

**MARAD TIGER GRANT # 1**

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT UNDER THE AMERICAN RECOVERY AND  
REINVESTMENT ACT OF 2009  
TRANSPORTATION INVESTMENTS GENERATING ECONOMIC  
RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM**

**Port of Juneau – Auke Bay Loading Facility (ABLF) in Juneau, Alaska**

**Auke Bay Loading Facility (ABLF) – Phase II**

**Period of Performance: July 1, 2010 – November 30, 2011**

**Grant Number: DTMA1G10002**

**Appropriation Data:**

**7069M0106O.2010.1AB1G10002.0000150002.41010.6100.6600**

**\$3,640,000.00**

## TABLE OF CONTENTS

### Grant Agreement

Section 1	Legislative Authority.....	pg. 3
Section 2	General Terms and Conditions.....	pg. 4
Section 3	Applicable Federal Laws and Regulations.....	pg. 7
Section 4	Grantee and Project Conditions.....	pg. 9
Section 5	Reimbursement of Project Costs.....	pg. 12
Section 6	Reporting.....	pg. 14
Section 7	Special Grant Requirements.....	pg. 17
Section 8	Assurances.....	pg. 18
Section 9	Termination, Modification and Expiration.....	pg. 18
Section 10	Award and Execution of Agreement.....	pg. 18

### Attachments

Attachment A	Statement of Work.....	pg. 20
Attachment B	Grant Assurances .....	pg. 22
	1. Title VI Civil Rights Act of 1964.....	pg. 22
	2. Disclosure of Lobbying Activities.....	pg. 25
	3. Drug-Free Workplace.....	pg. 26
	4. Debarment, Suspension, and Other Responsibility Matters.....	pg. 28
	5. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.....	pg. 31
	6. Grant Assurances Specific to TIGER Discretionary Grant Program.....	pg. 33
Attachment C	Recovery Act Requirements and Contract Clauses.....	pg. 38
Attachment D	Monthly Project Progress Reports: Format and Content.....	pg. 44
Attachment E	Project Budget.....	pg. 49
Attachment F	Project Schedule.....	pg. 51
Attachment G	Technical Application.....	pg. 52
Attachment H	Milestone/Deliverable Schedule.....	pg. 53

**GRANT AGREEMENT BETWEEN THE  
U.S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION  
AND PORT OF JUNEAU- AUKE BAY LOADING FACILITY (ABLF), UNDER  
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009,  
SUPPLEMENTAL DISCRETIONARY GRANTS FOR A NATIONAL SURFACE  
TRANSPORTATION SYSTEM,  
HEREINAFTER REFERRED TO AS THE  
“TIGER DISCRETIONARY GRANT PROGRAM”**

WHEREAS, the Port of Juneau- Auke Bay Loading Facility (ABLF)- Phase II, hereinafter referred to as “Grantee,” or “Recipient,” has applied for a grant under the TIGER Discretionary Grant Program Authorized by the American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the “Recovery Act”. WHEREAS, the Department reviewed and highly-ranked the application and deemed it credible and meritorious for approved funding. THEREFORE, the U.S. Department of Transportation (DOT), or “Government,” acting for the UNITED STATES, awards this grant in the amount of \$3,640,000 to be administered by the Maritime Administration (MARAD), to assist in the Grantee’s efforts to construct the ABLF-Phase II, hereinafter referred to as the “Project,” in accordance with the terms and conditions of this grant agreement (“Agreement”).

**SECTION 1. LEGISLATIVE AUTHORITY**

Title XII of the Recovery Act provides that “...the Secretary of Transportation shall distribute funds provided...as discretionary grants to be awarded to State and local governments or transit agencies on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region.” The Act also provides that “...projects eligible for funding provided under this heading shall include, but not be limited to, highway or bridge projects eligible under title 23, United States Code, including interstate rehabilitation, improvements to the rural collector road system, the reconstruction of overpasses and interchanges, bridge replacements, seismic retrofit projects for bridges, and road realignments; public transportation projects eligible under chapter 53 of title 49, United States Code, including investments in projects participating in the New Starts or Small Starts programs that will expedite the completion of those projects and their entry into revenue service; passenger and freight rail transportation projects; and port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement.”

Further, the Recovery Act provides that the authority to award a grant under the TIGER Discretionary Grant Program and perform oversight may be transferred from the Secretary of Transportation to the Administrators of the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration and the Maritime Administration.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- a) The maximum obligation of the Government payable under this award, hereinafter referred to as the “Grant,” shall be \$3,640,000, subject to all the terms and conditions in this Agreement.
- b) Payment of the Grant will be made pursuant to and in accordance with 49 CFR Parts 18 and 19 (to the extent that a non-governmental grantee receives grant funding) and the provisions of such regulations and procedures as the Government may prescribe. Final determination of Grant expenditures may be based upon a final review of the total amount of agreed project costs and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles (2 CFR 225 (State and Local Governments), 2 CFR 215 (Higher Education Institutions); and 2 CFR 230 (Non-Profit Organizations).
- c) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule attached as Attachment F, and such regulations and procedures as the Government may prescribe.
- d) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the “Application,” attached as Attachment G, and the Government is relying upon the Grantee’s assurances, certifications, and other representations made in the Application, or any other related documents submitted to the Government; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.
- e) The Government has determined that the Project should receive a Grant based on a review of the Project’s potential to rapidly create jobs and economic activity; to provide lasting, long-term economic benefits for the transportation system; and to provide other outcomes, as specified in the June 17, 2009, Federal Register Notice, “Notice of Funding Availability for Supplemental Discretionary Grants for Capital Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act” (Docket No. OST-2009-0115).
- f) Grant recipients will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a

combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures. (For further information, please see Attachment B).

- g) The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term “Federal funds” means funds however used or disbursed by the Grantee that were originally paid pursuant to this DOT Grant Agreement (hereinafter referred to as the “Grant Agreement”).
- h) The Grantee agrees to retain all documents relevant to the grant award for a period of three years from completion of all Projects and receipt of final reimbursement from the Government. The Grantee agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.
- i) The DOT is subject to the Freedom of Information Act (FOIA). Grantees should therefore be aware that all applications and related materials submitted by applicants related to this agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests. ARRA also mandates broad public dissemination of information related to the expenditure of funds through reporting requirements and website postings that are addressed in other sections of this Agreement. President Obama’s March 20, 2009 Memorandum for the Heads of Executive Departments and Agencies on Ensuring Responsible Spending of Recovery Act Funds mandates the strongest possible efforts to ensure public transparency and accountability of ARRA expenditures.
- j) The Government 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 Grant Agreement.
- k) As discussed in Section II(B)(1)(b) of the June 17 Federal Register notice for the TIGER Discretionary Grant program (<http://edocket.access.gpo.gov/2009/pdf/E9-14262.pdf>), and consistent with the Recovery Act and with OMB’s Updated Guidance, issued on April 3, 2009, and Federal laws guaranteeing equal opportunity, the Grantee agrees to assist the Department in meeting DBE goals by continuing to

provide DOT with information on: (1) whether the project will promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including preapprenticeship) programs; (2) whether the project will provide maximum practicable opportunities for small businesses and disadvantaged business enterprises, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) whether the project will make effective use of community-based organizations in connecting disadvantaged workers with economic opportunities; (4) whether the project will support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) whether the project implements best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals — regardless of race, gender, age, disability, and national origin — benefit from the Recovery Act.

The Grantee further agrees to comply with 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs -- as a condition of receiving grant funding. The Grantee agrees to: 1) promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; (2) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) make effective use of community-based organizations in connecting low income or unemployed workers with economic opportunities; (4) give priority consideration to doing business under the grant with firms that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals — regardless of race, gender, age, disability, and national origin — benefit from the Recovery Act.

An example of a best practice under (5) would be to incorporate key elements of the Department's disadvantaged business enterprise (DBE) program (see 49 CFR Part 26) in contracts under this grant. This practice would involve setting a DBE contract goal on contracts under this grant that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the recipient would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a recipient, the contract would be awarded only to a bidder/ offeror who has met or made documented, good faith efforts to reach the goal. Good faith efforts are defined as "efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement." Recipients must provide the Department a plan for incorporating the above best practice into its implementation of the grant within 30 days following execution of this grant agreement. If the recipient is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the recipient agrees to

provide the Department with a written explanation and an alternative program for ensuring the nondiscriminatory use of contractors owned and controlled by socially and economically disadvantaged individuals.

In accordance with OMB Recovery Act Guidance, the Grantee may recoup costs in the amount of up to .5% of the total grant amount for administering the grant (available at [http://www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/) and in the answers to Frequently Asked Questions available at [http://www.whitehouse.gov/omb/recovery\\_faqs](http://www.whitehouse.gov/omb/recovery_faqs)). Information about which administrative costs are reimbursable under this program is available in 2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State and Local Governments” (located at: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>), and in Recovery Act specific guidance in OMB Memorandum M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009).

- 1) The costs for performance measures required under this agreement are permitted as part of the up to .5% of the total grant amount in administrative costs.
- 2) The Grantee agrees to enter into an agreement subsequent to this agreement identifying the performance measures that the Grantee will be responsible to track. The Grantee will be responsible for collecting and reporting information about the project’s performance for a period of time after construction has been completed. (See Attachment D).

### **SECTION 3. APPLICABLE FEDERAL LAWS AND REGULATIONS**

In addition to any other Federal requirements that apply, performance under this Grant 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 “Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments” (49 CFR 18), located at: <http://www.dot.gov/ost/m60/grant/49cfr18.htm>, DOT’s procurement standards for grants, will apply to the extent that the Grantee procures property and services in carrying out the approved grant project. If there are any differences between the DOT procurement standards and the MARAD procurement standards, the MARAD standards will take precedence.

- a) Section 902 of the Recovery Act, requiring that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to: 1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and 2) to interview any office or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

- b) Section 1515 of the Recovery Act, authorizing the DOT Office of the Inspector General to: 1) examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant or subgrant; and 2) interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- c) Section 1605 of the Recovery Act (Buy American Requirements (regulations at 2 CFR Part 176.140)) to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair of a public building or public work that utilizes iron, steel, and/or manufactured goods that are not covered under international agreements. See Attachment B, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1605 compliance.
- d) Section 1606 of the Recovery Act (Davis-Bacon Act Wage Rate Requirements (regulations at 2 CFR Part 176.190)) to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair work. See Attachment C, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1606 compliance.
- e) Section 1604 of the Recovery Act, which prohibits the grantee from expending funds under this agreement on any casino, or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- f) Sections 1201, 1511, and 1607 of the Recovery Act, require certifications. Section 1511 certification requirements pertain to particular infrastructure investments. All certifications, once executed, should have been submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary for Transportation Policy, at [TigerTeam.Leads@dot.gov](mailto:TigerTeam.Leads@dot.gov). Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to follow to be submitted via U.S. mail. As required by the Recovery Act, Certifications under Section 1511 shall be immediately posted on a website and linked to the website Recovery.gov. No funds may be obligated until such posting is made.
- g) Section 1553 of the Recovery Act, which requires the grantee to provide Whistleblower protections. As a non-Federal employer, the Grantee is required to post a notice of the rights and remedies provided under this section. The whistleblower program requirements and poster are available at the following web site: <http://www.recovery.gov/?q=content/whistleblower-information>.
- h) Section 1554 of the Recovery Act, which requires the Grantee to award subcontracts as fixed-price contracts to the maximum extent possible through the use of competitive procedures. In the rare circumstances where the Grantee does not award fixed-price contracts and does not use competitive procedures, the Grantee shall publicly and electronically post a summary of such contracts.

- i) The Single Audit Act Amendments of 1996 and the Office of Management and Budget’s (OMB) Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations” (Single Audit Information requirements for Recipients of Recovery Act Funds (regulations at 2 CFR Part 176.210)), which govern the tracking and documentation of all Recovery Act expenditures. This includes compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$500,000 or more in a year in Federal awards. See Attachment B, Recovery Act Requirements and Contract Clauses, for requirements and more information on Single Audit Information compliance.
- j) The “New Restrictions On Lobbying,” (49 CFR Part 20, located at: <http://www.dot.gov/ost/m60/grant/49cfr20.htm>).
- k) The “Cost Principles for State and Local Governments” 2 CFR Part 225 (OMB Circular A-87), or other applicable cost principles, depending upon the grantee (located at: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>).
- l) OMB Circular A-102, “Grants and Grant Agreements With State and Local Governments” or other applicable requirements, depending upon the grantee (located at: <http://www.whitehouse.gov/omb/circulars/a102/a102.html>).
- m) Any other applicable Federal regulation or statute including each of the laws, regulations, executive orders, policies, guidelines, and requirements identified in Attachment A, Grant Assurances.

**SECTION 4. GRANTEE AND PROJECT CONDITIONS**

- a) Grantee: Port of Juneau, as the Grantee under the TIGER Discretionary Grant Program, agrees to administer the Grant according to the conditions set forth in this Grant Agreement.

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 078197944.

First-Tier Sub-Grantees or Sub-Recipients: Currently none. Grantees are to report on the identity of First-Tier Sub-Grantees or Sub-Recipients if and when the Grantee contracts with such entities.

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient: Currently none. Grantee agrees to report on the identity of First-Tier Sub-Grantees or Sub-Recipients if and when the Grantee contracts with such entities.

- b) Notices:

Notices required by this Agreement should be addressed as follows:

As to the Government:

Mr. Robert Bouchard  
Grants Officer Technical Representative  
MARAD  
1200 New Jersey Ave, SE  
MAR-510  
Washington, DC 20590  
202-366-5076  
[Robert.Bouchard@dot.gov](mailto:Robert.Bouchard@dot.gov)

Mrs. Delores Bryant  
Grants Officer  
1200 New Jersey Ave, SE  
MAR-380, W28-201  
Washington, DC 20590  
202-366-2660  
[Delores.Bryant@dot.gov](mailto:Delores.Bryant@dot.gov)

Mr. Robert Mariner  
Office of the Secretary of Transportation  
1200 New Jersey Ave, SE (W84-224)  
Washington, DC 20590  
202-366-8914  
[Robert.Mariner@dot.gov](mailto:Robert.Mariner@dot.gov)

As to the Grantee:

Port of Juneau –  
Mr. John M. Stone, Port Director  
155 South Seward Street  
Juneau, Alaska 99801  
907-586-0292  
[John\\_stone@ci.juneau.ak.us](mailto:John_stone@ci.juneau.ak.us)

c) Project Description and Milestones:

The Project is segmented into two phases. Phase I is substantially complete and Phase II is the Project funded under this Grant Agreement. The Project will complete the facility to its original design specification, providing a fully functional marine transfer complex. The Project will complete the uplands development; the freighter loading facility, the fisheries dock and other miscellaneous work, including environmental screen plantings. Additionally, the Project will provide a separate facility specifically designed for commercial freight and fisheries activities.

The ABLF is located at the entrance to Auk Nu Cove, an area of approximately 28 acres of sensitive marine habitat supporting a variety of fish, invertebrates, and shore birds. Of particular importance are the cove's several eelgrass beds, which are an important habitat for juveniles of many commercially important fish species. Measures were taken in the design of the ABLF to protect this sensitive marine habitat. At the request of the National Marine Fisheries Services (NMFS) the City & Borough of Juneau (CBJ) took measures to conserve much of Auke Nu Cove, placing 27.6 acres of sensitive habitat in a permanent conservation easement.

**Phase II** will complete the facility to its original design specification, providing a fully functional marine transfer complex. The Phase II portion of the project will be funded by the TIGER Discretionary Grant program. The elements of Phase II include:

- 1) Completion of the uplands development including a.) the half acre balance of permitted fill, b.) asphalt paving of traffic areas throughout the facility; c.) additional power and lighting on uplands areas, and d.) facility security gate and fencing.
- 2) Completion of the freighter loading facility (barge and landing craft ramp) with installation of a.) an articulated vessel boarding float and nine remaining guide piles; b.) pile anodes, c.) concrete approach apron, and d.) reinforced concrete planking on the loading ramp surface.
- 3) Completion of the fisheries dock including a.) at least one (1) higher capacity crane (4,000 lbs at all radius); and b.) fresh water service line.
- 4) Miscellaneous associated work, including environmental screen plantings.

1) Environmental Process:

Environmental Approval Type: Categorical Exclusion

Lead Agency: MARAD

Date of Environmental Approval: March 12, 2010

2) Project Schedule:

Planned or Actual Construction Start Date: 150 days from Grant Execution by the Government

Planned Project Completion Date: August 31, 2011

d) Project Funding (See Attachment E for Project Budget):

1) TIGER Discretionary Grant Program Funding:

The total not-to-exceed amount of Federal funding that is provided under this Grant Agreement is \$3,640,000 for the entire period of performance. The

Government's responsibility to make payments to the Grantee under this Agreement is limited to those funds obligated under this Agreement as indicated above and any subsequent amendments.

2) Local Financial Commitment:

- A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/private funding or in-kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the project costs as necessary to complete the Project.
- B. The Grantee agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to fund the project costs necessary to complete the Project. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (A) of this Section 4(d)(2). The Government is not responsible for any funding shortfalls regarding the non-TIGER grant amount share. The TIGER Discretionary Grant Amount will remain unchanged (See Section 9 of this agreement regarding termination).

3) Grant Funds and Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$3,640,000
Federal Other Share	\$0.00
State Share	\$0.00
Local Share	\$0.00
Other Share	\$0.00
<b>Total Project Cost:</b>	<b>\$3,640,000</b>

**SECTION 5. REIMBURSEMENT OF PROJECT COSTS**

Pursuant to 49 CFR 18.21(d), the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions (see 49 CFR Part 18) not-to-exceed the funds currently available as stated in this Grant Agreement. The Grantee shall submit an electronic copy of SF 270, no more frequently than monthly.

a) Reimbursement:

- 1) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs

incurred including direct labor, indirect costs, other direct costs, travel, etc.... The DOT/Enterprise Service Center (ESC) OFO/FAA, Oklahoma City, OK (Attn: Tammy Curnett) and Mr. Robert Bouchard, Program Office, DOT/MAR 510 reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without DOT/ESC OFO/FAA and program official review and approval to ensure that progress on work to be performed under this Grant Agreement is sufficient to substantiate payment. After approval, Ms. Tammy Curnett, ESC will certify and forward the request for reimbursement to the payment office. (Note: Standard Forms may be located at <http://fhwa.dot.gov/aaa/hamhome.htm>)

- 2) Requests for reimbursement and required supporting documents should be sent via e-mail to the following e-mail address: [maradinvoices@faa.gov](mailto:maradinvoices@faa.gov) (repository subject to change is forthcoming). Include the request for reimbursement and supporting documents as an attached PDF document. Include in the e-mail subject line the following:

**[Requests for Reimbursement #  
Grant Award Number  
Name of your Company/Organization  
Attention: (Agreement Specialist's name)]**

**[Example: Invoice No. 1 of Grant Agreement No. DTFH61-08-H-00001 ABC Corporation, Attention: John Doe]**

Note: If the request for reimbursement and supporting documents exceed 8 MB as an e-mail attachment, the recipient must select one of two non-electronic submission options presented below:

- via regular U.S. Postal Service to the following P.O. Box address: A/P Branch, AMZ-150 PO Box 25710, Oklahoma City, OK 73125.
  - via an overnight service must use the following physical address because delivery services other than the U.S. Postal Service will not deliver to the P.O. Box address noted above: A/P Branch, AMZ-150 PO Box 25710, Oklahoma City, OK 73125.
- b) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
  - c) To seek reimbursement from the Government, the Grantee shall submit documentary evidence of all obligations associated with the Project set forth in paragraph (b) above, and included in the total Project costs set forth in paragraph (a) above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a periodic basis. The Government will reimburse the Grantee on a not greater than monthly basis for all valid obligation reimbursement requests (TIGER Discretionary Grant share of total project costs set forth in

paragraph (a) above). All reimbursement requests to the Government shall include sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.

- d) The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- e) Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- f) Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.
- g) Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87. Disallowed costs are those charges determined as unallowable with the applicable Federal costs principles or other conditions contained in this Agreement.

## **SECTION 6. REPORTING**

### a) Recovery Act Reporting:

Reporting requirements under Section 1201(c)(2) of the Recovery Act, "General Provision – Department of Transportation" apply. Project reports shall be reported to the Government in accordance with the statutory timeframes. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees should submit the first of such reports on the first due date following the execution date of this Grant Agreement and on each subsequent due date thereafter. Grantees shall submit their data using the media defined hereunder.

- 1) The Recovery Act requires recipients of TIGER Discretionary Grants to provide monthly Section 1201 project reports. Per Section 1201(c), reports responding to this requirement shall include:
  - the amount of Federal funds appropriated, allocated, obligated, and outlayed under the appropriation;
  - the number of projects that have been put out to bid under the appropriation and the amount of Federal funds associated with such projects;
  - the number of projects for which contracts have been awarded under the appropriation and the amount of Federal funds associated with such contracts;

- the number of projects for which work has begun under such contracts and the amount of Federal funds associated with such contracts;
- the number of projects for which work has been completed under such contracts and the amount of Federal funds associated with such contracts;
- the number of direct, on-project jobs created or sustained by the Federal funds provided for projects under the appropriation and, to the extent possible, the estimated indirect jobs created or sustained in the associated supplying industries, including the number of job-years created and the total increase in employment since the date of enactment of this Act; and
- actual aggregate expenditures by each grant recipient from State sources for projects eligible for funding under the program between February 17, 2009, and September 30, 2010, compared to the level of such expenditures planned to occur during this period as of February 17, 2009, updated annually through February 17, 2012.

The program will develop and provide the grant recipient a report template and guidance to facilitate the collection of Section 1201 report information. The grant program will collect reports from the recipient monthly. The program will use a spreadsheet to track the various components of required Section 1201 information, including the “Maintenance of Effort” requirements under Sec. 1201(a). Most of the data that will be collected is that as required under Section 1201, while certain other components (e.g., monthly expenditures) are needed by the Maritime Administration to estimate indirect Mand induced jobs associated with the grants.

2) Section 1512 (c):

In accordance with the Recovery Act and OMB Guidance, dated June 22, 2009 [http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf) this Grant award requires the Grantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award to <http://www.FederalReporting.gov> Information from these reports will be made available to the public. Such reporting responsibility may be delegated from the Grantee/ Recipient to the Sub-grantee/ Sub-recipient or vendor, if any, in order to ensure that the necessary information is provided to the Grantee/ Recipient, who is ultimately responsible for reporting the required elements.

The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. The first quarterly report shall be submitted to MARAD by October 1, 2010 and every calendar quarter thereafter following execution of this Agreement.

Grantees/ Recipients and their Subgrantees/first-tier recipients (to the extent that they have been delegated direct reporting responsibility) must maintain

current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A DUNS Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

The Grantees/Recipients shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that are provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

3) Section 1609:

In accordance with Section 1609 of the Recovery Act, the Grantee shall submit quarterly reports, as necessary, describing the status of the Project with respect to the National Environmental Policy Act (NEPA) review. A report shall be submitted to MARAD by October 1, 2010 and every 90 days thereafter following the execution of this Agreement. Reporting can be suspended after all activities required under NEPA are concluded. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees shall submit the first of such reports on the first due date following the execution date of this Grant Agreement and on each subsequent due date thereafter.

4) Other Reports:

In accordance with the purposes of the Recovery Act, the Grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, the Government Accountability Office, or the Department of Transportation's Inspector General. The Government will inform Grantees if and when such additional reports are required.

b) Project Reports:

- 1) Progress Reports: Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit progress reports, as set forth in Attachment D: Monthly Project Progress Reports, to the Government on a monthly basis, beginning on the first day of the first full month following the execution of the grant agreement, and on the first day of each month thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

Addresses for submittal of reports and documents: The Grantee shall submit all required reports and documents to the Government electronically,

referencing the Grant Agreement number, at the following address:  
[Robert.Bouchard@dot.gov](mailto:Robert.Bouchard@dot.gov).

- 2) Annual Budget Review and Program Plan: The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming agreement year. If there are no proposed deviations from the Approved Project Budget, attached hereto as Attachment D, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with DOT to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.

- c) Milestones/Deliverables Schedule: See Attachment H.
- d) Closeout Process: Closeout occurs when all required project work and all administrative procedures described in 49 CFR part 18 (or part 19 as applicable) are completed, and the Government notifies the grantee and forwards the final Federal assistance payment, or when the Government acknowledges the Grantee's remittance of the proper refund. Within 90 days of Project completion date or termination by the Government, Grantees must submit a final Financial Status Report (SF-425), a certification or summary of project expenses, and third party audit reports.

## **SECTION 7. SPECIAL GRANT REQUIREMENTS**

The Standard Form (SF)-425 is the new U.S. Government (USG) financial reporting form that replaced the two most common USG financial reports—the Financial Status Report that used the SF-269/SF-269A and the Federal Cash Transaction Report that used the SF-272/SF-272A.

This does not affect use of the SF-270. To obtain a copy of the new SF-425 please go to website: [http://www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf).

## **SECTION 8. ASSURANCES**

The Grantee shall execute the attached assurances and certifications in conjunction with execution of this Grant Agreement and shall comply with those assurances and certifications.

## **SECTION 9. TERMINATION, MODIFICATION AND EXPIRATION**

- a) Subject to the terms set forth in this Grant Agreement, the Government reserves the right to terminate this Grant Agreement, and the Government's obligations hereunder, unless otherwise agreed between the Grantee and the Government, if any of the following occurs:
- 1) The Grantee fails to obtain or provide any non-Federal contribution or alternatives approved by the Government as provided in this Grant Agreement its Application and in accordance with the Project Schedule;
  - 2) The Grantee fails to begin construction within 150 days after the execution of this Grant Agreement;
  - 3) The Grantee fails to begin expenditure of Grant funds within 120 days after the execution of this Grant Agreement;
  - 4) The Grantee does not meet the conditions and obligations specified under this Grant Agreement including a material failure to comply with the Project Schedule which is beyond the reasonable control of the Grantee; or
  - 5) The Government determines that termination is in the public interest.
- b) Funds available under this Grant Agreement must be obligated on or before September 30, 2011, but once obligated, are available for liquidation and adjustment through September 30, 2016, the "Grant Termination Date." Unless otherwise specified, this Grant Agreement shall terminate on the Grant Termination Date.
- c) Either party (Government or the Grantee) may seek to amend or modify this Grant Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 CFR parts 18.43 and 18.44. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.

## **SECTION 10. AWARD AND EXECUTION OF AGREEMENT**

There are four (4) identical versions of this Grant Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an Award. Upon

full Execution of this Grant Agreement by the Grantee, the effective date will be the date the Government awarded funding under this Grant Agreement as set forth below.

**EXECUTION BY GOVERNMENT**

The Government executes this agreement in accordance with Public Law 111-5, and in accordance with the above conditions and assurances.

Executed this 14<sup>th</sup> day of JUNE, 2010.

*David T. Matheis*  
Signature of Government's Authorized Representative  
Acting Administrator  
Title

**EXECUTION BY GRANTEE**

The Grantee agrees to accomplish each element of the project in compliance with the terms and conditions contained herein.

Executed this 3<sup>rd</sup> day of JUNE, 2010.

(SEAL)

Grantee CITY AND BOROUGH OF JUNEAU  
*[Signature]*  
Signature of Grantee's Designated Official Representative  
PORT DIRECTOR  
Title

## **ATTACHMENT A**

### **STATEMENT OF WORK**

The Auke Bay Loading Facility (ABLF) Phase II will complete the facility to its original design specification, providing a fully functional marine transfer complex. The elements of Phase II include:

- Complete the uplands development including a.) the half acre balance of permitted fill, b.) asphalt paving of traffic areas throughout the facility; c.) additional power and lighting on uplands areas, and d.) facility security gate and fencing.
- Complete the freighter loading facility (barge and landing craft ramp) with installation of a.) an articulated vessel boarding float and nine remaining guide piles; b.) pile anodes; c.) concrete approach apron, and d.) reinforced concrete planking on the loading ramp surface.
- Complete the fisheries dock including a.) at least one (1) high capacity crane (4,000 lbs at all radius); and b.) fresh water service line.
- Complete associated work, including environmental screen plantings.

#### **Ensure the Function of the following Project Elements**

**Uplands Uses** – Complete the uplands development so that when done, 2.25 acres of created uplands will fill a variety of development need within the CBJ Harbor System including:

Storage (short-term) and Staging of Freight: Materials bound for outlying communities and development sites typically consists of lumber and construction materials, large amounts of gravel and quarried rock, household goods of all kinds, vehicles and equipment, propane and other fuels, mining, logging and fish processing supplies, etc. All of this material needs to be staged before loading on the freight barges and landing craft that transport the goods. Prior to construction of the ABLF there were no good, convenient staging areas where freight could be consolidated. Materials were brought from a variety of off-site locations and loaded at recreational boat launch ramps on a “last minute” basis. What little staging was available often conflicted with other uses of those facilities. The new facility brings much needed increased capacity and efficiency to these important functions. Lesser amounts of materials will also come into the freight facilities from the outlying areas. These may include sawn timber and cants, returning construction equipment and vehicles, recyclables, certain waste materials, and some bulk fish products such as containerized frozen or canned products from remote processing sites.

Fisheries Equipment Storage: Open and perhaps container storage will be available to commercial fishers on a short-term or long-term rental basis for fishing gear (crab and shrimp pots, nets, longlines, etc), equipment (winches, power blocks, net reels) and supplies (boxing, fluids and other consumables). Convenient gear and equipment storage is currently hard to come by in the Juneau area.

Leasing for Development: Portions of the uplands may be available for marine / fisheries related development. The adjacent fish processor has already expressed strong interest in leasing some area to expand value added processing activities. This will be an important revenue generator for the facility.

**Freighter Loading Facility** – Complete the barge and landing craft loading ramp to allow two freight operators to land and /or load freight simultaneously with much greater safety and efficiency than any of the previously available, “Jury rigged” arrangements. This will mean low cost and better service for the outlying communities, mines or construction sites and will foster further growth in the local / regional freight sector.

**Drive Down Fisheries Dock** – Complete the drive down fisheries dock which has been identified as the “most needed” piece of infrastructure in a processor and fishermen poll conducted by the CBJ Fisheries Development Committee in 2000, the 50’ by 200’ floating dock will connect the uplands via a 200’ foot approach dock and 10-ton capacity drive down ramp. It will provide much need benefits to local fishermen and processors.

Fishermen will have much better access to their vessels for activities like provisioning, loading and working gear, and routine maintenance. Being able to drive a truck or other service vehicle adjacent to their vessels is both safer and more efficient than at a regular fixed dock, particularly in Juneau with its tidal range of up to 22’. Being at a dedicated commercial fishing facility eliminates conflicts and inefficiencies of trying to work in regular harbors dominated by recreational craft and their users. The dock will also provide very much improved opportunity for fishermen direct marketers who need to access the Juneau International Airport to make fresh fish shipments by air (see section on economic benefits for more details).

Juneau area processors will also be able to use the dock to offload fish from fishing vessels and tenders. Although one processor immediately adjacent to the facility has its own dock, the other major processor located downtown can transport fish from the ABLF via truck, thus saving many hours of running time for fishermen and tenders. Numerous other small processors that are not located on the water can also transport fish to their sites in this manner.

The Auke Bay Loading Facility is located at the entrance to Auk Nu Cove, an area of approximately 28 acres of sensitive marine habitat supporting a variety of fish, invertebrates, and shore birds. Of particular importance are the cove’s several eelgrass beds, which are important habitat for juveniles of many commercially important fish species. Measures were taken in the design of the ABLF to protect this sensitive marine habitat. At the request of the National Marine Fisheries Services (NMFS) the CBJ took measures to conserve much of Auke Nu Cove, placing 27.6 acres of sensitive habitat in a permanent conservation easement.

**ATTACHMENT B: GRANT ASSURANCES**

**1. Title VI Assurance (Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**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

CITY AND BOROUGH OF JUNEAU (the Grantee) HEREBY AGREES THAT,  
(Name of Grantee)

- I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply: with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, 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 Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, section 21.7(a).
  
- II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or

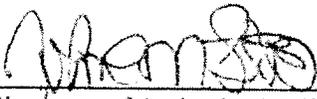
Activities Receiving Federal Financial Assistance,” 49 CFR part 25, which prohibit discrimination on the basis of sex.

- III. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq), the Drug Abuse Office and Treatment Act of 1972, as amended (21 USC 1101 et seq.), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 USC 4541 et seq); and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and the requirements of any other nondiscrimination statute(s) which may apply to the grant recipient.
  - IV. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and Part 37, Transportation Services for Individuals With Disabilities; and Part 38, Americans With Disabilities Act – Accessibility Specifications for Transportation Vehicles; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap, or otherwise be subjected to discrimination under any program for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9.
- The Grantee will promptly take any measures necessary to effectuate this agreement. The Grantee further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.
  - These assurances obligate the Grantee for the period during which Federal financial assistance is extended. The Grantee agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

- These assurances are given for the purpose of obtaining Federal grant assistance under the TIGER Discretionary Grant Program and are binding on the Grantee, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER Discretionary Grant Program. The person or persons whose signatures appear below are authorized to sign this agreement on behalf of the Grantee.
- In addition to these assurances, the Grantee agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

JUNE 3, 2010  
Date

CITY AND BOROUGH OF JUNEAU  
Legal Name of Grantee

By:   
Signature of Authorized Official

**2. Disclosure of Lobbying Activities**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**Certification for Contracts, Grants, Loans,  
and Grant Agreements**

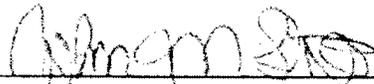
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

  
\_\_\_\_\_  
Signature

JUNE 3, 2010  
Date

PORT DIRECTOR  
Title

CLYD AND GORDON SEUBNEAU  
Grantee

### **3. Drug-Free Workplace Requirements**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE  
REQUIREMENTS IN THE PERFORMANCE OF THE TIGER  
DISCRETIONARY GRANT PROGRAM**

- A. The grant certifies that it will, or will continue, to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award;
  - (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Grantee *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of services pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [  ] if there are workplaces on file that are not identified here.

  
Grantee Signature

JUNE 3, 2010  
Date

**4. Certification Regarding Debarment, Suspension and Other Responsibility Matters:**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

**2 CFR Part 1200, 49 CFR Part 32**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. See Nonprocurement Suspension and Debarment (2 CFR Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 CFR Part 32).6. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

6. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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, and Other Responsibility Matters -  
- Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

(c) 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 (1)(b) of this certification; and

(d) 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.

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

C. J. M. [Signature]

Name

PORT DIRECTOR

Title

JUNE 3, 2010

Date

**5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 an Voluntary Exclusion -- Lower Tier Covered Transactions**

(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 participation in this transaction 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.

JOHN M. STONE   
Name

PORT DIRECTOR  
Title

CITY AND BOROUGH OF JUNEAU  
Affiliation

JUNE 3, 2010  
Date

## **6. Grant Assurances Specific to TIGER Discretionary Grant Program**

**Certification.** The Grantee hereby 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 including but 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 Title - 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470f.
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- k. Coastal Zone Management Act, P.L. 92-583, as amended.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- m. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- 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. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C.8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. 874 and 40 U.S.C. 3145.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376.
- y. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687.
- bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794.
- cc. American Recovery and Reinvestment Act of 2009 – P.L. 111-5.
- dd. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d *et seq.*
- ee. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 541, et seq.
- ff. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting

- and Financial Transactions – 31 U.S.C. 1352.
- gg. Freedom of Information Act - 5 U.S.C. 552, as amended.
- hh. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855.
- ii. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201.
- jj. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- kk. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661.
- ll. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401.
- mm. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138.
- nn. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, et seq.
- oo. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657.
- pp. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6.
- qq. Wilderness Act -- 16 U.S.C. 1131-1136.
- rr. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, et seq.
- ss. Native American Grave Protection and Repatriation Act -- 25 U.S.C. 3001 et seq.
- tt. Migratory Bird Treaty Act 16 U.S.C. 760c-760g.

### **Executive Orders**

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

### **General Federal Regulations**

- a. Interim Final Guidance on Buy American – 74 FR 18449 (April 23, 2009), 2 CFR Part 176
- b. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 CFR Part 215
- c. Cost Principles for State and Local Governments – 2 CFR Part 225
- d. Non-procurement Suspension and Debarment – 2 CFR Part 1200
- e. Investigative and Enforcement Procedures - 14 CFR Part 13
- f. Procedures for predetermination of wage rates - 29 CFR Part 1
- g. 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
- h. 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

- i. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 CFR Parts 60, et seq.
- j. Contractor Qualifications - 48 CFR Part 9
- k. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 CFR Part 18
- l. New Restrictions on Lobbying – 49 CFR Part 20
- m. 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
- n. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 CFR Part 24
- o. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 CFR Part 25
- p. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26
- q. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 CFR Part 27
- r. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- s. 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
- t. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- u. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 CFR Parts 37 and 38
- v. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40

**Office of Management and Budget Circulars**

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments
- b. A-102 – Grants and Grant Agreements with State and Local Governments
- c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- d. Any other applicable OMB Circular based upon the specific TIGER Grant Recipient

## **Additional Federal Regulations or Statutes to be Applied by Maritime Administration (MARAD)**

The grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, The Government Accountability Office or the Department of Transportation's Inspector General. The Government will inform the grantee if such reports are required.

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the Grant Agreement.

### **Responsibility and Authority of the Grantee.**

1. The Grantee has the legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### **2. Funds Availability.**

It has sufficient funds available for that portion of the project costs that are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement that it will own or control.

### **3. Preserving Rights and Powers.**

Grantee agrees that it shall not take or permit any action that would deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the DOT, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the DOT.

### **4. Accounting System, Audit, and Record Keeping Requirements.**

a. The Grantee agrees to keep all project accounts and records that fully disclose the amount and disposition by the grantee of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 USC 7501-7507).

b. The Grantee agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Grantee that are pertinent to the grant. The DOT may require that a Grantee conduct an appropriate audit. In any

case in which an independent audit is made of the accounts of a Grantee relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**5. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq), which 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.

In addition, in order to incorporate the provisions of Section 1606 of the Recovery Act, which applies Davis-Bacon Act prevailing wage requirements to projects funded directly by or assisted in whole or in part by and through the Federal Government using laborers and mechanics, the grantee agrees to insert the clauses found in 29 CFR 5.5(a) provided in Attachment B of this grant agreement in all Grantee contracts and grants using funds obligated to carry out this grant agreement.

**6. Engineering and Design Services.** It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541, et seq) or an equivalent qualifications-based requirement prescribed for or by the Grantee as approved by the Secretary.

**7. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**8. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

COYLAND BOBOLSKI SF JUNEA ✓

Grantee



Signature of Authorized Grantee Official

6-3-2000

Date

## **ATTACHMENT C: RECOVERY ACT REQUIREMENTS AND CONTRACT CLAUSES**

### **1. Davies-Bacon Wage Rate Requirements and Contract Clauses**

- a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- b) Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- c) Federal agencies providing grants, grant agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- d) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

### **2. Buy American Act Requirements and Contract Clauses**

- a) Definitions. As used in this award term and condition—
  - (1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
    - (i) Processed into a specific form and shape; or
    - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

- (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____		
Domestic steel, iron, or manufactured good	_____		
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____		
Domestic steel, iron, or manufactured good	_____		

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site.]

**3. 48 C.F.R. Subpart 52.247-64 Preference for Privately Owned Commercial U.S. Flag Vessels – Cargo Preference Act of 1954**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent

that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—

(i) The Contracting Officer, and the

(ii) Office of Cargo Preference Maritime Administration 1200 New Jersey Avenue, SE Washington DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2). The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S. flag - commercial vessels may be obtained from the:

Office of Costs and Rates Maritime Administration 1200 New Jersey Avenue, S.E.  
Washington DC 20590 Phone: (202) 366-4610

#### **4. Single Audit Information for Recipients of Recovery Act Funds Requirements**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” and OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments.” Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**ATTACHMENT D**  
**MONTHLY PROGRESS REPORTS**  
**FORMAT AND CONTENT**

**[Note: Subject to 44 U.S.C. § 3501 under the Paperwork Reduction Act, the grantee shall submit monthly progress reports as described in this Attachment].**

The purpose of the monthly progress reports is to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met.

The Grantee should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.

The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Grantee and the Government must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.

A monthly cost, schedule, and status report will be produced by the Grantee, and a status meeting will be held with the Grantee at least quarterly, with the Government and other applicable agencies in attendance. The quarterly status meetings should discuss the project costs, schedules, quality issues, compliance with Federal requirements, and other status items in sufficient enough detail to allow all involved parties to be fully aware of the significant status issues and actions planned to mitigate any adverse impacts. In addition, significant issues occurring between status meetings must be communicated immediately without waiting for the next regularly scheduled meeting, with any highly significant or sensitive issues elevated immediately to the executive leadership.

The following is the required format for the monthly status reports. At the discretion of the Government, modifications or additions can be made in order to produce a monthly reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive monthly status than others. In the case of smaller projects, the content of the monthly reports will be streamlined and project status meetings will be held on a less-frequent basis.

Please note that the initial monthly progress report should include a detailed description, and where appropriate, drawings, of the items funded.

**1. Executive Summary.** The executive summary should be a clear and concise summary of the current status of the project, including any major issues that have an impact on the project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format. The following summary information is an example of items that should be covered in the Executive Summary section:

- Current total project cost (forecast) vs. latest budget vs. baseline budget. Include an explanation of the reasons for any deviations from the approved budget.
- Current overall project completion percentage vs. latest plan percentage.
- Any delays or exposures to milestone and final completion dates. Include an explanation of the reasons for the delays and exposures.
- A summary of the projected and actual dates for notices to proceed for significant contracts, start of construction, start of expenditure of TIGER Discretionary Grant funds, and project completion date. Include an explanation of the reasons for any discrepancies from the corresponding project milestone dates included in the Grant Agreement.
- Any Federal obligations and/or TIFIA disbursements occurring during the month versus planned obligations or disbursements.
- Any significant contracts advertised, awarded, or completed.
- Any significant scope of work changes.
- Any significant items identified as having deficient quality.
- Any significant safety issues.
- Any significant Federal issues such as environmental compliance, Buy America, Davis Bacon Act Prevailing Wage requirements, etc.

**2. Project Activities and Deliverables.** The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous month (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. 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 Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. The two-month "look ahead schedule" will enable the Government to accommodate any activities requiring input or assistance.

**3. 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. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. 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.

**4. 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 monthly reporting purposes, with the ultimate format to be agreed upon between the Grantee and the Government. 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.

**5. 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 TIFIA disbursements for the project, compared to planned obligations and disbursements.

**6. Project Funding Status.** The purpose of this section is to provide a status report on the non-TIGER Discretionary Grant funds necessary to complete the project. This report section should include a status update of any legislative approvals or other actions necessary to provide the non-TIGER Discretionary Grant funds to the project. Such approvals might include legislative authority to charge user fees or set toll rates, or the commitment of local funding revenues to the project. In the event that there is an anticipated or actual project cost increase, the project funding status section should include a report on the anticipated or actual source of funds to cover the cost increase and any significant issues identified with obtaining additional funding.

**7. Project Quality.** The purpose of this section is to: (1) summarize the Quality Assurance/Quality Control activities during the previous month (reporting period), and (2) highlight any significant items identified as being deficient in quality. Deficient items noted should be accompanied by reasons and specifics concerning the deficiencies, and corrective actions taken or planned. In addition, the agency or firm responsible for the corrective action should be documented. Planned corrective actions should then be included as Action Items/Outstanding Issues.

**8. Other Status Reports.** The Grantee and the Government may agree that other reports may be beneficial in ensuring that project status issues are fully and openly communicated. Such reports may include the public relations plan, value engineering and constructability review plan, environmental compliance report, and/or compliance with the Buy America requirements.

# ATTACHMENT E

## PROJECT BUDGET

### ABLF PROJECT FUNDING

**Sources and Distribution of Funds**

ABLF project funding is a combination of federal, state, and local sources as follows: (Please note that Phase I is substantially completed. The Phase I budget was included only to identify the CBJ cost-matching to the overall project). The Project, which covers Phase II, is fully funded by the TIGER Discretionary Grant.

**Phase I**

CBJ Local Funds

General Obligation (GO) Bonds	3,250,000
GO Bond Interest Income	328,598
Marine Passenger Fees	1,361,500
Harbor Funds	467,514
Dock Funds	325,000
Revenue Bonds	<u>4,411,351</u>
Sub-total Local Funds	\$10,143,962

Other Funds

Denali Commission	1,000,000
State of Alaska	<u>50,778</u>

Sub-Total Phase I	\$11,194,741
-------------------	--------------

**Phase II**

TIGER Discretionary Grant	3,640,000
CBJ	<u>0</u>
Sub-Total Phase II	\$3,640,000

TOTAL PROJECT	\$3,640,000
---------------	-------------

**Total Project Funding Allocation**

Federal Funds	31.28%
State of Alaska Funds	.34%
City and Borough of Juneau Funds	68.38%

<b>UPDATED PROJECT ITEMS &amp; ESTIMATE</b>
---

<b>ITEM</b>	<b>ESTIMATE</b>
Mobilization	\$275,133
Uplands Drainage Improvements	539,730
Security Fencing and Gate	129,000
Loading Ramp Improvements	764,600
Boarding Ramp Installation	410,000
Asphalt Paving and Base Course	459,570
Painted Traffic Markings	11,000
Corrosion Protective Pile Anodes	94,300
Mobile Crane	110,000
Water Line to Float	100,000
Electrical	100,000
Equipment Building	40,000
Sub-Total	\$3,033,335
Estimate Contingency (10%)	303,334
Design and Inspections (9.5%)	288,166
Administration (0.5%)	15,167
<b>TOTAL</b>	<b>\$3,640,000</b>

## **ATTACHMENT F**

### **PROJECT SCHEDULE**

The ABLF Phase II project is primed to move forward. (See Attachment H for specific milestone attainment dates). The full project is completely permitted by Federal, state and local agencies. The final design is nearly complete with only minor items to finish and assemblage of a bid package. Bidding and contract award would occur within 90 days of notice of grant award. Construction will take approximately three to four months to closeout. The entire ABLF Phase II project would be complete within 480 days or 16 months of grant award, demonstrating expeditious use of the federal stimulus funds.

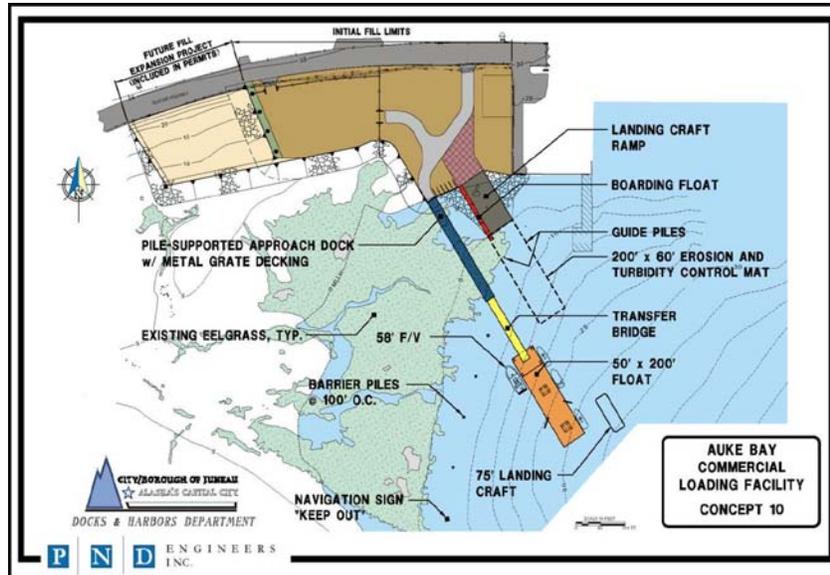
ABLF- Phase II is a shovel ready project that fulfills the aims of the American Recovery and Reinvestment Act. The funds provided by the TIGER Discretionary Grant will have immediate and ongoing positive economic impacts across a broad region and numerous communities and industry sectors. When completed, the ABLF will have more than two-thirds local investment.

**ATTACHMENT G**  
**TECHNICAL APPLICATION**

APPLICATION FOR

## TIGER DISCRETIONARY GRANT

# AUKE BAY LOADING FACILITY (ABLF) - PHASE II



Type: Port Infrastructure Investments

Location: City & Borough of Juneau, Alaska

1st Congressional District / Alaska

Rural Area

## \$3.64 Million Requested

Contact: John M. Stone, Port Director  
Port of Juneau / 155 S. Seward St.  
Juneau, Alaska 99801  
(907) 586-0292 / John\_Stone@ci.juneau.ak.us

**Abstract:** This Tiger Discretionary Grant application is for \$3.64 million for Phase II of the recently opened Auke Bay Loading Facility (ABLF) in Juneau, Alaska. The City and Borough of Juneau has already invested some \$11.2 million in Phase I of this project, more than 90% coming from local bond and user fee sources. Although Juneau is the largest community in the Southeast Alaska region, at just 30,000 people it is a small, rural community by national standards. The other communities, settlements and economic activities served by the ABLF are definitely “rural”, many being in very remote, wilderness areas. Economic activities served by the ABLF include all manner of regional freight, commercial fisheries, and mining. The facility provides vital intermodal links to mainline air and barge freight into and out of a vast region that has no direct road links to the rest of the country. As such it is pivotal to economic growth in the region. The requested \$3.64 million will be used to complete important portions of the project for which insufficient funds were available in Phase I. These items include remaining staging area fill, facility paving, additional higher capacity crane, freight ramp concrete planking and boarding float, and facility security. Until they are completed the designed usability and overall economic impact of the facility will not be realized. All elements of Phase II are already designed and ready to bid on short notice. This is a “shovel ready” project that meets the aims of the Recovery Act and directly addresses criteria set forth in the TGER Discretionary Grant program.

## TABLE OF CONTENTS

<b>PROJECT INTRODUCTION &amp; BACKGROUND .....</b>	<b>1</b>
<b>PROJECT DESCRIPTION.....</b>	<b>5</b>
<b>Construction Phasing &amp; Project Elements .....</b>	<b>5</b>
<b>Function of Project Elements .....</b>	<b>6</b>
<b>PROJECT ELIGIBILITY .....</b>	<b>7</b>
<b>Intermodal Benefits.....</b>	<b>7</b>
<b>Freight Industry Benefits .....</b>	<b>7</b>
<b>Seafood Industry Benefits .....</b>	<b>8</b>
<b>ADDRESSING TIGER GRANT SELECTION CRITERIA .....</b>	<b>10</b>
<b>Primary Selection Criteria – (a) Long -Term Outcomes.....</b>	<b>10</b>
<b>Primary Selection Criteria – (b) Job Creation &amp; Economic Stimulus.....</b>	<b>13</b>
<b>ABLF PROJECT FUNDING .....</b>	<b>16</b>
<b>Phase II - Cost Breakdown .....</b>	<b>17</b>
<b>Why TIGER Discretionary Grant Funding Is Vital .....</b>	<b>17</b>
<b>PROJECT SCHEDULE .....</b>	<b>17</b>
<b>SUMMARY.....</b>	<b>18</b>

## PROJECT INTRODUCTION & BACKGROUND

Alaska's southeastern "Panhandle" faces transportation challenges that are unique in the entire United States. Stretching over 600 miles along the remote Gulf of Alaska and hemmed in by the high peaks and ice fields of the Wrangell / St. Elias and northern Coast Ranges to the north and east, Southeast Alaska is larger in area than the entire State of Maine. Yet, only three small towns are on the North American road system and these are quite remote. Access from them to any other US communities requires long transits through Canada, and none is closer than 1,000 driving miles from the nearest major city in the contiguous 48 states<sup>1</sup>. Access to all other points in the region, and all of its major towns is only by water or air. Juneau, the region's largest community (30,000 people) and the Alaska state capital is a hub of commerce and transportation for all of southeast Alaska, but particularly for its northern area.

The great bulk of the north bound freight destined for Juneau and its outlying communities arrives by barge from Seattle.<sup>2</sup> Smaller amounts of freight arrive via the Alaska Marine Highway System (the state's ferry system) from Bellingham, Washington or Prince Rupert, British Columbia. Most passenger traffic and air freight into Juneau is via our only interstate air carrier, Alaska Airlines. Conversely, these transport systems carry the region's exports, now largely fish products, south bound on their way to markets in the Continental U.S. and overseas.<sup>3</sup>



**Barge Lines**



**Air Carriers**



**State Ferries**

Juneau's local geography presents challenges for intermodal transportation. The two large barge line terminals are located on Gastineau Channel in Juneau's downtown area. But, most freight to outlying communities and remote sites is carried on smaller vessels leaving from the Auke Bay area some 13 road miles north of downtown. Auke Bay and downtown are separated by the Mendenhall Bar, which for all practical purposes is not navigable (See Map Page 4). For years, smaller scale marine loading operations for through and originating freight in Juneau have been dependant on existing boat launch ramps originally constructed as recreational facilities. The most heavily used was at Statter Harbor in Auke Bay, which is primarily a transient moorage, recreational boating facility. This combining of incompatible uses greatly hindered the operation of these facilities, impairing site access, crowding the adjacent parking and staging areas, and creating significant user group conflicts and safety hazards. The problem became even more acute when the main barge lines suspended service to most outlying communities, meaning more freight had to be transhipped on smaller vessels out of Juneau.

At the same time, the lack of a proper public dock for fish landings in the Auke Bay area complicated operations for commercial fishermen. The opening of a new seafood plant at

<sup>1</sup> Haines (1,936 miles from Seattle, WA) Skagway (1,741 miles from Seattle, WA), Hyder (999 miles from Seattle, WA); "The Milepost", 2009.

<sup>2</sup> Northland Services and Alaska Marine Lines provide Juneau with twice weekly tug and barge service.

<sup>3</sup> The region's other main export is ore concentrates. These are generally picked up directly at the mine site and transported by dedicated barge shipments.

Auke Nu Cove in 2005 helped a great deal for fishermen delivering to that plant. But, fishermen delivering to the other main plant, located downtown, and independent marketers still lacked proper facilities. They had to make the four hour trip around Douglas Island to reach the downtown facilities, incurring additional cost, lost fishing opportunity, and occasionally facing extreme weather hazards.<sup>4</sup> Small scale fishing operations sometimes made do with using the inadequate recreational facilities at Statter Harbor in Auke Bay, but offloading serious amounts of commercial catch there was essentially impossible.

Recognizing a need to provide a commercial loading facility to serve the region, the City and Borough of Juneau (CBJ) Docks & Harbor Board began planning for an Auke Bay Loading Facility (ABLF) in 2000. The ABLF will relieve the problems described above by providing a separate facility specifically designed for commercial freight and fisheries activities. The increased efficiency afforded by the ABLF will lead directly to increased business profitability and economic growth in Juneau and throughout the northern region of Southeast Alaska.

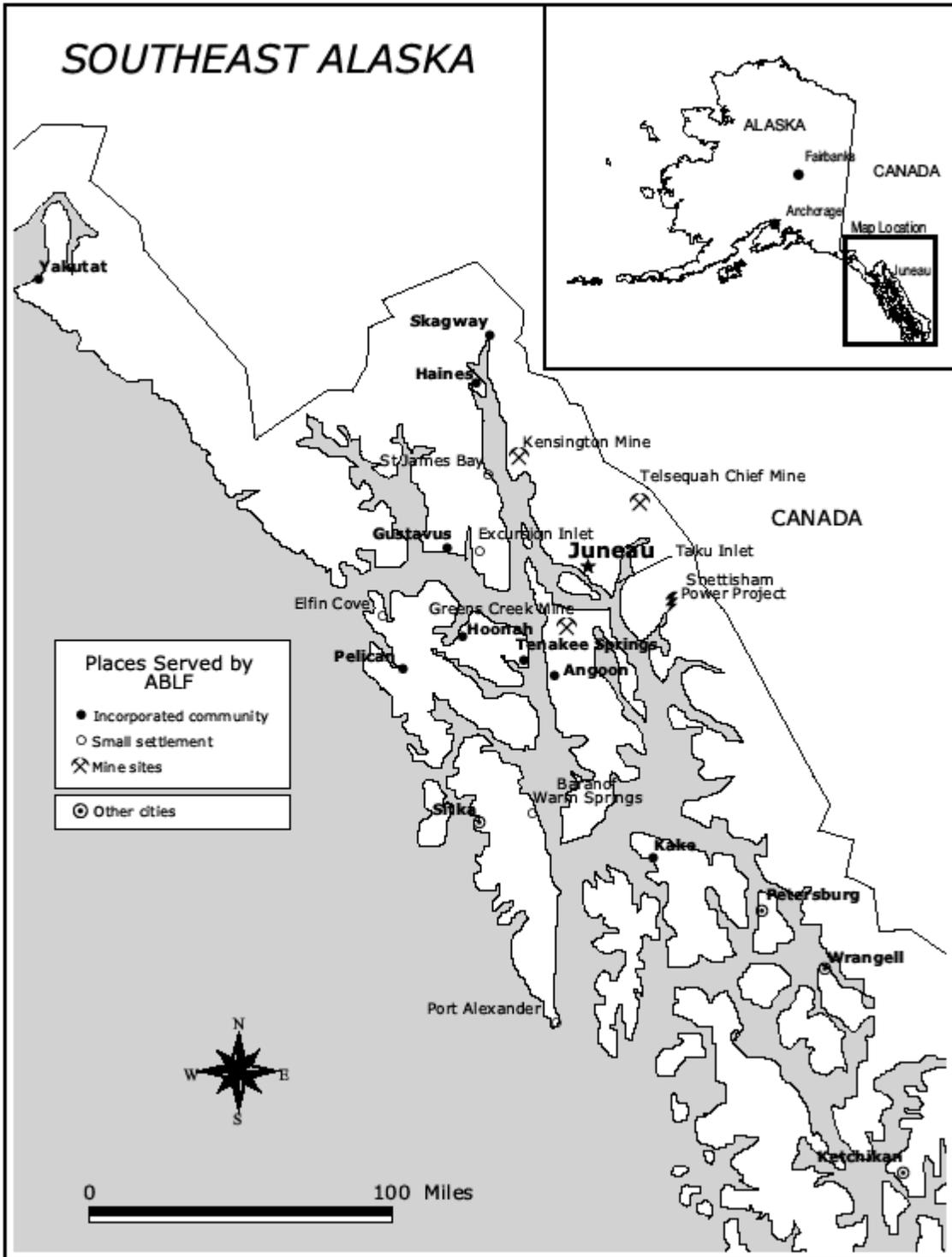
The community voted to support the facility through a general obligation bond issuance. This initial funding has been supplemented by revenue bonds, various user fee sources, and grants. Over 90 percent of the nearly \$11.2 million invested so far have been provided from local sources – strong evidence of Juneau’s commitment to this regionally important economic infrastructure project.

This is a unique “rural” project. Despite being located in Southeast Alaska’s largest “urban” hub community, it must be remembered that the entire population of the City and Borough of Juneau is barely 30,000 persons.<sup>5</sup> Further, the ABLF serves many small, outlying communities and settlements, and remote area mining and construction projects in an immense area, as well as fisheries that take place throughout the northern Southeast Alaska region and in the open ocean Exclusive Economic Zone of the Gulf of Alaska. In its totality this vast region is beyond merely rural...it is mostly wilderness.

<b>Communities, Settlements and Remote Economic Facilities Served By Small Freighters Out of the Juneau Hub</b>		
<b>Incorporated Communities</b>	<b>Small Settlements</b>	<b>Economic Facilities / Activities</b>
Pelican	Shelter Island	Inside Waters Fisheries
Hoonah	St. James Bay	EEZ Fisheries
Gustavus	Funter Bay	Greens Creek Mine
Angoon	Horse and Colt Islands	Kensington Mine
Kake	Excursion Inlet	Telsequah Chief Mine
Skagway	Taku Inlet / Taku Harbor	Snettisham Power Project
Haines	Baranof Warm Springs	Regional mineral exploration
Tenakee Springs	Port Alexander	Small scale logging
Yakutat	Elfin Cove	Remote site construction

<sup>4</sup> Rounding the southern tip of Douglas Island to enter Gastineau Channel vessels are exposed to winds blowing out of Taku Inlet. These winds are notoriously violent at times, especially during winter periods of high pressure, and frequently result in extended delays and occasional vessel losses.

<sup>5</sup> The CBJ, which includes Juneau proper, as well as the formerly independent community of Douglas and settlements of Auke Bay, Tee Harbor and Amalga Harbor, had a total population of just 30,427 in 2008 (JEDC, 2009)



The ABLF was designed as a full service facility for commercial freight, fish and fishing gear handling functions for a variety of marine vessels ranging from small to large fishing boats and fishing tenders, to local freighters and landing craft and construction and freight barges.<sup>6</sup> Associated uplands were designed to provide adequate staging, storage, and maneuvering for loading activities. However, not enough funds were available to complete the project as designed. Accordingly, the project was divided into two phases. Phase I is now substantially complete and the facility recently (August, 2009) entered service. It provides an important level of service but many important elements were not constructed that have a significant impact on the overall operational capability of the facility. The unfunded items affect the efficiency of operations, environmental impacts, safety, security, and user diversity



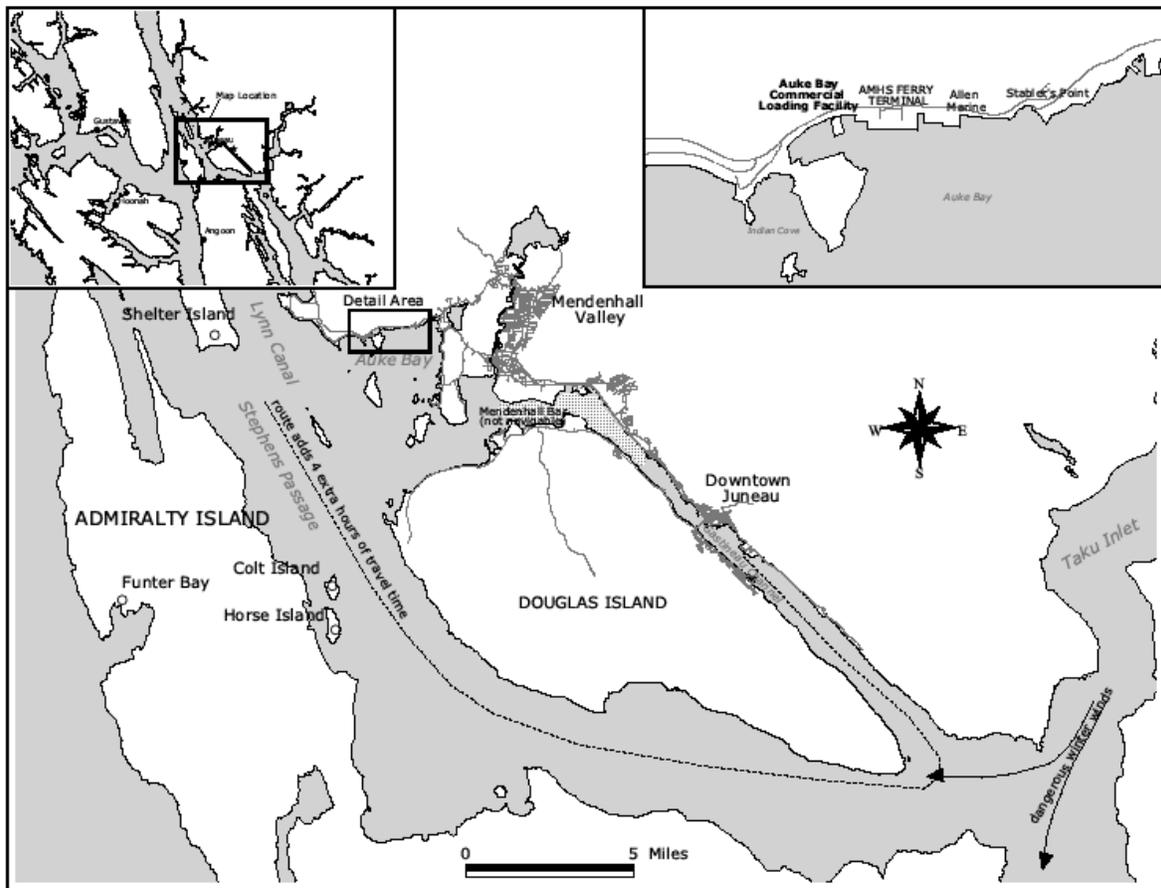
**Fishing Boats**

of the facility.

Phase II will construct those unfunded items and complete the facility. The total cost to provide the unfunded elements of the full design is \$3.64 million which is the amount requested from the TIGER Discretionary Grant program. The project is fully permitted and is shovel ready. Only minimal professional services are required to prepare bid package, which can be completed within thirty (30) days.



**Local Freighter**



<sup>6</sup> Tenders are vessels that pick up fish from fishing boats on the grounds and deliver them to the processing plants. This is a common method, especially in the salmon fisheries.

# PROJECT DESCRIPTION

## Construction Phasing & Project Elements

The Auke Bay Loading Facility (ABLF) is a two phase project. Phase I is substantially complete. Phase II is the proposed project under the TIGER grant program. The design of ABLF has three central components:

- 1.) an uplands staging and storage area created on filled tidelands;
- 2.) a freighter loading facility including landing ramp and boarding float; and
- 3.) a drive-down, floating commercial fisheries dock.

**Phase I** saw substantial completion of the following project elements:

- Site analysis and selection; lands and tidelands acquisitions; local, state and federal permitting
- Complete facility design and bid
- Creation of 1.75 usable acres of gravel surfaced upland freight staging / materials storage area) and highway access.
- Construction of a coarse gravel surfaced freighter loading facility (barge and landing craft ramp) with 3 guide piles and forklift working area, including inter-tidal area erosion controls.
- Installation of a 200' x 50' drive-down, floating commercial fisheries and materials transfer dock with two medium duty hydraulic cranes, with 225' x 20' pile supported approach platform and abutment, and 140' x 16' vehicle transfer bridge.
- Environmental mitigations including 27.6 acre permanent eel grass conservation easement, protective navigation piling, and turbidity and siltation controls.

Phase I is functional and was officially opened on August 22, 2009, but some vital elements remain to be completed.



### AUKE BAY LOADING FACILITY PHASE II Major Construction Elements

(Note: When this photo was taken in July, 2009 the floating dock and transfer ramp were not yet in place at the end of the approach structure)

**Phase II** will complete the facility to its original design specification, providing a fully functional marine transfer complex. The Phase II portion of the project would be funded by the TIGER Discretionary Grant program. The elements of Phase II include:

- Completion of the uplands development including a.) the half acre balance of permitted fill, b.) asphalt paving of traffic areas throughout the facility; c.) additional power and lighting on uplands areas, and d.) facility security gate and fencing.
- Completion of the freighter loading facility (barge and landing craft ramp) with installation of a.) an articulated vessel boarding float and nine remaining guide piles; b.) pile anodes, c.) concrete approach apron, and d.) reinforced concrete planking on the loading ramp surface.
- Completion of the fisheries dock including a.) at least one (1) higher capacity crane (4,000 lbs at all radius); and b.) fresh water service line.
- Miscellaneous associated work including environmental screen plantings.

## **Function of Project Elements**

**Uplands Uses** - The 2.25 acres of created uplands will fill a variety of development need within the CBJ Harbor System including:

Storage (short-term) and Staging of Freight: Materials bound for outlying communities and development sites typically consists of lumber and construction materials, large amounts of gravel and quarried rock, household goods of all kinds, vehicles and equipment, propane and other fuels, mining, logging and fish processing supplies, etc. All of this material needs to be staged before loading on the freight barges and landing craft that transport the goods. Prior to construction of the ABLF there were no good, convenient staging areas where freight could be consolidated. Materials were brought from a variety of off-site locations and loaded at recreational boat launch ramps on a "last minute" basis. What little staging was available often conflicted with other uses of those facilities. The new facility brings much needed increased capacity and efficiency to these important functions. Lesser amounts of materials will also come into the freight facilities from the outlying areas. These may include sawn timber and cants, returning construction equipment and vehicles, recyclables, certain waste materials, and some bulk fish products such as containerized frozen or canned products from remote processing sites.

Fisheries Equipment Storage: Open and perhaps container storage will be available to commercial fishers on a short-term or long-term rental basis for fishing gear (crab and shrimp pots, nets, longlines, etc), equipment (winches, power blocks, net reels) and supplies (boxing, fluids and other consumables). Convenient gear and equipment storage is currently hard to come by in the Juneau area.

Leasing for Development: Portions of the uplands may be available for marine / fisheries related development. The adjacent fish processor has already expressed strong interest in leasing some area to expand value added processing activities. This will be an important revenue generator for the facility.

**Freighter Loading Facility** – When completed the barge and landing craft loading ramp will allow two freight operators to land and / or load freight simultaneously with much greater safety and efficiency than any of the previously available, "Jury rigged" arrangements. This will mean low cost and better service for the outlying communities, mines or construction sites and will foster further growth in the local / regional freight sector.

**Drive Down Fisheries Dock** – Identified as the “most needed” piece of infrastructure in a processor and fishermen poll conducted by the CBJ Fisheries Development Committee in 2000, the 50’ by 200’ floating dock will connect the uplands via a 200’ foot approach dock and 10-ton capacity drive down ramp. It will provide many much need benefits to local fishermen and processors.

Fishermen will have much better access to their vessels for activities like provisioning, loading and working gear, and routine maintenance. Being able to drive a truck or other service vehicle adjacent to their vessels is both safer and more efficient than at a regular fixed dock, particularly in Juneau with its tidal range of up to 22’. Being at a dedicated commercial fishing facility eliminates conflicts and inefficiencies of trying to work in regular harbors dominated by recreational craft and their users. The dock will also provide very much improved opportunity for fishermen direct marketers who need to access the Juneau International Airport to make fresh fish shipments by air (see section on economic benefits for more details).

Juneau area processors will also be able to use the dock to offload fish from fishing vessels and tenders. Although one processor immediately adjacent to the facility has its own dock, the other major processor located downtown can transport fish from the ABLF via truck, thus saving many hours of running time for fishermen and tenders. Numerous other small processors that are not located on the water can also transport fish to their sites in this manner.

## **PROJECT ELIGIBILITY**

Per the NOFA (Federal Register / Vol. 74 No. 115) of June 17, 2009 [Notice of Funding Availability for Supplemental Discretionary Grants for Capital Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act] projects that are eligible for TIGER Discretionary Grants under the Recovery Act include “(4) port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement.”

The Auke Bay Loading Facility directly responds to this eligibility criterion by providing critical links for

- 1.) regional freight haulers operating to and from Southeast Alaska’s outlying rural communities, settlements and remote development and mining sites; and
- 2.) commercial fishermen, fishermen direct marketers, and fish processors

to Juneau’s “best in region” air, ferry and barge transportation hub - connecting them to other points in Alaska, the continental United States, and overseas.

### **Intermodal Benefits**

The ABLF will improve freight transfer activities for rural Southeast Alaska communities that use barge and landing craft operations as primary marine services. It will also facilitate Southeast Alaska fisheries, including fish transfers for airborne freight operations at the Juneau airport and the taking on of fuel, freight, gear, and ice.

**Freight Industry Benefits** – Juneau is the principal freight hub for northern Southeast Alaska, and the ABLF provides the vital link for in-regional freight operations. Freight arrives

in Juneau from the Lower '48 via the Juneau International Airport (JIA); the Alaska Marine Highway System (AMHS), and mainline freight barge connections with Alaska Marine Lines and Northland Services. The great bulk comes in by barge. Getting goods and materials beyond Juneau to smaller communities, mine and remote construction sites, or remotely located fish processing operations depends overwhelmingly on smaller, in-region freight services – mostly freighter landing craft. The ABLF provides vastly improved facilities for these operators.

This freight connection has become even more critical since the Seattle based barge lines ended direct service to several smaller communities in 2005. As a result, construction of the ABLF has been strongly supported in outlying communities, and by the freight operators themselves. It should be noted that the ABLF does not just serve as an intermodal point for through shipments originating in the Lower '48. As Juneau has grown it has become more of an original point of sale for goods and materials to outlying communities. This is particularly so since the advent of some “big box” stores that offer prices competitive with direct orders from Seattle. This has increased in-region economic exchanged and, in turn, fostered growth in the small freight sector. The ABLF will be important in continuing this positive regional economic growth trend.

**Seafood Industry Benefits** - The Auke Bay Commercial Loading Facility will be a major regional interface between seafood harvesters and processors and various transportation links within and out of Juneau.

Commercial Fisheries Entry Commission (CFEC) data show that 263 owner / operator fishermen, holding 419 active licenses in various fisheries reside in Juneau, along with more than 300 licensed crew members. Principal fisheries include all five species of Pacific salmon (gillnet, troll and seine), halibut and sablefish longline, and shellfish (king, tanner and Dungeness crab, and prawns). These fishermen earned an estimated \$21.3 million in 2008. Juneau's seafood processing sector is unique in that it is all “home grown”. None of the Seattle “majors” operate in Juneau, although Ocean Beauty has a large plant in nearby Excursion Inlet. Taku Fisheries, Icy Strait Fisheries, Alaska Glacier Seafood, Northern Keta Caviar, and Alaska Seafood Company all got their start in Juneau. The same is true for the many smaller, specialty processors and direct marketers that round out the local industry. 2008 data indicate that the Juneau seafood sector produced some 8.3 million pounds of processed seafood with a first wholesale (export) value of \$32.1 million.

Alaska Glacier Seafood's new plant (2005) is located immediately adjacent to the ABLF, but all of Juneau's other seafood processing companies are located either on the downtown waterfront, or off the water entirely in various industrial areas. The ABLF will be a boon for these companies. They will be able to drive trucks directly up to the catcher or tender vessels to receive fish for transport to their processing sites, and, conversely, to deliver ice and other supplies directly to the vessels. This will eliminate long and tiring runs around Douglas Island to downtown for many fishermen and tender operators, saving fuel, wear and tear on vessels and crews, and – during winter particularly – avoiding dangerous Taku River winds (See Map Page 4).

The ABLF will be particularly important for fresh seafood shipments. Exports of fresh seafood from Alaska have been increasing steadily in response to strong consumer demand. From Southeast Alaska most fresh exports are bound for domestic markets. Several factors have contributed to the surge in fresh exports:

- Individual Fisheries Quotas (IFQ's) have transformed the halibut fishery. Prior to IFQ's as much as 90% of halibut was frozen. Now virtually all halibut is exported from Alaska as fresh fish.
- The resurgence of demand for premium wild salmon has increased fresh sales generally and spawned a substantial increase in the number of small-scale, direct market business - particularly in Southeast Alaska.
- Increases are also taking place in smaller, niche fisheries. Almost all of Southeast Alaska's king crab catch is now exported live, as is a substantial proportion of the regions Dungeness production. Fresh exports of prawns, rockfish, lingcod and other specialty species are also increasing.

According to data from the Alaska Department of Revenue sales volume of fresh headed and gutted (H&G) salmon and fresh salmon fillets from Alaska more than doubled in recent years, from 16.1 million pounds in 2001 to 34.0 million pounds in 2007. Fresh salmon brings a substantially higher first wholesale price than frozen. The all-species aggregate value for fresh H&G salmon averaged \$3.08 per pound in 2008, compared to \$1.61 per pound for frozen H&G salmon. The same is true for fresh versus frozen fillets at \$6.71 and \$3.52 per pound respectively.<sup>7</sup>

Fresh salmon exports are highly dependent on air transportation, so getting the higher price for fresh requires good air freight service. The Juneau International Airport (JIA), which is located just seven minutes from the ABCLF via highway, is the most important air hub in Southeast Alaska. It has far more flights to the Lower '48 than any other airport in the region, making it the preferred shipping point for air fresh seafood exporters. A comparison of scheduled southbound flights shows why.<sup>8</sup>

<b>Airport</b>	<b>Total Daily Flights</b>	<b>Non-Stop Flights</b>	<b>Originating Flights</b>
Juneau	12	8	11
Ketchikan	5	5	0
Sitka	5	2	0
Petersburg	2	0	0
Wrangell	2	0	0

Not only does Juneau have far more flights than any other Southeast community, it is the only community that doesn't "share" flights with other communities. This makes the interface between Juneau's seafood industry and its air hub critical. The Auke Bay Loading

---

<sup>7</sup> Alaska Salmon Price Report (ASPR) data published by the Alaska Department of Revenue and summarized in the Alaska Seafood Marketing Institute's "Seafood Market Report" by the McDowell Group (December 2008). The ASPR captures sales volume and first wholesale value for six major salmon product forms, including fresh H&G salmon and fresh salmon fillets.

<sup>8</sup> June, 2006

Facility provides huge improvements in fish handling efficiency making it much easier to access export transportation and respond to the rapidly growing market demand. This is important for both established, larger processors, and for the expanding sector of small, direct market fishing operations.

Juneau also offers good highway connections for fresh exports. Although most fresh salmon is flown, robust species like halibut can be trucked to the Lower '48. Trucked exports utilize the Alaska Marine Highway System (AMHS) link to Skagway and the Alaska Highway south through Canada to Seattle and other Lower '48 destinations. The AMHS terminal in Juneau is immediately adjacent to the ABLF site.

## ADDRESSING TIGER GRANT SELECTION CRITERIA

### **Primary Selection Criteria – (a) Long -Term Outcomes**

**State Of Good Repair** - One of the most important goals of Phase II of the ABLF project is to improve the durability of the completed portions to minimized life cycle costs. The facility was designed for a long-term use that would serve Juneau and outlying rural communities far into the future. Critical elements of the design for assuring long-term use were not affordable with funds available for construction of Phase I. Therefore Phase II will construct those elements to assure long-term benefits as follows:

- Uplands areas now have compacted gravel surfacing that will not be easy or cheap to maintain over the long-term. The proposed project would provide asphalt paving for all traffic areas throughout the uplands. Estimated life of the asphalt pavement is about 20 years. With periodic sealing treatment, pavement life will be extended over the life of the facility.
- The barge and landing craft loading ramp is currently compacted rock and gravel. Wave action and marine craft landings cause surface damage over time that requires frequent re-grading and maintenance. The proposed project would place pre-cast concrete planking on the ramp surface and a concrete approach apron at the top of the ramp. The estimated life of the concrete ramp planks and apron is 20-30 years. These will be a significant factor in reducing maintenance over the life of the facility thus reducing the life cycle cost.
- Significant structural elements of the project are in constant contact with saltwater. They include the piling that supports the approach dock, guide piles, and loading float. All steel elements are hot dipped galvanized to protect them from corrosion. Protective anodes are typically installed as a sacrificial metal to further reduce corrosion on the structural members. The anodes were not affordable in the Phase I construction budget. The proposed project would install the designed anodes to provide long-term protection of the steel elements that come into contact with the saltwater. These anodes will reduce ongoing maintenance thereby reducing life cycle costs.

**Economic Competitiveness** – As a major step forward in transportation infrastructure, the ABLF will enhance the competitiveness of a number of direct and indirect users. Improvements in logistical efficiency translate into lower cost and better service.

- One of the most significant competitiveness gains will be for direct market fishermen. The current logistical situation is so bad that many who had tried direct marketing either quit entirely or severely cut back on their efforts. The ability to quickly and conveniently get product off their vessels at the ABLF and transport it to air freight services at Juneau International Airport, just minutes away, will make it possible for direct marketers to compete more successfully for higher value markets in the Lower '48.
- For medium and larger shore based processors in Juneau the ABLF will provide much quicker vessel servicing and fish transport – lowering tendering costs and reducing man hours spent in handling and transporting fish. Those savings go directly to the bottom line.
- Processors in small communities or remote sites will have enhanced access to mainline barge services out of Juneau, meaning that they can lower use of expensive chartered service to their sites. They will be able to make more frequent shipments using back-haul service on local freighters that now generally come back empty from small communities.
- Small-scale freight services will have much better facilities, enabling them to provide more and better service to remote areas at more reasonable cost.
- Major barge lines serving the region cut service to some small communities to contain costs. The ABLF will allow them to re-establish business links to these communities through the smaller scale operators using the facility.
- Service businesses in outlying areas will see lower costs and hence will be more competitive with direct order.
- Juneau wholesalers and retailers will see improved business with remote areas through better shipping arrangements for their products.

**Livability** - The ABLF will enhance livability in Juneau and the other communities it serves in a number of ways. It will greatly enhance intermodal connectivity for the seafood and freight transport industries in the region linking outlying communities and remote economic activities to interstate barge, air and ferry transport. At the same time it will greatly reduce congestion and enhance safety at other, primarily recreationally and tourism oriented marine facilities in Juneau. Local recreational boaters and visitors alike will benefit from the removal of industrial activities from facilities they use.

It will improve transport options and promote greater competition among transport companies serving outlying communities that depend on the Juneau regional transport hub. Many of these communities have high rates of poverty and unemployment, and suffer very limited economic opportunity. Several of the communities have predominately Alaska Native populations that are recognized by the federal government as disadvantaged. The ABLF will help in delivery of government programs to these communities, and will generally assist with better freight services that will contribute toward lower costs of living and improved living standards.

## **Sustainability**

Environmental Protection - The Auke Bay Loading Facility is located at the entrance to Auk Nu Cove, an area of approximately 28 acres of sensitive marine habitat supporting a variety of fish, invertebrates, and shore birds. Of particular importance are the cove's several eelgrass beds, which are important habitat for juveniles of many commercially important fish species. Measures were taken in the design of the ABLF to protect this sensitive marine habitat. At the request of the National Marine Fisheries Services (NMFS) the CBJ took measures to conserve much of Auke Nu Cove, placing 27.6 acres of sensitive habitat in a permanent conservation easement. During Phase I construction silt fences were placed

around areas of fill to trap silts from choking out the eelgrass beds. The floating dock and approach structures incorporate materials that allow light to pass through eelgrass beds, eelgrass protection barrier piles have been installed, and galvanized steel piles have been used in lieu of creosote treated piles, amongst other environmentally conscious design considerations.

Still, there is more that can be done, and important Phase II project elements will offer additional habitat protection and general environmental protections when completed. Asphalt pavement and concrete launch ramp planks and abutments to be completed during Phase II will:

- Protect eelgrass beds by reducing siltation and water column turbidity that stifle their growth and reproduction; and
- Reduce levels of fugitive dust, or airborne particulate matter that adversely affect air quality, human health and the environment;
- Protect an important near shore habitat and nursery area for juvenile fish.

At the end of their useful life asphalt and concrete can be removed and recycled as a base course material. Recyclability makes them a good option for this application.

**Energy Efficiency** – The ABLF supports energy efficiency by reducing the number and duration of vessel trips in the Juneau area, and by putting many freight trips onto smaller vessels better scaled for the purpose. By conservative estimate (Fisk, 2009) as many as 400 fishing vessel and fishing tender trips around Douglas Island and up Gastineau Channel to fish processing facilities in downtown Juneau will be saved annually. This trip is normally about four (4) hours in duration, and a reasonable average hourly consumption of diesel fuel for these vessels is 6 gph. So, estimated diesel fuel savings through using the ABLF instead of steaming to downtown is 12,000 gallons. That equates to a savings of 134.3 tons per year of carbon dioxide emissions, thus reducing the carbon footprint of Juneau area commercial fishing operations by a measurable and worthwhile amount.<sup>9</sup> It is also true that using the ABLF as a freight transshipment site for materials bound for outlying communities on smaller vessels will save fuel compared to using the large tug and barge service.

**Safety** - The ABLF contributes to operational safety for facility users and the general public in several ways. Removing commercial freight and fisheries loading and unloading operations from areas used by recreational boaters and tourism operations is a major safety improvement. The worst problems of this sort were at nearby Statter Harbor, but other recreational boat launch facilities in the Juneau area also had some problems. Simply put, industrial operations, including use of forklifts, boom trucks and other machinery to move freight and fish, are incompatible with recreational boating and tourists. The dedicated industrial ABLF greatly mitigates potentially dangerous user group conflicts. For the ABLF user themselves, the facility offers many safety advantages. The larger freight ramp and uplands staging areas provide much less congested working areas for freight operators making vessel loadings easier, faster and safer.

Of particular importance in this regard are Phase II elements that will:

- improve the stability and safety of the ramp itself (concrete planks and approach apron);
- improve the ease and safety of boarding vessels (boarding float); and

---

<sup>9</sup> Burning 1 gallon diesel of diesel fuel creates 22.384 lbs of CO<sub>2</sub>.

- provide increased facility capacity (additional guide piles that will allow two vessels to safely use the loading ramp simultaneously).

The ABLF also contributes to the safety of fishermen and fish tender operators. The same reduction in fishing vessel and fishing tender trips around Douglas Island and up Gastineau Channel to fish processing facilities in downtown Juneau that contribute to energy savings and reduction in carbon footprint also contribute substantially to safety. Extra time on the water at the end of long and tiring fishery openings put crews at greater risk. Fatigue is one of the leading causes of accidents in the commercial fishing sector. Further, the rounding of the south tip of Douglas Island puts vessels and crews at risk from sometimes violent winds blowing out of Taku Inlet. These "Taku winds" have resulted in vessel sinkings and loss of life. The problem is definitely worse during the months from October through March, so are of particular concern during fall and winter crab, shrimp and groundfish fisheries.

### **Primary Selection Criteria – (b) Job Creation & Economic Stimulus**

The TIGER Grant funded Phase II of the Auke bay Loading Facility will have immediate job creating, economic stimulus effects. Per design engineers' job number and duration estimates for ABLF bid documentation, Phase II is expected to involve 252 jobs in construction totaling 5,835 man days (see Attachment 2).<sup>10</sup> Since the entire duration of the Phase II project – from bid to completion of construction – can be accomplished with in just seven (7) months of grant award notification, the economic stimulus effects will be very immediate. Hence, this project is very responsive to the goals of the Recovery Act.

The ABLF's ongoing economic stimulus effects will be felt through increased seafood and freight industry economic activity, and secondary economic effects generated in both Juneau and the outlying communities served.

In the fisheries and seafood sector gains are expected in the following areas:

- Increased fish purchases by the existing processors through improved logistics and ability to access fishermen;
- Increased employment in fish processing to handle the higher volumes of product purchases;
- Increased activity in the fishermen direct marketer sector which has been limited by poor facilities and inefficient access to the Juneau International Airport;
- Greater use of the Juneau transportation hub by processors in outlying areas that currently must rely on chartered barge service for export of their processed canned and frozen fish; and
- Increased direct and secondary employment in the Juneau and regional economy.

The improved operating infrastructure at the ABLF is expected to stimulate growth in the transport sector. Direct growth will come from expansion of existing freight operators' business base and from possible new entrants in the field. There is general agreement that the local freight sector has been facility limited. The greater activity of this sector will contribute to greater economic activity for the mainline barge, ferry and air transport sectors in Juneau, and to increased construction and other economic activities in the outlying communities.

---

<sup>10</sup> "Auke Bay Loading Facility, Engineers' Job Number and Duration Estimates for Additive Alternates A and B", PND Engineers Inc., April 1, 2006 Additive Alternates A & B were not awarded because of lack of funds and constitute the core elements of the ABLF Phase II project.

For several reasons, it is difficult to quantify these ongoing, long-term stimulus effects with accuracy. But, there are several good reasons to expect them to be substantial and sustainable over time.

First, the seafood industry effects are predicated on a robust, renewable resource base. Fishery stocks in Southeast Alaska are in very good shape biologically, and Alaska fisheries management is recognized as among the very best in the world. Economically speaking, the Alaska salmon fishery has rebounded from the market shocks of farmed salmon. Wild salmon has re-established itself as the premium product in the marketplace. And there is still room to grow through ongoing value-add product investment. Also, the ABLF will greatly assist the direct marketing sector – fishermen who niche market their own catch to select, high value markets. This has been a well documented growing trend for more than a decade, and continued growth in response to consumer demand is anticipated.

Second, growth in outlying communities and settlements in the Juneau area has been inhibited by a number of factors, but high among them have been the limited service and relatively high cost of intra-regional freight operations. The ABLF directly responds to these problems by greatly improving the hub end operational environment for small freight service companies. Moreover, Southeast Alaska generally is still early in its regional development curve. It is an area the size of Maine, but has a population of only 69,202 people. From 2000 through 2008 the region actually suffered a population loss of some 3,752 persons, largely due to the near total collapse of large-scale logging and impacts of farmed salmon on the fishery. That catastrophic loss has stabilized, and over the long-term it is only reasonable to expect that the region will grow. An important part of that growth is maturation into a more diversified, value adding economy. As mentioned, this has already occurred to a large degree in seafood, and there are also signs of a more diversified timber industry emerging, with more, smaller and locally owned operations than in the past. But, the situation of the past few years only emphasizes the need to continue development of transportation infrastructure so vital to development of this far-flung, sparsely populated region. Other positive development trends include growth in health services, the University of Alaska Southeast, tourism, non-traditional manufacturing, and a variety of other diverse activities.<sup>11</sup> The ABLF is a long awaited, much needed addition to our fundamental infrastructure. It will contribute to economic development for decades into the future.

## **Secondary Selection Criteria – (a) Innovation**

The basic construction technology employed in the ABLF is not new. However, the design of the project is definitely innovative in combining many concepts that address a long-term sustainability outcome – environmental protection. Siting the ABLF was a major challenge. Several sites in the general Auke Bay area were examined, but rejected for a variety of user group conflict, land acquisition or engineering and cost reasons. The Auke Nu Cove site ultimately selected had challenges of its own, mainly in regard to protection of sensitive marine inter-tidal habitat. Design engineers and project managers employed a number of strategies to achieve habitat protection goals that allowed the project to be permitted and constructed. These included:

- Siting fill, ramp and dock elements to avoid eelgrass beds;
- Placement of turbidity and siltation controls;
- Dock and bridge decking that passes sunlight;
- Protective navigation piling to keep vessels away from eelgrass that could be damaged by prop wash;

---

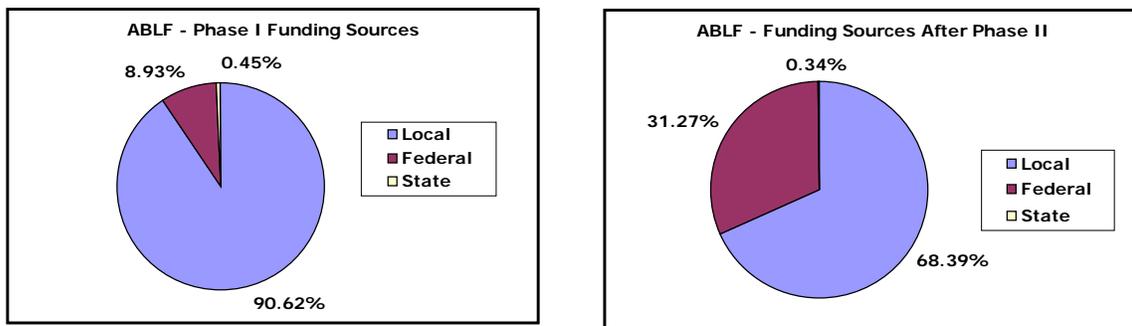
<sup>11</sup> Examples include Juneau's award-winning Alaska Brewing Company and Ketchikan's Alaska Ship and Drydock, which recently undertook its first major new shipbuilding contract for the US Navy.

- Transplanting of eelgrass to areas that had suffered prior damage or destruction; and
- Establishment of a permanent 27.6 acre of sensitive habitat conservation easement that preserves the eelgrass beds in the rest of Auke Nu Cove.

Without such an innovative, collaborative approach the ABLF could not have been constructed.

## Secondary Selection Criteria – (b) Partnership

Measured by the involvement of non-Federal entities and the use of non-Federal funds, including the scope of involvement and share of total funding, the ABLF Project demonstrates a very strong partner role by the City and Borough of Juneau. Indeed, at 68.39%, the CBJ’s financial commitment in the project remains by far the most important of all contributions even after the commitment of the requested \$3.64 million of Tiger Discretionary Grant funding to pay for Phase II of the project.



In Phase I a \$1,000,000 Federal grant was made through the Denali Commission. The CBJ committed \$10,143,962. The initial commitment was a general obligation bond approved by city voters that totaled, with interest, some \$3,578,598. But, over time, the CBJ Assembly appropriated funds from other sources. \$1,361,500 was appropriated from Marine Passenger Fees in recognition that the ABLF would remove congestion and improve safety at facilities heavily used by cruise ship passengers. The CBJ also authorized \$467,514 and 325,000 from the Harbor and Dock Enterprise Funds respectively. The largest single block of funds, \$4,411,351, came from revenue bond proceeds. These bonds are paid with CBJ Fisheries Business Tax receipts, demonstrating commitment to reinvest revenues from the seafood industry back into infrastructure needed for the continued growth and vitality of the industry.

Beyond the variety of CBJ funding commitments, there was widespread support from varied constituencies within the community of Juneau. Voters with no direct stake in the project voted for the initial bond issue by a strong margin, recognizing its economic development importance. The fishing and processing sectors were unanimously in support, despite the fact that for at least one important processor the project could be seen as creating competition. The same was true among regional freight services, even one that had its own small loading ramp. All these stakeholders saw the importance of partnering for the general advancement of Juneau’s – and the region’s – basic infrastructure. Outlying communities also voiced strong support that helped materially in getting vital financial assistance through the Denali Commission in recognition of the regional importance of the ABLF project (see report and letter of support in Attachments 3 and 4).

<b>ABLF PROJECT FUNDING</b>
-----------------------------

**Sources and Distribution of Funds**

ABLF project funding is a combination of federal, state, and local sources as follows:

**Phase I**

CBJ Local Funds

General Obligation (GO) Bonds	3,250,000
GO Bond Interest Income	328,598
Marine Passenger Fees	1,361,500
Harbor Funds	467,514
Dock Funds	325,000
Revenue Bonds	<u>4,411,351</u>
Sub-total Local Funds	\$10,143,962

Other Funds

Denali Commission	1,000,000
State of Alaska	<u>50,778</u>

**Sub-Total Phase I** **\$11,194,741**

**Phase II**

TIGER Discretionary Grant	3,640,000
CBJ	<u>0</u>
<b>Sub-Total Phase II</b>	<b>\$3,640,000</b>

**TOTAL PROJECT** **\$14,834,741**

**Total Project Funding Allocation**

<b>Federal Funds</b>	<b>31.28%</b>
<b>State of Alaska Funds</b>	<b>.34%</b>
<b>City and Borough of Juneau Funds</b>	<b>68.38%</b>

## Phase II - Cost Breakdown

ITEM	ESTIMATE
Mobilization	\$275,135
Additional Uplands	539,730
Security Fencing and Gate	129,000
Loading Ramp Improvements	764,600
Boarding Ramp Installation	410,000
Asphalt Paving and Base Course	459,570
Painted Traffic Markings	11,000
Corrosion Protective Pile Anodes	94,300
2-Ton Crane and Float Modifications	150,000
Water Line to Float	100,000
Electrical	100,000
Sub-Total	\$3,033,335
Estimate Contingency (10%)	303,334
Design, Inspection, Administration (10%)	303,333
<b>TOTAL</b>	<b>\$3,640,002</b>
(See detailed cost estimate in Attachment 5).	

## Why TIGER Discretionary Grant Funding Is Vital

TIGER Discretionary Grant Funding is needed to complete the ABLF and bring it to full functionality. Without it the partially completed facility will operate well below its potential to generate increased economic activity and serve the communities and industries of the region. A TIGER Discretionary Grant is the only source of needed funding that the City and Borough of Juneau has been able to identify for completion of the ABLF at any time in the foreseeable future. As detailed above, the great majority of the \$11.2 million in funding for the ABLF to date (90+) has been from local sources. Local funding commitment to the project has been very strong, especially considering competing community needs for vital extensions of sewer and water infrastructure, and the general tenor of the economy. The project did receive a \$1 million grant from the Denali Commission in recognition of its regional importance. A small matching grant of \$51,000 was also received from the State of Alaska to assist with purchase of the cranes. However, Juneau is not eligible for federal Economic Development Administration (EDA) assistance despite the fact that this project has very important implications for areas with high unemployment and for distressed industries. Accordingly, TIGER Discretionary Grant Funding under the Recovery Act is crucial.

## PROJECT SCHEDULE

The ABLF Phase II project is primed to move forward immediately upon notification of a TIGER Grant award. The full project is completely permitted by federal, state and local agencies. The final design is nearly complete with only minor items to finish and assemblage of a bid package. Bidding and contract award would occur within 90 days of notice of grant award. Construction would take approximately three to four months to closeout. The entire ABLF Phase II project would be complete within seven months of grant award, demonstrating expeditious use of the federal stimulus funds.

The following table summarizes the project schedule identifying the key tasks and time to complete.

<b>Task</b>	<b>Description / Status</b>	<b>Time to Complete</b>
Permitting	Complete	0 Days
Final Design	Minor items to complete	30 Days
Bidding		30 Days
Award Contract		30 Days
Construction		90 Days
Close Out		30 Days
<b>TOTAL</b>	<b>7 Months from Award to Completion</b>	<b>210 Days or 7 Months</b>

**SUMMARY**

The Auke Bay Loading Facility – Phase II is a shovel ready project that fulfills the aims of the American Recovery and Reinvestment Act. If funded under this TIGER Discretionary Grant request it will have immediate and ongoing positive economic impacts across a broad region and numerous communities and industry sectors. The amount already invested by local government demonstrates strong partnering with Federal government sources. When completed the Auke Bay Loading Facility will have better than two-thirds local investment.

**ATTACHMENTS**

**Attachment 1 - Project Map**

**Attachment 2 - Creation of Jobs Table**

**Attachment 3 - Fisheries Committee Report & Letters of Support**

**Attachment 4 - NOAA Letter of Support**

**Attachment 5 - Detailed Cost Breakdown**

## ATTACHMENT H MILESTONE/DELIVERABLE SCHEDULE

THE FOLLOWING SCHEDULE BEGINS AT TIME OF RECEIPT OF SIGNED GRANT AGREEMENT.

<b>Task</b>	<b>Description</b>	<b>Time to Complete</b>	<b>Day</b>
Contract	Receipt of Signed Contract		0
Appropriation	Approval by CBJ Assembly	30 Days	30
Permitting	Complete	0 Days	30
Design	Final Design and Bid Package	60 Days	90
Bidding	Bid Period	30 Days	120
Contract Award	CBJ Assembly Approval - Notice to Proceed	30 Days	150
Construction	Shop Drawing Submittals - Review and Approval	30 Days	180
	Begin Additional Uplands Fill		
Procurement	Purchase and Delivery of Mobile Crane	90 Days	270
Construction	Steel Procurement and Fabrication		
	Boarding Float Fabrication		
	Concrete Plank Fabrication		
	Seasonal Shut Down Period	60 Days	330
	Install Concrete Planks	30 Days	360
	Delivery of Steel and Boarding Float Components		
	Construct Equipment Building	60 Days	420
	Install Boarding Float and Piling		

	Install Water Line to Main Float		
	Install Pile Anodes		
	Install Security Fence and Gate		
	Install Electrical and Lighting		
	Install Asphalt Paving		
	Paint Traffic Markings		
	Substantial Completion Inspection	1 Day	421
	Complete Punch List Items	30 Days	451
	Final Inspection and Acceptance	1 Day	452
Close Out	Complete Administrative Matters	30 Days	482