

9. EPA is not a party to recipients' contracts. The recipient alone is responsible for exercising sound business judgment in administering contracts and settling protests, disputes and contractor claims. Recipients must, however, refer violations of law to the appropriate local, state or Federal authority. 2 CFR 200.318(k).

Conflicts of Interest in Procurement.

1. Financial Conflicts of Interest. As provided at 2 CFR 200.318(c)(1):

> No employee, officer, or agent [of a recipient] may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

You must have written standards of conduct to implement these requirements. These standards may include exceptions when financial interests are not substantial / or unsolicited gifts are of nominal value (e.g. coffee mugs, baseball caps, pens and refrigerator magnets). However, recipients' codes of conduct must include disciplinary actions for violations.

Note: EPA takes financial conflict of interest violations seriously as reflected in EPA's Recipient Conflict of Interest Policy. The Agency may disallow costs for contracts tainted by conflicts of interest whether the recipient has adopted a code of conduct or not.

2. Organizational Conflicts of Interest. Recipients other than state, tribal or local governments must also maintain written standards of conduct addressing organizational conflicts of interest. "Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization." 2 CFR 200.318(c)(2). An example of an organizational conflict of interest is a situation in which a nonprofit recipient procures services from a for-profit affiliate with EPA funds. Guidance on relationships that make two organizations affiliated is available at 2 CFR 180.905.

Disadvantaged Business Enterprise (DBE) opportunity.

Under 40 CFR 33.301, a recipient must make good faith efforts to contract with DBEs whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. The good faith efforts are required methods to be used by all EPA recipients to ensure DBEs have the opportunity to compete for procurements funded by EPA financial assistance. The regulations at 40 CFR 33.501(a) require a recipient to document its methods used to adhere to the good faith efforts and retain the documentation in the recipient's records. Recipient's failure to retain proper documentation may constitute noncompliance and result in remedial action as described in 40 CFR 33.105. Examples of proper documentation include, but

are not limited to, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records. In addition, if one or more of the good faith efforts cannot be performed, EPA recommends that the circumstances that have precluded the efforts be documented and retained in the recipient's records.

In addition, Appendix A to 40 CFR Part 33 requires that each procurement contract signed by an EPA financial assistance agreement recipient include the following term and condition:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EPA's Office of Small and Disadvantaged Business Utilization (OSDBU) provides DBE resources and Training at https://www.epa.gov/resources-small-businesses. The competition requirements discussed below must take into consideration the recipient's obligations under 40 CFR Part 33.

Competition.

1. You must, to the maximum extent practicable, ensure open and free competition in your purchasing. 2 CFR 200.319. Some situations that are indicators of unnecessarily restricted competition specified in the regulation include:

- Working with, using sample language or templates from, accepting free services from, or hiring any contractors to develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for procurements if that contractor will be competing for the resultant contract in violation of 2 CFR 200.319(b).
- Imposing unreasonable requirements on firms in order for them to compete for your business.
- Requiring unnecessary experience and excessive bonding.
- Allowing noncompetitive pricing practices between firms or between affiliated companies.
- Making noncompetitive awards to consultants that are on retainer contracts.
- Permitting organizational conflicts of interest.
- Specifying only a **brand name** product instead of allowing an **equal product** to be offered and describing the performance of other relevant requirements of the procurement.
- Taking arbitrary actions that favor one firm over others.

a. Recipients may not use geographic preferences in conducting procurements even if those preferences are authorized by state, tribal or local law. A Federal statute must authorize the use of geographic preferences. However, for architectural and engineering

(A/E) services, location may be a selection factor provided there are an adequate number of firms to compete for the contract. 2 CFR 200.319(c).

b. Under the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended, 25 U.S.C 450-458ddd-2 tribal recipients may give preference to Indian organizations and to Indian-owned economic enterprises when awarding procurement contracts under EPA assistance agreements.[5] EPA does not interpret the ISDEAA to, in and of itself, authorize sole source procurements with Indian organizations and Indian-owned economic enterprises. However, tribal recipients may give preference to these entities when developing lists for soliciting bids and proposals.

c. Your written procedures for competitive procurements must ensure that solicitations clearly and accurately describe technical requirements, qualitative factors, and minimum standards while avoiding detailed product specifications that restrict competition. You may use "brand name or equivalent" for supplies and equipment only if it is impractical or too costly to develop clear and accurate technical specifications. Recipients must disclose evaluation factors to offerors. 2 CFR 200.319(d).

d. Recipients may use pre-qualified bidders lists only if the lists are periodically updated, take DBE considerations into account, and include enough sources (at least 3) to ensure maximum open and free competition and sources may qualify during the solicitation period. 2 CFR 200.319(e).

2. Competition Thresholds.

a. As authorized by 2 CFR 200.320(a)(1), recipients may purchase goods and services that do not cost more than the *Micro-purchase threshold* described at 2 CFR 200.1 (currently set at $10,000 for most recipients) without competition provided purchases are equitably distributed among suppliers to the extent practicable, taking DBE considerations into account, and the price is reasonable.

(1) The micro-purchase threshold is periodically adjusted for inflation or statutory changes and the most current threshold can generally be found at Federal Acquisition Regulation (FAR) at 48 CFR 2.101.

(2) Some recipients may establish micro-purchase thresholds up to $50,000 subject to the requirements of 2 CFR 200.320(a)(1)(iv) or higher than $50,000 with the approval of their cognizant Federal agency for indirect costs as provided in 2 CFR 200.320(a)(1)(v).

(3) Micro-purchases are appropriate where market forces ensure that prices are competitive (e.g. supplies).

(4) Recipients may not make a series of purchases in a relatively short time frame from the same source (particularly for professional services) in amounts at or less than the micro-purchase threshold or less to avoid competition as that practice

[5] Indian Organizations and Indian-owned economic organizations are defined at 25 U.S.C. 1452.

would not lead to equitable distribution of purchases from qualified sources. Auditors may properly question compliance with the UGG Procurement Standards in these circumstances. Recipients should make a good faith estimate of the amount of contractual services or products necessary to perform a particular activity over the life of the assistance agreement and estimate the amount of the contract accordingly.

b. For purchases that cost more than the micro-purchase threshold but less than the *Simplified acquisition threshold* described at 2 CFR 200.1 (currently set at $250,000), recipients may use 2 CFR 200.320(a)(2) small purchase procedures and solicit offers from an adequate number of sources, taking DBE considerations into account, without formally advertising or otherwise publicizing the contracting opportunity.

(1) The simplified acquisition threshold is generally found in the FAR at 48 CFR 2.101, and is periodically adjusted for inflation and statutory changes.

(2) EPA's position is that recipients must obtain documented prices or quotes (e.g. by email or price list searches) from at least 3 three qualified sources to meet this requirement although recipients may establish procurement procedures that require solicitations from more sources.

(3) You need not select the lowest priced item or service if it does not meet your requirements or you can otherwise demonstrate that the goods or services available at a higher price offer the best value. You must, however, justify a decision to purchase at the higher price and ensure that the vendor charges similarly situated customers the same price as it is offering to you and document that decision in the procurement file.

(4) You do not need to obtain bid or performance bonds for purchases in amounts less than the simplified acquisition threshold.

c. Procurements in excess of the simplified acquisition threshold are subject to the formal competitive requirements of 2 CFR 200.319 and 2 CFR 200.320(b). There are two types of formal procurements: sealed bids and competitive proposals.

(1) Sealed bidding is appropriate when precise specifications can be developed and a firm fixed-priced contract will be awarded to the responsive bidder based principally on price. The sealed bid approach to competitive procurements is typically only used for construction projects, purchases of equipment widely available in the commercial marketplace, and procurement of supplies in bulk.

(a) Recipients must solicit bids from an adequate number of potential contractors, taking DBE considerations into account.

(b) Tribal and local government recipients must publicly advertise the contracting opportunity. Other recipients may use web site announcements, pre-qualified or general bidders lists that comply with 2 CFR 200.319(e), or similar means to solicit bids.

(c) The solicitation would need to remain open at least 30 days as provided in 40 CFR 33.301(b) and the recipient should make the U.S. Small Business administration and the U.S. Minority Business Development Agency aware of the solicitation per 40 CFR 33.301(d).

(d) Detailed requirements for sealed bidding are set forth at 2 CFR 200.320(b)(1) If you do not intend to award the contract to the lowest bidder, contact EPA's Grant Specialist to determine if EPA approval is required under 2 CFR 200.325(b)(4).

(2) Procurement by competitive proposals is appropriate when conditions for sealed bidding are not met and the recipient will award either a firm fixed-price or cost-reimbursement contract. This technique is typically used for acquisition of services where the offerors' qualifications or technical approaches may be more important than price considerations.

(a) Requests for proposals (RFP) must be publicized and identify evaluation factors. Publication techniques include website announcements, pre-qualified or general offeror lists that comply with 2 CFR 200.319(e), or similar transparent means to solicit proposals.

(b) The RFP would need to remain open at least 30 days as provided in 40 CFR 33.301(b) and the recipient should make the U.S. Small Business administration and the U.S. Minority Business Development Agency aware of the solicitation per 40 CFR 33.301(d).

(c) Recipients must have a written method for conducting technical evaluations.

(d) Detailed requirements for procurement by competitive proposals are set forth at 2 CFR 200.320(b)(2)

(e) Note that as authorized by 2 CFR 200.320(b)(2)(iv) recipients may use qualification based competitive selection techniques for Architecture and Engineering services where price is not a selection factor provided the recipient negotiates fair and reasonable compensation with the A/E firm. Note that EPA's position is that the "qualifications based" procurement procedures described in 2 CFR 200.320(b)(2)(iv) may be used when acquiring services that can only be provided by a licensed A/E firm such as when state or local law requires that a licensed A/E firm prepare technical specifications for a construction project. As stated in the regulation: "The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort."

d. Recipients may request that the EPA review their procurement systems for compliance with the UGG Procurement Standards and thus obtain an exemption from pre-

procurement reviews by EPA. 2 CFR 200.325(c). Otherwise, EPA may require that you submit procurement documents for purchases in excess of the Simplified Acquisition Threshold to EPA for clearance prior to or after conducting a competition. 2 CFR 200.325(b).

3. Long-term contracts.

a. Recipients may enter into competitively awarded long-term (generally not to exceed five years) contracts for professional services or equipment leases that include options for periodic renewals. If the long-term contract precedes the EPA assistance agreement, recipients may use that contract if it was procured competitively consistent with Federal financial assistance regulations (including DBE considerations) in effect at the time. The use of such contracts in EPA assistance agreements does not constitute sole source procurement since the original contract was competed.

b. Long-term contracts that were awarded without competition may not meet EPA's minimum requirements for compliance with the UGG Procurement Standards. Additionally, out of scope modifications to contracts in amounts that exceed the Simplified Acquisition Threshold are subject to EPA approval as provided at 2 CFR 200.325(b)(5).

4. Sole-Source Contracts.

a. Sole-source contracts in excess of the micro-purchase threshold should be rare. Potential justifications are described at 200.320(c) and include such factors as only one source has the goods or is able to perform the service, an emergency, EPA approval, or after soliciting a number of sources the recipient reasonably decided competition was inadequate.

b. EPA's general policy is to require competition in accordance with 2 CFR 200.319 and 2 CFR 200.320 for commercially available items (including consulting services). EPA recommends that recipients consult with EPA prior to making sole source procurements. Situations in which EPA may approve sole source contracts are generally limited to those in which a patent, copyright, or equipment maintenance agreement with the manufacturer are in place; the service or product demonstrates that an item is available from only one firm; or there is an emergency (e.g. a natural disaster) that precludes competitive contracting. Recipients who procure sole source contracts without EPA approval do so at their own risk.

c. EPA staff may not suggest, recommend or direct recipients to hire particular firms or individuals.

d. EPA does not require recipients to identify contractors in proposals. The fact that a recipient has named a contractor in its proposal as a "partner" or otherwise does not in and of itself justify a sole-source award. If, at any time, EPA finds that a sole-source contract does not comply with EPA's interpretation of the UGG, EPA may disallow all or part of the cost of the contract as provided at 2 CFR 200.339.

Purchasing Preferences.

1. a. **Build America, Buy America.** The Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply to EPA funding obligated after May 14, 2022, for EPA funded infrastructure projects. None of the EPA funding subject to BABA may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The BABA preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Additional information on BABA compliance is available in EPA's "Build America, Buy America" (link) General Term and Condition.

1. b. **Uniform Grant Guidance.** Domestic Preference requirements for EPA financial assistance agreements that are not subject to BABA or another statutory domestic preference requirement such as section 1452(a)(4) of the Safe Drinking Water Act or section 608 of the Clean Water Act are currently found in 2 CFR 200.322. Under 2 CFR 200.322(a) " . . . to the extent consistent with law, [recipients] should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)." The regulation provides definitions of the terms "Produced in the United States" and "Manufactured products" at 2 CFR 200.322(b). Recipients must include a description of this domestic preference policy in all subawards, contracts, and purchase orders.

2. **Recovered Materials.** As provided in 2 CFR 200.223, State agencies or agencies of a political subdivision of a state and their contractors " . . . must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable . . . ". Political subdivisions of states typically include municipalities such as cities, towns, boroughs, counties, parishes, districts or other public bodies created by or pursuant to state law to exercise governmental authority.

This requirement applies when it is " . . . consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000" . Non-federal entities subject to 2 CFR 200.223 must also procure " . . . solid waste management services in a manner that maximizes energy and resource recovery" and establish " . . . an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines."

Contract types.

You must decide which type of contract is appropriate given the circumstances of each purchase. You may use your standard contract types for contracts under your EPA assistance. Contract types include:

1. Fixed-price contracts. Fixed-price contracts are used when there will likely be effective competition based on a complete product description and clear plans and specifications. As provided at 2 CFR 200.320(b)(1), recipients must use fixed price contracts in sealed bid situations. Recipients may use fixed priced contracts in other situations as well.

a. There should not be any significant technical or engineering unknowns.

b. The contractor furnishes the goods or services for the fixed-price, and so assumes significant risk. Profit is not typically stated or negotiated separately.

2. Cost-reimbursable contracts. You should use a cost-reimbursement contract when it is not feasible to award a fixed price contract.

a. The contractor's cost and profit are typically negotiated separately. The contractor satisfactorily completes only the amount of work equivalent to the estimated cost to qualify for the negotiated profit; the contractor may not complete the entire project.

b. The contractor assumes less risk than under a fixed price contract. Alternatively, you may negotiate a cost-reimbursable contract that includes a ceiling that may not be exceeded but requires completion of the work. In this situation, the risk to the contractor is increased.

4. **Time and Materials Contracts.** Recipients may use "time and materials" contracts only in circumstances in which no other contracting instrument is available, and there is a cap on the amount of the contract that the contractor exceeds at its own risk. 2 CFR 200.318(j). A time-and-materials contract is one in which the contract price is the sum of the cost of materials plus fixed labor hours that are "loaded" with wages, overhead, and profit such that the contractor has no incentive to control costs. Additional information on time and materials contract rules is available at 2 CFR 200.318(j).

5. "Cost Plus" Construction Contracts Prohibited. Cost plus a percentage of cost construction contracts provide an incentive for the contractor to increase costs in order to increase profit. The UGG Procurement Standards prohibit this type of contract. 2 CFR 200.324(d).

6. Additional resources.

EPA has posted answers to Frequent Questions on competitive procurement requirements at https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients. Recipients may also consult with their Project Officers and Grant Specialists for advice.

Cost or price analysis.

1. Under 2 CFR 200.324(a), recipients must perform a cost or price analysis in connection with every procurement action other than micro-purchases and simplified acquisitions, including

contract modifications.[6] Price analysis includes the comparison of price quotations submitted, market prices, bid prices for firm fixed-price contracts or similar information. Cost analysis is the review and evaluation of each element of cost to determine reasonableness.

2. Recipients must make and document independent estimates before receiving bids or proposals. Additional guidance is available at https://www.usaid.gov/sites/default/files/documents/1868/300maa.pdf

3. Under 2 CFR 200.324(b), recipients must negotiate profit as a separate element of cost for procurements other than micro-purchases, including sole-source contracts under the Simplified Acquisition Threshold.

4. You must determine the method and depth of review based on the facts surrounding your particular situation. Factors to consider include the amount of the contract, the extent of competition, the types of goods or services, and your experience in acquiring comparable items. When competition yields pricing within a reasonable range no further review may be necessary.

a. Even though the UGG does not require formal cost or price analyses for purchases in amounts lower than the Simplified Acquisition Threshold recipients must ensure that the costs for these transactions are reasonable. 2 CFR 200.403. Factors for determining reasonableness include arms-length bargaining and market prices for comparable goods and services. 2 CFR 200.404. EPA encourages recipients to document efforts taken to compare prices and other means of ensuring that reasonableness of contracts in amounts under the Simplified Acquisition Threshold. Your procurement records must document the basis for the contract price. 2 CFR 200.318(i).

b. When competition yields pricing within a reasonable range, no further review may be necessary. In other situations, recipients may conduct internet searches to find catalogue prices or service rates.

5. Additional information on cost or price analysis is available at Appendix A to this Guide.

Limitations on consultant compensation.

1. By statute, EPA may not reimburse recipients for compensation they pay to individual consultants on an hourly, daily or other basis that has the effect of exceeding the amount paid to Federal employees at Level IV of the Executive Schedule. The cap on compensation for individual consultants is statutory, applies to all recipients including states, and may not be waived by EPA.

a. As provided in 2 CFR 1500.10, the consultant cap applies to ". . . consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate."

[6] For procurements subject to 40 CFR Part 35, Subpart O, recipients must conduct a cost or price analysis in connection with every procurement as required by 40 CFR 35.6585.

b. If a consultant is paid on an hourly basis, EPA will not participate in more than the hourly equivalent of the rate or participate in more than the maximum daily rate if a consultant paid on an hourly basis works more than 8 hours in a day. There is no maximum number of days for the purposes of the consultant fee cap. However, if a consultant works less than 8 hours in a day, EPA will not participate in more than the hourly equivalent rate for each hour worked even if the consultant is paid on a daily basis.

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

- Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85).

- Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

c. The consultant fee cap only covers personal compensation. Reimbursement recipients pay to consultants for overhead and travel costs are not subject to the consultant fee cap.

d. The consultant fee cap is subject to revision annually when Office of Personnel Management (OPM) changes the compensation for Level IV of the Executive Schedule.

e. Contracts or subcontracts with multi-employee firms for services are not affected by the consultant compensation limitation in 2 CFR 1500.10 provided the contractor or subcontractor rather than the recipient selects, directs and controls individual employees providing consulting services. Note that contracts with individual consultants or consulting firms are subject to the competitive procurement requirements in 2 CFR Part 200.

f. The consultant compensation limitation does not apply to fixed priced contracts such as those structured as lump sum payments for completion of a study or design of a training course. Also, the consultant fee cap does not apply to contracts for technical advisory services awarded competitively under EPA's Superfund Technical Assistance Grant (TAG) program regulations at 40 CFR 35.4205 provided that the terms of the contract indicate that the technical advisor has the discretion of an independent contractor and do not vest the TAG recipient with responsibility for the direction and control of the technical advisor.

2. When the consultant fee applies often involves complex issues. EPA encourages recipients to contact their Grant Specialist if there are any questions.

Software and other intellectual property

You may copyright any software or written material that is subject to copyright and was developed, or for which ownership was purchased, under an award. EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as provided at 2 CFR 200.315.

Debarment and Suspension

1. You must ensure you do not award a contract to any person (organization or individual) debarred or suspended or otherwise excluded (excluded) from or ineligible for participation in Federal assistance programs, unless you have obtained an exception from EPA under 2 CFR 180.135. Excluded individuals are also precluded from acting as principals on contracts that EPA funds. EPA's definition of **principal** is found at 2 CFR 1532.995.

2. To verify that the person with whom you intend to do business is not excluded you can:

a. Check the System for Award Management (SAM);
b. Collect a certification from that person documenting that the person is not excluded; or
c. Add a clause or condition to the covered transaction with that person indicating that not being excluded is a condition of the agreement.

EPA strongly recommends that recipients check SAM.

3. When searching SAM, search by the name of the contractor, not by agency, to ensure all debarred, suspended or otherwise excluded contractors are found. EPA recommends that you search using the multiple names search function.

a. Some debarred contractors are ineligible under only certain programs. You must check the cause and treatment code to determine the circumstances related to each contractor.

b. If your search query provides possible matches, EPA recommends that you contact the agency that imposed the suspension, debarment or exclusion to determine the effect of the action and to ensure a match.

4. You must also ensure your subrecipient or contractor complies with 2 CFR Parts 180 and 1532, when using EPA funds and informs each person with whom they do business with at the next lower tier (2 CFR Section 180.330) of these requirements. To pass down these requirements, you must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of 2 CFR Parts 180 and 1532 (2 CFR Section 1532.332). Additional information regarding recipient and subrecipient responsibilities to ensure that excluded entities do not participate in EPA financial assistance programs may be found in the

General Terms and Conditions (T&C) "Suspension and Debarment" in the pass-through entity's agreement with EPA.

Required Contract Clauses.

Appendix II of the UGG and Appendix A to 40 CFR Part 33 specify the clauses that must be included in your EPA-funded contracts. The requirements vary based on the amount of the contract and the type of activities you will carry out under the EPA-funded agreements.

Supplies.

Supplies are defined in 2 CFR 200.1 as tangible personal property other than equipment with a per-item acquisition cost of $5000 or less.

1. Electronic devices including laptops, personal computers, tablets, and cell phones with a per-item acquisition cost of less than $5,000 may be classified as supplies unless the recipient's property management systems classify these items differently. Recipients may define such items as equipment to ensure they are tracked in their inventory systems.

2. You must follow the UGG Procurement Standards when purchasing supplies. Micro-purchases in amounts of $10,000 or less (unless your organization has a lower micro-purchase threshold or a higher threshold authorized under 2 CFR 200.320(a)(1)) without competition are permissible since competition in the commercial market-place is likely to yield reasonable prices, and recipients must equitably distribute purchases among sources by rotating vendors. Recipients, however, should consider using small purchase procedures to obtain bulk purchase discounts for supplies that will be used in large quantities.

Equipment.

1. *Equipment* is defined at 2 CFR 200.1 as tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit, although the recipient may establish a lower dollar amount threshold, through its written policies and procedures. This category includes only equipment the recipient proposes to purchase as a direct cost.

(a) Equipment also includes accessories and services included with the purchase price necessary for the equipment to be operational.

(b) Pursuant to 2 CFR 200.439 recipients must have prior written EPA approval for equipment purchases.

2. You must follow the UGG Procurement Standards when purchasing equipment. Equipment service or maintenance contracts (not included in the purchase price) that are procured separately may be subject to competition unless the terms of the equipment warranty require that the

original equipment manufacturer service or maintain the equipment for the warranty to be effective.

3. Short- or long-term leases of equipment may be more cost-effective than purchases of equipment. UGG requirements for equipment rentals are found at 2 CFR 200.465.

Even though EPA practice is to budget equipment leasing costs in the "Other" category, equipment rental contracts are also subject to the UGG Procurement Standards.

Unique Requirements for Construction Contracts.

1. EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103 defines construction as "…erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply." There are also statutory and regulatory definitions of construction applicable to specific EPA financial assistance programs (e.g. section 1004(2) of the Solid Waste Disposal Act, 40 CFR 35.2005(b)(13), and 40 CFR 40.115-1).

2. EPA programs that fund construction, alteration and repair of facilities such as Brownfields, Superfund, State Clean Water and Drinking Water Revolving Funds, and direct construction grants for wastewater or drinking water facilities are subject to prevailing wage requirements relating to the Davis Bacon Act. Recipients should carefully review the terms and conditions of their assistance agreements for information regarding compliance with this important requirement.

3. Construction and facility improvement contracts in amounts exceeding the Simplified Acquisition Threshold must ensure that EPA's interest is protected through bonding. 2 CFR 200.326.

4. You may request that EPA accept your bonding policies by submitting the bonding policies to your Grant Specialist to obtain approval by an authorized EPA official. If EPA has not approved your policies, bonding must meet the following standards as provided at 2 CFR 200.326.

> (a) Bidders must provide a bid guarantee equivalent to five percent of the bid price. The bid guarantee may be a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure the bidder will accept award of a contract if you accept the bidder's bid.
>
> (b) Successful bidders must provide a performance bond for 100 percent of the contract price to ensure fulfillment of the contractors' obligations under the contract.
>
> (c) Successful bidders to provide a payment bond for 100 percent of the contract price. A payment bond ensures payment as required by statute to all persons supplying labor and material under the contract.

Single and EPA audit.

If you spend $750,000 or more in a year in Federal funds, you must obtain a single or program-specific audit in accordance with the requirements of 2 CFR Part 200, Subpart F Audit Requirements.

1. If you receive only one federal grant and elect to do a program specific audit, it is likely your auditor will review your purchasing practices under EPA's grant. If you elect to have your auditor conduct a single audit, the auditor may review your EPA grant purchases.

2. EPA's Office of Inspector General or the Government Accountability Office (GAO) may conduct an audit of your EPA grants. EPA and GAO auditors are likely to review your purchasing system as well as your purchases. These audits will be planned and performed in such a way as to build upon work performed by your auditors.

Appendix A: Conducting a price and or cost analysis

Price Analysis

A **price analysis** is an evaluation of a proposed price, without regard to the contractor's separate cost elements and proposed profit, to determine the price is reasonable. Although the UGG does not require price analyses for contracts less than the simplified acquisition threshold, a price analyses may be useful in documenting the reasonableness of contract costs. The following guide will assist you in completing price analyses.

Cost Estimate – An independent cost estimate for the supplies, equipment, or service you will be purchasing. This estimate may be based on such things as you and your staff's experience with similar purchases, a review of catalog or off-the-shelf prices available on the internet, prices or costs for similar services, or other relevant information. If detailed plans and specifications for a fixed-price contract are developed for bidders, the person or firm developing those plans should develop a detailed independent price estimate. Additional guidance is available at https://www.usaid.gov/sites/default/files/documents/1868/300maa.pdf

Comparison of Prices – Compare prices obtained from catalogues, suppliers, or bidders to your independent estimate.

Price Reasonableness –

A. If the offeror or bidder's price appears reasonable based on your independent estimate, and other appropriate information, purchase the supply, equipment, or service.

B. If the offeror or bidder's price is significantly higher than your independent estimate, review your requirements to determine whether unnecessary, overly restrictive, or complex requirements caused the higher than expected price. (Even if the price is significantly lower than expected, you should review the stated requirement or plans and specifications to ensure they are complete and will result in the supply, equipment, or service you need.) It may help, in making your determination, to talk to those providing quotes or bids.

1. If, after this evaluation, you determine the price is reasonable, considering the circumstances, purchase the supply, equipment, or service.

2. If you determine inappropriate requirements for the supply, equipment, or service resulted in an unreasonable price or the price is unreasonable, make adjustments and obtain new offers or bids.

C. You should ensure that the contractor is charging you the same prices as other similarly situated customers particularly in sole-source situations. Agreeing to pay an excessive price for a

good or service that you purchase with EPA funds may lead to disallowance of the cost for the item even if you are able to justify sole source procurement.

Cost Analysis

A **cost analysis** is the evaluation of each major contract cost category to determine reasonableness of each category and of the total cost of a contract or change order. A cost review may be done under negotiated cost type contracts, not fixed-priced contracts. Cost categories include personnel, fringe benefits, travel, subcontracting, indirect costs, profit and the like.

To obtain the information you need to conduct a cost analysis, you must require your offerors to provide cost data with their offers. EPA does not provide a form for this price data, so unless you prescribe a form, offerors may submit their cost data in any appropriate format. The offeror should certify that the information reflects complete, current, and accurate data.

The following is a general list of cost categories under which contractors may submit cost information and guidance on how you should evaluate each category:

Personnel Costs – Costs for labor directly related to the contract.

For Example the offeror will likely provide information that looks like this:

Category	Estimated Hours	x	Hourly Rate	=	Personnel Cost
Professional	300	x	$30.00	=	$ 9,000
Nonprofessional	2000	x	$25.00	=	$50,000
Clerical	800	x	$15.00	=	$12,000
Total Direct Personnel Cost					$71,000

Consider:

A. Whether the level of effort or the total amount of time proposed is consistent with the effort required to complete the contract.

B. The labor mix or the labor categories proposed to ensure they are consistent with the difficulty and technical nature of the work- professional versus nonprofessional versus clerical.

C. The proposed salaries, including reasonable escalation factors to ensure they are consistent with the offerors' actual pay scales. Generally, the conversion of annual salaries into hourly rates is accomplished by dividing the annual salary by 2,087 hours (assuming an 8-hour work day).

Fringe Benefits – Personnel costs other than employees' direct salary or pay (i.e., employer's portion of FICA insurance, retirement, sick leave, holiday pay, and vacation cost). While these costs are normally accumulated in a pool and allocated using percentages as shown below, offerors may calculate actual fringe benefit costs for each employee who will work on your job. Either method is acceptable if applied consistently to all cost centers.

Example:

Category	Estimated Fringe Benefit Rate	x	Total Hourly Pay	=	Fringe Benefit Amount
Professional	10%	x	$9,000	=	$ 900
Nonprofessional	10%	x	$50,000	=	$5,000
Clerical	10%	x	$12,000	=	$1,200
Total Fringe Benefit Cost					$7,100

Consider:

A. Whether the fringe benefit rate applied to the direct labor base corresponds to fringe benefits available to each of the proposed labor categories and are consistent with the offeror's established benefits package.

B. Whether the offeror's FICA and unemployment insurance are applied only up to the maximum salary limits established by statute, if any.

Indirect Costs – Indirect costs are costs which cannot be charged to a project specific activity. Some contractors may have federally approved indirect cost rates from a cognizant federal audit agency. You may allow the contractor to charge the approved rate if it covers cost-reimbursement contracts.

Indirect costs often include office space, equipment depreciation, and personnel costs for clerical pools, executive salaries, and administrative support. Each organization determines the costs it will include in its indirect cost pool, and the organization must treat the costs the same if the circumstances are alike. Indirect costs are allocated to the particular contracts based on a fair method of approximation, generally a percentage of a specific set of direct costs under the contract. Indirect costs are also referred to as overhead or burden costs.

Indirect costs should be logically grouped and compared to some part or all of the organization's direct costs (the base). The most popular base is direct labor; however, there are instances where an equitable allocation cannot be made using this base.

Example:

Category	Rate	x	Direct Labor Base	=	Cost
Indirect Cost	50%	x	$71,000	=	$35,000
Total Indirect Cost					$35,000

Consider if the vendor does not have a federally approved rate:

A. Whether the allocation base is an equitable basis for distribution.

B. Whether the proposed overhead rate is the same as that used for the contractor's other contracts.

Travel and per Diem Costs – Travel costs include transportation, per diem or subsistence, and other reasonable travel related items directly related to the contract.

Example:

Transportation	**Number of Miles**	**x**	**Rate per Mile**	**=**	**Amount**
POV Office to job site and return	50	x	$ .30	=	$15.00
POV Office to EPA and return	20	x	$ .30	=	$6.00
Transportation	**Origin**		**Dest**		
Flight to attend contract related meeting	Dallas		Waco		$210.00
Per Diem	**Number of Days**		**Rate per Day**		
	10	x	$75.00	=	$750.00
Total Travel and Per Diem Cost					$991.00

Consider:

A. Whether the proposed travel is necessary to complete the contact.

B. Whether all people traveling on a trip are necessary.

C. The cost per trip.

D. Whether the per diem or subsistence allowance is the same for other travel by the offeror's personnel.

You may use federal per diem rates for comparison purposes.

Supply, Material and Equipment Costs – Offerors will often have costs for supplies, material, and equipment (items with an acquisition cost of $5,000 or more), material, and supplies directly related to the contract.

Example:

Item	**Quantity**	**x**	**Cost per Item**	**=**	**Cost**
Recording Barometers	5	x	$ 455	=	$2,275
Wind Turbine Generator	1	x	$6,370	=	$6,370
Incremental Water Quality Samplers	5	x	1,600	=	$8,000
Aluminum Tubing	1500 ft.	x	$.70/ft.	=	$1,050

Item	Quantity	x	Cost per Item	=	Cost
Miscellaneous Supplies					$2,105
Total Equipment, Materials, Supply Cost					$19,800

Consider:

A. Whether the proposed equipment (items with a unit acquisition cost of $5,000 or more) is needed to complete the contract.

B. Whether it would be better to lease or rent the equipment as opposed to purchasing it.

C. Whether proposed materials and supplies are needed, and the costs appear reasonable.

Subcontract Costs – Subcontracts are contracts awarded by your contractor.

Example:

Cost Type	Price
Total Contract Costs	$150,000
Profit	$15,000
Total Cost	$165,000

Consider:

A. The procedures for cost review of contracts in excess of the simplified acquisition threshold are the same as for a prime contract, so you will need detailed cost information.

B. For contracts less than the simplified acquisition threshold, you are not required to conduct a cost analysis, but such an analysis may be useful in documenting the reasonableness of the cost for the subcontract. (Profit for offerors and subcontractors should be evaluated based on the profit section below).

Profit – Profit is the amount paid to a contractor above the total cost of the contract.

You should ensure that contractors of negotiated contracts are paid only fair and reasonable profits, as required by 2 CFR 200.324(b) profit must be a separate element of price when there is no price competition. EPA does not interpret this requirement to apply to micro-purchases made on a fixed priced basis. As provided in 2 CFR 200.324(b):

> To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Example:

Cost Type	Price
Total Direct & Indirect Costs	$150,000
Profit	$10,000
Total Cost	$165,000

Consider:

A. The offeror's risk. Generally, the greater the risk the contractor assumes, the higher the rate of profit. Contractors assume greater risks on fixed-price contracts involving complex or difficult tasks as opposed to cost reimbursement contracts.

B. Profits may also be higher if the contractor incurs significant capital costs, exercises considerable ingenuity, or does independent developmental work.

C. Percentage of construction cost and cost plus a percentage cost contracts provide an incentive for the contractor to increase costs in order to increase profit. These contract types must not be used.

Cost Review Findings

After you complete a required cost review, you must determine whether the proposed contract cost is reasonable. If the individual items are reasonable, the total cost is reasonable.

A. If you find an individual cost is not reasonable, you should discuss the cost with the contractor. If, based on the contractor's justification, you and the contractor reach agreement that the cost is reasonable, accept the cost. If you and the contractor agree the cost is excessive, negotiate a reduction to a reasonable amount and accept the cost.

B. If you cannot agree with the contractor concerning the reasonableness of proposed costs, reject that contractor's offer. If the next best offer meets your requirements, you should review proposed cost information for that contractor. Follow the same review and negotiation process as above for the new contractor's proposed costs.

Documentation

Document all actions in conducting each price or cost analysis. Ensure all price and cost reviews are described and retained in your records in accordance with your record retention requirements or EPA's.

ATTACHMENT P:
Insurance and Bonding Requirements

INSURANCE AND BONDING

A. Insurance

1. Without limiting City's and Contractor's indemnification, it is agreed that the City and Contractor shall purchase at their own expense and maintain in force at all times during the performance of services under this Agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Owner prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Agreement and/or contractor's services.

2. Comprehensive (Commercial) General Liability Insurance. The Contractor shall maintain general liability insurance limits of $1,000,000.00 and name the City and State of Alaska as an additional insured. With coverage limits not less than $1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

3. Worker's Compensation Insurance. The Contractor shall provide and maintain, for all employees and its subcontractors engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaged in work and employer's liability protection is not less than $100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e., USL &H and Jones Acts) must also be included.

4. Comprehensive Automobile Liability Insurance. Covering all owned, hired, and non-owned vehicles with coverage limits not less than $500,000.00 per person/$1,000,000.00 per occurrence bodily injury and $50,000.00 property damage.

5. Professional Liability Insurance. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

   Contract Amount Minimum Required Limits
   Under $100,000 $100,000 per occurrence/$300,000 annual aggregate
   $100,000-$499,999 $500,000 per occurrence/$1,000,000 annual aggregate
   $500,000-$999,999 $1,000,000 per occurrence/$2,000,000 annual aggregate
   $1,000,000 or over $2,000,000 per occurrence/$5,000,000 annual aggregate

B. Bonding. A Bid Bond is required in an amount equal to 5% of the bid price. The bid guarantee may consist of a bid bond, certified check, or other negotiable instrument accompanying the bid.

ATTACHMENT Q:
Bid Bond

BID BOND

For

City of Saint Paul, AK

ADVANCING CRITICAL IMPROVEMENTS AT SAINT PAUL HARBOR PROJECT

RFP # 26-03

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):	TYPE OF ORGANIZATION:
	[ ] Individual [ ] Partnership [ ] Joint Venture [ ] Corporation
	STATE OF INCORPORATION:

SURETY(IES) (Name and business address):

A.	**B.**	**C.**

PENAL SUM OF BOND:	DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the City of Saint Paul, in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation To Bid therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	**1.**	**2.**	**3.**
Name(s) & Title(s) (Typed)	**1.**	**2.**	**3.**

CORPORATE SURETY(IES)

	Corporate Seal

See Instructions on Page 2

Surety A	Name of Corporation		State of Incorporation	Liability Limit **$**
Signature(s)	**1.**	**2.**		Corporate Seal
Name(s) & Titles (Typed)	**1.**	**2.**		

Surety B	Name of Corporation		State of Incorporation	Liability Limit **$**
Signature(s)	**1.**	**2.**		Corporate Seal
Name(s) & Titles (Typed)	**1.**	**2.**		

Surety C	Name of Corporation		State of Incorporation	Liability Limit **$**
Signature(s)	**1.**	**2.**		Corporate Seal
Name(s) & Titles (Typed)	**1.**	**2.**		

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.

3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.

4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).

5. The scheduled bid opening date shall be entered in the space marked Date of Bid.

6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.

7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.

9. The date that bond is executed must not be later than the bid opening date.