

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into pursuant to chapter 39.34 of the Revised Code of Washington, by and between the Port of Longview, a municipal corporation organized under the laws of the State of Washington (the Port) and Public Utility District No. 1 of Cowlitz County, Washington, a municipal corporation of the State of Washington, acting by and through its Board of Commissioners (PUD), on the date shown below.

RECITALS

1. The Port is developing a major rail expansion project within the Port's industrial rail corridor that involves expanding the original two-track system with an adjacent six-track bed in order to accommodate full-length unit trains and in turn reduce congestion, increase efficiency, and create economic opportunity (IRCE).
2. The IRCE project is funded in part by the United States Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program. As such, the IRCE project must fulfill the contracting requirements in the United States Department of Transportation's General Terms and Conditions Under the Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: MARAD Projects.
3. PUD owns, maintains, and provides electrical equipment and services within Cowlitz County.
4. As part of and to serve the IRCE project, the Port desires to acquire certain electrical equipment and services from PUD, and the Port and PUD desire to enter into this Agreement to set forth the terms related to PUD's provision of electrical equipment to the Port.
5. The IRCE project will allow the PUD to provide additional electrical services pursuant to its authority under RCW 54.16.040.

AGREEMENT

For and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Effective Date: This Agreement will be effective upon execution by both parties.
2. Purpose: The purpose of this Agreement is to set forth the terms and conditions

under which the Port will acquire the following electric facilities and infrastructure installation (collectively, the Improvements):

- a. County leachate pump electrical infrastructure installation near PUD poles 73647 and 73648;
- b. East end lighting and stormwater lift station electrical infrastructure installation near PUD poles 73647 and 73648;
- c. East end air compressor and lighting electrical infrastructure installation near PUD poles 73662 and 73663;
- d. West end lighting and transformer electrical infrastructure installation – u/g lines owned by PUD which serve parcel 03153062; and
- e. Raise, relocate, and install pole and line work conducted and owned by the PUD to serve parcels 6152701 and 614990200:
 1. One H-frame structure and lower u/g line;
 2. Two distribution poles (location south of the H-frame lines in wetland area); and
 3. Install a guy wire and anchor on an existing pole near the old landfill building

The above facilities are more particularly described in the Commercial Electrical Service Applications and other materials attached in Exhibit A (Work).

3. Planning Design/Implementation: The Port will prepare, at its cost, plans, drawings and specifications for the Work of items 2.a., b., c., and d. above to be approved by PUD. Design drawings and specifications for item 2.e. are being completed by PUD at the Port's cost.

4. Construction. The Port will be responsible for coordinating the construction of the Work for items 2.a., b., c., and d. above, including project documentation and construction according to the standards required by the RAISE grant. PUD will provide materials, labor and construction from their power source to the proposed service transformers and meters, at the Port's expense. The Port will assume service ownership from the meter and provide the materials, labor, and construct the Port's Improvements. PUD will inspect the poles, conductors, conduits, and other equipment and facilities described in the Work once complete to ensure proper operation of the electric utilities. PUD will provide material submittals and certificates of material origin for all materials supplied by PUD and incorporated into the Work. Material and documentation will be in conformance with the requirements of the RAISE grant and other federal requirements referred to in Section 14 below.

PUD will be responsible for coordinating and completing the construction of the Work for item 2.e., including project documentation and construction according to the standards required by the RAISE grant. PUD will inspect the poles, conductors, conduits, and other equipment and facilities described in the Work once complete to ensure proper operation of the electric utilities. PUD will provide material submittals and certificates of material origin for all materials supplied by PUD and incorporated into the Work. Material and documentation will be in conformance with the requirements of the RAISE grant.

5. Permits. The Port will be responsible for obtaining all required permits and approvals for the Work at its sole cost.

6. Payment: Pursuant to this Agreement, the Port will pay to PUD the following estimated sums for the Work, and actual amounts may vary but are estimated as follows:

- a. \$2,000 for the County leachate pump electrical services – east end;
- b. \$10,000 for the stormwater lift station and lighting – east end;
- c. \$19,000 for the air compressor and lighting electrical services-east end;
- d. \$28,000 for the rail lighting electrical services near Fibre Way – west end;

and

e. \$73,000 for labor and materials for the raising, relocating, and installation to complete the pole and line work.

The Port will pay all sums on or before 30 days after the Port's receipt of an invoice from PUD.

7. Budget: The payment to the PUD for the Work will not exceed \$184,985 except through an amendment to this Agreement. The Work is estimated to be completed no later than twenty-four (24) months after start of construction of the IRCE, estimated to begin in March 2025.

8. Administrators: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. Pursuant to RCW 39.34.030(4)(a), the administrators for administering this Agreement are:

Port of Longview
Kara Metzger
Contracts and Grants Administrator
10 International Way
Longview, WA 98632

360.425.3305 x 254
kmetzger@portoflongview.com

Public Utility District No. 1 of Cowlitz County
Stacie Pederson
Risk Compliance Manager
961 12th Ave, PO Box 3007
Longview, WA 98632
360.501.9554
spederson@cowlitzpud.org

9. Real and Personal Property: Any real and personal property affected by this Agreement will be owned by the Port for the duration and after termination of this Agreement, except as provided herein.

10. Duration and Termination: The term of this Agreement will expire once the IRCE project is completed and all amounts due under this Agreement are paid.

11. Indemnification: It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind. Section 11 of this Agreement will survive the termination of this Agreement.

12. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of RCW 39.34.050 do not apply to this Agreement as no State Officer or Agency has control over the subject matter of this Agreement.

13. Publication: Prior to its entry into force and pursuant to RCW 39.34.040, this Agreement will be recorded with the County Auditor or published on the respective agencies' websites.

14. RAISE Grant and other Federal Funding Requirements: The parties will be responsible for ensuring the Work complies with the requirements of the RAISE grant and any related requirements in Exhibit B. The U.S Department of Transportation General Terms and Conditions Under the Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: MARAD Projects dated July 18, 2022, on file at the Port, is fully incorporated into this Agreement by reference.

In addition, the Work described in this Agreement is required to comply with 23 U.S.C. 313, which prohibits the use of project funds unless steel, iron, and manufactured products used in the Work are produced in the United States, and The Build America Buy America ("BABA") provisions of the Infrastructure Investment and Jobs Act ("IIJA") as defined in PL 117-

58, enacted on November 15, 2021. Accordingly, PUD must require its contractors to certify that they will comply with the following BABA requirements:

a. All iron and steel used in the Work must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

b. All manufactured products used in the Work must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

c. All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The purpose of this Work is "a project for infrastructure." PUD acknowledges that iron, steel, manufactured products, and construction materials used in the Work are subject to the domestic content procurement preference in this Agreement is not a waiver of that preference. Foreign made materials will be considered a violation of this agreement and will be rejected.

Signatures on following page

PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON



Lance Larwick, Director of Engineering
Date: 9/25/2024

PORT OF LONGVIEW



Dan Stahl, Chief Executive Officer
Date: 10 Oct 24

Exhibit A
Commercial Electric Service Applications, Estimate and Other Materials Describing the Work

Industrial Rail Corridor Expansion Project
Port of Longview
PUD Improvements
 September 6, 2024



| Work to Install New Services | |
|--|-----------------|
| <i>Leachate Pond Pump Service East End</i> | \$2,000 |
| <i>Stormwater Lift Station and Lighting East End</i> | \$10,000 |
| <i>Air Compressor and Light Service East End</i> | \$19,000 |
| <i>Rail Lighting West End (near Fiber Wy)</i> | \$28,000 |
| Subtotal- New Services | \$59,000 |

| PUD Work to Raise/Relocate/Install | |
|--|------------------|
| <i>1 H-frame structure and lower u/g line</i> | \$40,000 |
| <i>2 Distribution Poles (location south of H-frame transmission lines in wetland area)</i> | \$25,000 |
| <i>Guy Wire and Anchor on Pole near Ex Landfill Building</i> | \$8,000 |
| Subtotal- Raise/Relocate/Install | \$73,000 |
| Subtotal- PreContingency | \$132,000 |
| <i>Contingency (30%)</i> | \$39,600 |
| Subtotal - Estimate of Bid | \$171,600 |

| | |
|---|------------------|
| <i>Washington State Sales Tax (7.8%)</i> | \$13,385 |
| Total Estimate of Probable Cost (2024\$) | \$184,985 |

| | |
|------------------------------------|------------------|
| Total IRCE PUD Improvements | \$184,985 |
|------------------------------------|------------------|



Cowlitz PUD
 961 12th Avenue PO Box 3007
 Longview, WA 98632
 New Services (360) 501-9546
 WA Toll Free (800) 631-1131
 newservice@cowlitzpud.org

| | |
|-----------------------------|-------|
| Cowlitz PUD Use Only | |
| Location No. | _____ |
| Customer No. | _____ |
| Account No. | _____ |
| Date Application Fee Paid | _____ |
| Date Received | _____ |
| By | _____ |

COMMERCIAL ELECTRICAL SERVICE APPLICATION

* NOTE* A non-refundable Application Fee is required and the **Commercial Electrical Service Application Requirements** on page two must be met before your application can be accepted.

Customer Information:

Name(s) PORT OF LONGVIEW, Lisa Hendriksen Home Phone No. _____
 Work Phone 360-430-1855 Message Phone _____ E-Mail Address lhendriksen@portoflongview.com
 Mailing Address 10 International Way City Longview
 State WA Zip Code 98632 Social Security Number(s) _____ / _____
 Date of Birth _____ / _____ Drivers License # _____ / _____
 Employer(s) _____ / _____
 Builder/Electrical Contractor Not yet selected Phone No. _____

I am interested in financial incentives available from the PUD for energy efficiency: lighting, ref., HVAC etc. Yes No

Site Information:

Service Address No address assigned Detailed Directions to Site: work near PUD poles 73647 & 73648
 City & Zip Code Longview, WA _____
 Subdivision Name _____
 Parcel/ Lot No(s). 61524 Nearest Cross Street between Dike Road and Industrial Way, west of SR 432

Load Information:

Service Type: Commercial/Industrial Apartment Complex Shop Other _____

Building Size _____ Sq. Ft. Type of Business _____ No. of Employees _____ Business Hrs/Wk _____

Service Entrance: Size 200 Amps Type: SC CT Switchgear Voltage 480 / 277 Phase: 1 PH 3 PH

Type of Heat: Electric Gas Propane Other: N/A

Total Electrical Load in KW:

| | <u>New</u> | <u>Existing</u> | <u>Voltage</u> | <u>Phase</u> |
|------------------|--------------|-----------------|----------------|--------------|
| Lighting | _____ KW | _____ KW | _____ | _____ |
| Outlets | _____ KW | _____ KW | _____ | _____ |
| Heating | _____ KW | _____ KW | _____ | _____ |
| Cooking | _____ KW | _____ KW | _____ | _____ |
| Water Heater | _____ KW | _____ KW | _____ | _____ |
| Air Conditioning | _____ KW | _____ KW | _____ | _____ |
| Largest Motor | <u>10</u> HP | _____ HP | <u>480</u> | <u>3</u> |
| Remaining Motors | _____ HP | _____ HP | _____ | _____ |

List other types of loads in KW: _____

Total Connected Load 12 KW **Estimated Total Demand** 15 KW

Additional Information:

Approximate Date Permanent Service Required _____

Temporary Service:

- Yes No
- Underground Overhead

Note: Temporary service will be disconnected upon connection of permanent service unless otherwise requested.

Additional remarks including temporary loads in (kw) and any future load requirements

Commercial Electrical Service Application Requirements

- A non-refundable \$100 application fee is required.
- Service Address obtained from your local governmental agency and posted at the site.
- Electrical One Line Diagram, including size, type, and number of secondary conductors.
- Electrical Load Breakdown, including voltage required, identify both single phase and three phase load requirements in terms of horsepower and/or kilowatts. Identify the largest motor and all remaining motors with their respective load requirements.
- Total Load Summary, including total connected load and estimated total demand.
- Switchgear Diagram (if applicable), including manufacturer, size (amps), and type of switchgear, CT bus bar and enclosure dimensions.
- Land Ownership Details, including a copy of your title report, recorded warranty deed, or real estate contract; a copy of your assessor's map and/or survey, or short plat, and the name and address of the person(s) authorized to sign easement documents.
- Site Plan, including all buildings, parking areas, sidewalks, other utilities, retaining walls, fences, landscaping, and the proposed transformer and metering location.

Note: Any deviation from the electrical design, once established, may result in incurring additional costs for redesign and construction may be delayed. It is the customer's responsibility to provide all the necessary PUD requirements and specifications to subcontractors.

I affirm that the above information is correct to the best of my knowledge. I have met the above Commercial Electrical Service Application Requirements.

Lisa A Hendriksen
Signature

2.8.24
Date

Signature

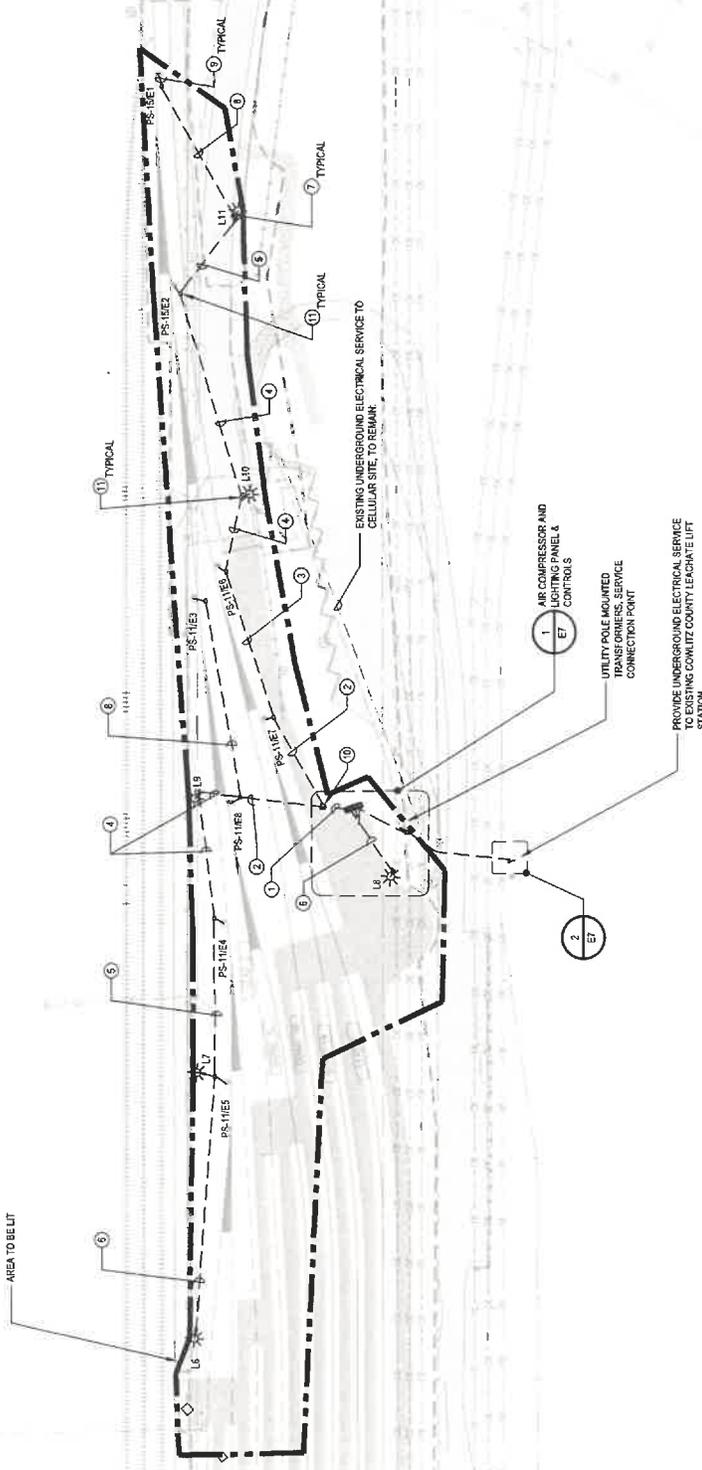
Date

GENERAL NOTES

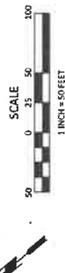
1. ALL TUBESTEEL AND FORMED STEEL CHANNEL SHALL BE HOT GALVANIZED AFTER FABRICATION UNLESS NOTED OTHERWISE.
2. ALL BOLTS, NUTS, WASHERS AND OTHER MOUNTING HARDWARE SHALL BE HOT-DIPPED GALVANIZED STEEL UNLESS NOTED OTHERWISE.
3. PAINT ALL EXPOSED METAL SURFACES AND OVER TOP OF GALVANIZED ITEMS.
4. SEE ONE-LINE DIAGRAM ON E/2 FOR WIRE COUNTS AND SIZES.

KEYED NOTES

- 1 PROVIDE FOUR (4) 2" CONDUITS; ONE WITH TWO LIGHTING CIRCUITS, ONE WITH EIGHT RAIL-SWITCH CIRCUITS, TWO SPARES.
- 2 PROVIDE FOUR (4) 2" CONDUITS; ONE WITH LIGHTING CIRCUIT, ONE WITH FOUR RAIL-SWITCH CIRCUITS, TWO SPARES.
- 3 PROVIDE FOUR (4) 2" CONDUITS; ONE WITH LIGHTING CIRCUIT, ONE WITH THREE RAIL-SWITCH CIRCUITS, TWO SPARES.
- 4 PROVIDE FOUR (4) 2" CONDUITS; ONE WITH LIGHTING CIRCUIT, ONE WITH TWO RAIL-SWITCH CIRCUITS, TWO SPARES.
- 5 PROVIDE FOUR (4) 2" CONDUITS; ONE WITH LIGHTING CIRCUIT, ONE WITH ONE RAIL-SWITCH CIRCUIT, TWO SPARES.
- 6 PROVIDE TWO (2) 1" CONDUITS; ONE WITH ONE LIGHTING CIRCUIT, ONE SPARE, BETWEEN HANDHOLE AND LIGHTPOLE.
- 7 PROVIDE TWO (2) 1" CONDUITS; ONE WITH ONE RAIL-SWITCH CIRCUIT, ONE SPARE.
- 8 PROVIDE TWO (2) 1" CONDUITS; ONE WITH ONE RAIL-SWITCH CIRCUIT, ONE SPARE, BETWEEN HANDHOLE AND RAIL-SWITCH.
- 9 PROVIDE 4"x4" HANDHOLE HS-20 RATED.
- 10 PROVIDE 2"x2"x3" HANDHOLE HS-20 RATED.



**EAST ELECTRICAL SITE PLAN
EAST YARD - RAIL AIR COMPRESSORS AND LIGHTING**
SCALE: 1" = 50'



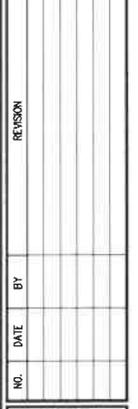
KEY PLAN
NTS



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| DRAWN: SAB | PROJECT NO: 1800047 |
| DESIGN: SAB | SCALE: AS SHOWN |
| CHECKED: DJS | DATE: AUG 14, 2023 |
| DRAWING NO. | E4 |
| SHEET NO. 137 | OF 147 |

**PORT OF LONGVIEW
INDUSTRIAL RAIL CORRIDOR EXPANSION
ELECTRICAL
AIR COMPRESSOR AND LIGHTING PLAN
EAST END**

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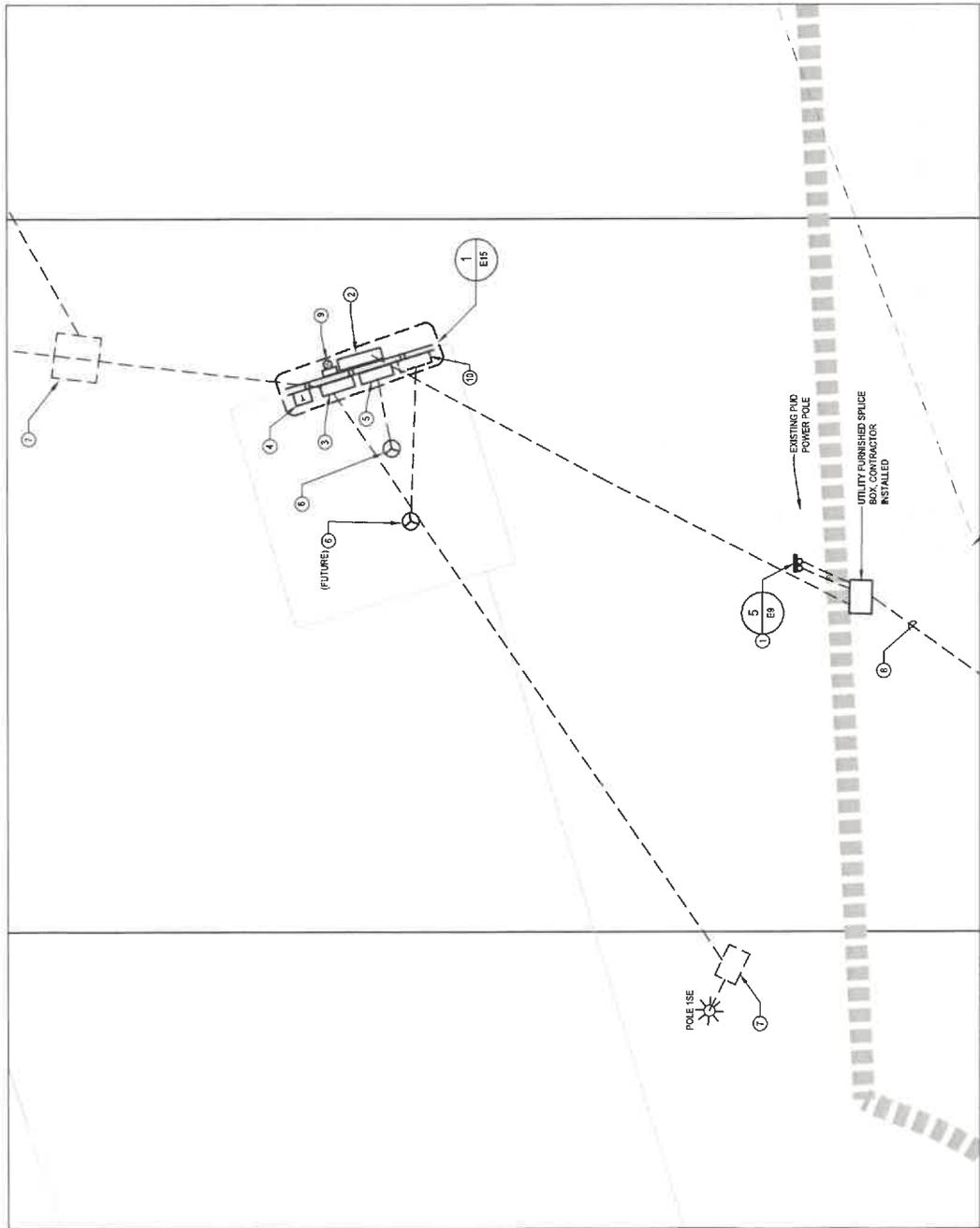


ELCON ASSOCIATES, INC.
ENGINEERS - CONSULTANTS
1001 5th Avenue, Suite 1300
Tacoma, WA 98402
www.elcon.com
253.466.0000
253.466.0001
253.466.0002

kpff
1201 5th Avenue, Suite 1300
Tacoma, WA 98402
253.466.0000
253.466.0001
253.466.0002

KEYED NOTES

- ① ELECTRICAL SERVICE DOWNRISER
- ② UTILITY CTT ENCLOSURE PER COMUTIZ PUBLIC UTILITY STANDARDS
- ③ ELECTRICAL PANEL EPP
- ④ COMBINATION PANEL AND 480 TO 120/240 VOLT TRANSFORMER (MINI POWER CENTER MPC-E)
- ⑤ AIR COMPRESSOR CONTROL PANEL
- ⑥ AIR COMPRESSOR STUB-UP CONNECTION
- ⑦ ELECTRICAL LIGHTING HANDHOLE
- ⑧ TO COUNTY LIFT STATION
- ⑨ METER SOCKET PER COMUTIZ PUBLIC UTILITY STANDARDS
- ⑩ FUTURE AIR COMPRESSOR CONTROL PANEL
- ⑪ FUSED DISCONNECT



**DETAIL SITE PLAN
SERVICE AND AIR COMPRESSORS**
SCALE: 1" = 5'

**DETAIL SITE PLAN
COUNTY LEACHATE LIFT STATION**
SCALE: 1" = 10'

KEY PLAN
NTS



kpff
1502 SW Avenue, Suite 1300
Portland, Oregon 97205
(503) 241-0000

| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
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**PORT OF LONGVIEW
INDUSTRIAL RAIL CORRIDOR EXPANSION
ELECTRICAL
AIR COMPRESSOR AND LIGHTING PLAN
EAST END**

| | |
|-----------------------|----------------------|
| DRAWN: SAB | PROJECT NO.: 1800047 |
| DESIGN: SAB | SCALE: AS SHOWN |
| CHECKED: DKS | DATE: AUG 14, 2023 |
| DRAWING NO. E7 | |
| SHEET NO. 140 | OF 147 |



Cowlitz PUD
 961 12th Avenue PO Box 3007
 Longview, WA 98632
 New Services (360) 501-9546
 WA Toll Free (800) 631-1131
 newservice@cowlitzpud.org

| | |
|-----------------------------|-------|
| Cowlitz PUD Use Only | |
| Location No. | _____ |
| Customer No. | _____ |
| Account No. | _____ |
| Date Application Fee Paid | _____ |
| Date Received | _____ |
| By | _____ |

COMMERCIAL ELECTRICAL SERVICE APPLICATION

* NOTE* A non-refundable Application Fee is required and the **Commercial Electrical Service Application Requirements** on page two must be met **before** your application can be accepted.

Customer Information:

Name(s) PORT OF LONGVIEW, Lisa Hendriksen Home Phone No. _____
 Work Phone 360-430-1855 Message Phone _____ E-Mail Address lhendriksen@portoflongview.com
 Mailing Address 10 International Way City _____
 State WA Zip Code 98632 Social Security Number(s) _____ / _____
 Date of Birth _____ / _____ Drivers License # _____ / _____
 Employer(s) _____ / _____
 Builder/Electrical Contractor Not yet selected Phone No. _____

I am interested in financial incentives available from the PUD for energy efficiency: lighting, ref., HVAC etc. Yes No

Site Information:

Service Address No address assigned Detailed Directions to Site: work near PUD poles 73647 & 73648
 City & Zip Code Longview, WA _____
 Subdivision Name _____
 Parcel/ Lot No(s). 61524 Nearest Cross Street btw Dike Road and Industrial Way, west of SR 432

Load Information:

Service Type: Commercial/Industrial Apartment Complex Shop Other _____
 Building Size _____ Sq. Ft. Type of Business _____ No. of Employees _____ Business Hrs/Wk _____
Service Entrance: Size 200 Amps Type: SC CT Switchgear Voltage 480 / 277 Phase: 1 PH 3 PH
Type of Heat: Electric Gas Propane Other: _____

Total Electrical Load in KW:

| | <u>New</u> | <u>Existing</u> | <u>Voltage</u> | <u>Phase</u> |
|------------------|--------------|-----------------|----------------|--------------|
| Lighting | _____ KW | _____ KW | _____ | _____ |
| Outlets | <u>2</u> KW | _____ KW | <u>120</u> | <u>1</u> |
| Heating | _____ KW | _____ KW | _____ | _____ |
| Cooking | _____ KW | _____ KW | _____ | _____ |
| Water Heater | _____ KW | _____ KW | _____ | _____ |
| Air Conditioning | _____ KW | _____ KW | _____ | _____ |
| Largest Motor | <u>25</u> HP | _____ HP | <u>480</u> | <u>3</u> |
| Remaining Motors | <u>28</u> HP | _____ HP | <u>480</u> | <u>3</u> |

List other types of loads in KW: _____

Total Connected Load 55 KW **Estimated Total Demand** 61.25 KW

Additional Information:

Approximate Date Permanent Service Required _____

Temporary Service:

- Yes No
- Underground Overhead

Note: Temporary service will be disconnected upon connection of permanent service unless otherwise requested.

Additional remarks including temporary loads in (kw) and any future load requirements

Commercial Electrical Service Application Requirements

- A non-refundable \$100 application fee is required.
- Service Address obtained from your local governmental agency and posted at the site.
- Electrical One Line Diagram, including size, type, and number of secondary conductors.
- Electrical Load Breakdown, including voltage required, identify both single phase and three phase load requirements in terms of horsepower and/or kilowatts. Identify the largest motor and all remaining motors with their respective load requirements.
- Total Load Summary, including total connected load and estimated total demand.
- Switchgear Diagram (if applicable), including manufacturer, size (amps), and type of switchgear, CT bus bar and enclosure dimensions.
- Land Ownership Details, including a copy of your title report, recorded warranty deed, or real estate contract; a copy of your assessor's map and/or survey, or short plat, and the name and address of the person(s) authorized to sign easement documents.
- Site Plan, including all buildings, parking areas, sidewalks, other utilities, retaining walls, fences, landscaping, and the proposed transformer and metering location.

Note: Any deviation from the electrical design, once established, may result in incurring additional costs for redesign and construction may be delayed. It is the customer's responsibility to provide all the necessary PUD requirements and specifications to subcontractors.

I affirm that the above information is correct to the best of my knowledge. I have met the above Commercial Electrical Service Application Requirements.

DAK Stry, P.E.

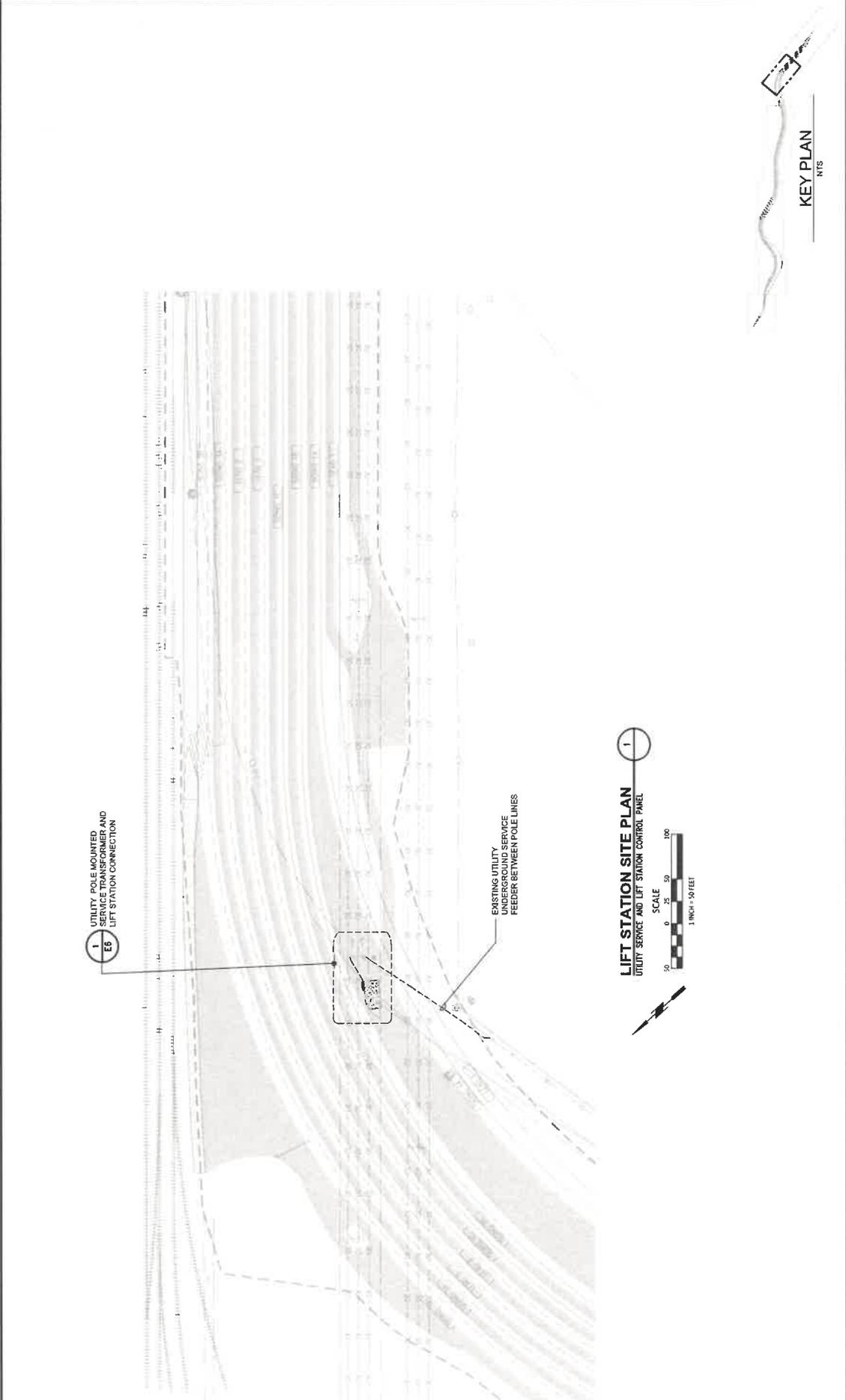
 Signature

7/5/2023

 Date

 Signature

 Date



LIFT STATION SITE PLAN
 UTILITY SERVICE AND LIFT STATION CONTROL PANEL



KEY PLAN
 NTS

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|-----------------------|----------------------|
| DRAWN: SAB | PROJECT NO.: 1800047 |
| DESIGN: SAB | SCALE: AS SHOWN |
| CHECKED: DS | DATE: DEC 16, 2022 |
| DRAWING NO. E3 | |
| SHEET NO. 136 | OF 147 |

**PORT OF LONGVIEW
 INDUSTRIAL RAIL CORRIDOR EXPANSION
 ELECTRICAL
 LIFT STATION AND LIGHTING PLAN
 EAST END**

| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
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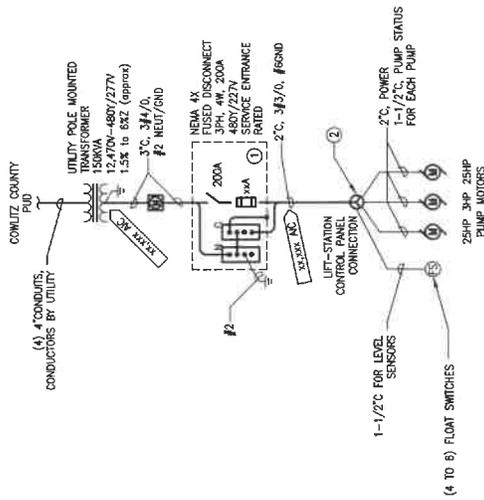


ELCON ASSOCIATES, INC.
 ENGINEERS-CONSULTANTS
 6095 SE 82nd
 SUITE 200
 PORTLAND, OR 97206

kpff
 1400 SW Avenue, Suite 1300
 PORTLAND, OR 97204
 (503) 462-0000 FAX (503) 344-0700

KEYED NOTES

- ① SIZE FUSE PER CONTROL PANEL MANUFACTURER'S RECOMMENDATIONS.
- ② PUMP CONTROL PANEL APPROXIMATE SIZE 60HX46WX18D



ONE-LINE DIAGRAM
EAST TANK - STORMWATER LIFT STATION

1

Plotfile: Jan 09, 2023 - 1:20pm
 Scale: 1/8" = 1'-0"
 Plot: 1/9/23 10:51 AM

| | |
|--------------|----------------------|
| DRAWN: SAB | PROJECT NO.: 1800047 |
| DESIGN: SAB | SCALE: AS SHOWN |
| CHECKED: DKS | DATE: DEC 16, 2022 |
| DRAWING NO. | E11 |
| SHEET NO. | 144 OF 147 |

PORT OF LONGVIEW
INDUSTRIAL RAIL CORRIDOR EXPANSION
ELECTRICAL
ONE-LINE DIAGRAM
LIFT STATION

| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
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kpff
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 Portland, Oregon 97205, OR
 (503) 241-8822 www.kpff.com
 (503) 241-8800 fax: (503) 241-6700



Cowlitz PUD
 961 12th Avenue PO Box 3007
 Longview, WA 98632
 New Services (360) 501-9546
 WA Toll Free (800) 631-1131
 newservice@cowlitzpud.org

| | |
|-----------------------------|-------|
| Cowlitz PUD Use Only | |
| Location No. | _____ |
| Customer No. | _____ |
| Account No. | _____ |
| Date Application Fee Paid | _____ |
| Date Received | _____ |
| By | _____ |

COMMERCIAL ELECTRICAL SERVICE APPLICATION

* NOTE* A non-refundable Application Fee is required and the **Commercial Electrical Service Application Requirements** on page two must be met **before** your application can be accepted.

Customer Information:

Name(s) PORT OF LONGVIEW, Lisa Hendriksen Home Phone No. _____
 Work Phone 360-430-1855 Message Phone _____ E-Mail Address lhendriksen@portoflongview.com
 Mailing Address 10 International Way City _____
 State WA Zip Code 98632 Social Security Number(s) _____ / _____
 Date of Birth _____ / _____ Drivers License # _____ / _____
 Employer(s) _____ / _____
 Builder/Electrical Contractor Not yet selected Phone No. _____

I am interested in financial incentives available from the PUD for energy efficiency: lighting, ref., HVAC etc. Yes No

Site Information:

Service Address No address assigned Detailed Directions to Site: work near PUD poles 73662 & 73663
 City & Zip Code Longview, WA _____
 Subdivision Name _____
 Parcel/ Lot No(s). 61524 Nearest Cross Street btw Dike Road and Industrial Way, west of SR 432

Load Information:

Service Type: Commercial/Industrial Apartment Complex Shop Other _____

Building Size _____ Sq. Ft. Type of Business _____ No. of Employees _____ Business Hrs/Wk _____

Service Entrance: Size 400 Amps Type: SC CT Switchgear Voltage 480 / 277 Phase: 1 PH 3 PH

Type of Heat: Electric Gas Propane Other: N/A

Total Electrical Load in KW:

| | <u>New</u> | <u>Existing</u> | <u>Voltage</u> | <u>Phase</u> |
|----------------------------------|--------------|-----------------|----------------|--------------|
| Lighting | <u>6</u> KW | _____ KW | <u>480</u> | <u>3</u> |
| Outlets | <u>2</u> KW | _____ KW | <u>120</u> | <u>1</u> |
| Heating | _____ KW | _____ KW | _____ | _____ |
| Cooking | _____ KW | _____ KW | _____ | _____ |
| Water Heater | _____ KW | _____ KW | _____ | _____ |
| Air Conditioning | _____ KW | _____ KW | _____ | _____ |
| Largest Motor | <u>50</u> HP | _____ HP | <u>480</u> | <u>3</u> |
| Remaining Motors | <u>70</u> HP | _____ HP | <u>480</u> | <u>3</u> |
| List other types of loads in KW: | <u>6 kW</u> | _____ | <u>240</u> | <u>1</u> |

Total Connected Load 134 KW **Estimated Total Demand** 146.5 KW

Additional Information:

Approximate Date Permanent Service Required _____

Temporary Service:

Yes No

Underground Overhead

Note: Temporary service will be disconnected upon connection of permanent service unless otherwise requested.

Additional remarks including temporary loads in (kw) and any future load requirements

Commercial Electrical Service Application Requirements

- A non-refundable \$100 application fee is required.
- Service Address obtained from your local governmental agency and posted at the site.
- Electrical One Line Diagram, including size, type, and number of secondary conductors.
- Electrical Load Breakdown, including voltage required, identify both single phase and three phase load requirements in terms of horsepower and/or kilowatts. Identify the largest motor and all remaining motors with their respective load requirements.
- Total Load Summary, including total connected load and estimated total demand.
- Switchgear Diagram (if applicable), including manufacturer, size (amps), and type of switchgear, CT bus bar and enclosure dimensions.
- Land Ownership Details, including a copy of your title report, recorded warranty deed, or real estate contract; a copy of your assessor's map and/or survey, or short plat, and the name and address of the person(s) authorized to sign easement documents.
- Site Plan, including all buildings, parking areas, sidewalks, other utilities, retaining walls, fences, landscaping, and the proposed transformer and metering location.

Note: Any deviation from the electrical design, once established, may result in incurring additional costs for redesign and construction may be delayed. It is the customer's responsibility to provide all the necessary PUD requirements and specifications to subcontractors.

I affirm that the above information is correct to the best of my knowledge. I have met the above Commercial Electrical Service Application Requirements.

DAK Stry, P.E.
Signature

7/5/2023
Date

Signature

Date



Cowlitz PUD
 961 12th Avenue PO Box 3007
 Longview, WA 98632
 New Services (360) 501-9546
 WA Toll Free (800) 631-1131
 newservice@cowlitzpud.org

| | |
|-----------------------------|-------|
| Cowlitz PUD Use Only | |
| Location No. | _____ |
| Customer No. | _____ |
| Account No. | _____ |
| Date Application Fee Paid | _____ |
| Date Received | _____ |
| By | _____ |

COMMERCIAL ELECTRICAL SERVICE APPLICATION

* NOTE* A non-refundable Application Fee is required and the **Commercial Electrical Service Application Requirements** on page two must be met **before** your application can be accepted.

Customer Information:

Name(s) PORT OF LONGVIEW, Lisa Hendriksen Home Phone No. _____
 Work Phone 360-430-1855 Message Phone _____ E-Mail Address lhendriksen@portoflongview.com
 Mailing Address 10 International Way City _____
 State WA Zip Code 98632 Social Security Number(s) _____ / _____
 Date of Birth _____ / _____ Drivers License # _____ / _____
 Employer(s) _____ / _____
 Builder/Electrical Contractor Not yet selected Phone No. _____

I am interested in financial incentives available from the PUD for energy efficiency: lighting, ref., HVAC etc. Yes No

Site Information:

Service Address No address assigned Detailed Directions to Site: u/g lines owned by PUD which serve
u/g lines owned by PUD which serve parcel 03153062
 City & Zip Code Longview, WA
 Subdivision Name _____
 Parcel/ Lot No(s). 03153061 Nearest Cross Street Columbia Blvd & Fibre Way

Load Information:

Service Type: Commercial/Industrial Apartment Complex Shop Other _____
 Building Size _____ Sq. Ft. Type of Business _____ No. of Employees _____ Business Hrs/Wk _____

Service Entrance: Size 100 Amps Type: SC CT Switchgear Voltage 480 / 277 Phase: 1 PH 3 PH

Type of Heat: Electric Gas Propane Other: N/A

Total Electrical Load in KW:

| | <u>New</u> | <u>Existing</u> | <u>Voltage</u> | <u>Phase</u> |
|------------------|---------------|-----------------|----------------|--------------|
| Lighting | <u>4.5</u> KW | _____ KW | <u>480</u> | <u>3</u> |
| Outlets | <u>4</u> KW | _____ KW | <u>120</u> | <u>1</u> |
| Heating | _____ KW | _____ KW | _____ | _____ |
| Cooking | _____ KW | _____ KW | _____ | _____ |
| Water Heater | _____ KW | _____ KW | _____ | _____ |
| Air Conditioning | _____ KW | _____ KW | _____ | _____ |
| Largest Motor | _____ HP | _____ HP | _____ | _____ |
| Remaining Motors | _____ HP | _____ HP | _____ | _____ |

List other types of loads in KW: _____

Total Connected Load 8.5 KW **Estimated Total Demand** 9.6 KW

Additional Information:

Approximate Date Permanent Service Required _____

Temporary Service:

- Yes No
- Underground Overhead

Note: Temporary service will be disconnected upon connection of permanent service unless otherwise requested.

Additional remarks including temporary loads in (kw) and any future load requirements

Commercial Electrical Service Application Requirements

- A non-refundable \$100 application fee is required.
- Service Address obtained from your local governmental agency and posted at the site.
- Electrical One Line Diagram, including size, type, and number of secondary conductors.
- Electrical Load Breakdown, including voltage required, identify both single phase and three phase load requirements in terms of horsepower and/or kilowatts. Identify the largest motor and all remaining motors with their respective load requirements.
- Total Load Summary, including total connected load and estimated total demand.
- Switchgear Diagram (if applicable), including manufacturer, size (amps), and type of switchgear, CT bus bar and enclosure dimensions.
- Land Ownership Details, including a copy of your title report, recorded warranty deed, or real estate contract; a copy of your assessor's map and/or survey, or short plat, and the name and address of the person(s) authorized to sign easement documents.
- Site Plan, including all buildings, parking areas, sidewalks, other utilities, retaining walls, fences, landscaping, and the proposed transformer and metering location.

Note: Any deviation from the electrical design, once established, may result in incurring additional costs for redesign and construction may be delayed. It is the customer's responsibility to provide all the necessary PUD requirements and specifications to subcontractors.

I affirm that the above information is correct to the best of my knowledge. I have met the above Commercial Electrical Service Application Requirements.

DAK Stry, P.E.
Signature

7/5/2023
Date

Signature

Date

KEYED NOTES

- ① PROVIDE DUCTBANK, CABLE BY UTILITY.
- ② PROVIDE (4) 2" CONDUITS, ONE FOR LIGHTING, ONE FOR MAIN-UNIT-SUB, TWO SPARES.
- ③ PROVIDE (2) 2" CONDUITS, ONE FOR LIGHTING, ONE SPARE.
- ④ PROVIDE (4) 2" CONDUITS, ONE FOR LIGHTING, THREE SPARES.
- ⑤ PROVIDE (2) 1" CONDUITS FROM HANDHOLE TO LIGHT, ONE FOR POWER, ONE SPARE.
- ⑥ PROVIDE HANDHOLE 2'x3'x3" WITH HS-20 RATED.

UTILITY 12.47KVOLT
DUCTBANK (4) 2"
UNDERGROUND
SERVICE FEEDER ①

UTILITY CONNECTION
TO 12.47KV

UTILITY SERVICE TRANSFORMER,
PROVIDE PANEL BOARD 'MPC-WT' AND
MINI-POWER-CENTER 'MPC-WT'
AND SUPPORTING ROCK

PROVIDE MINI-POWER-CENTER
'MPC-WZ', 10KVA LOCATED AT
LIGHT POLE

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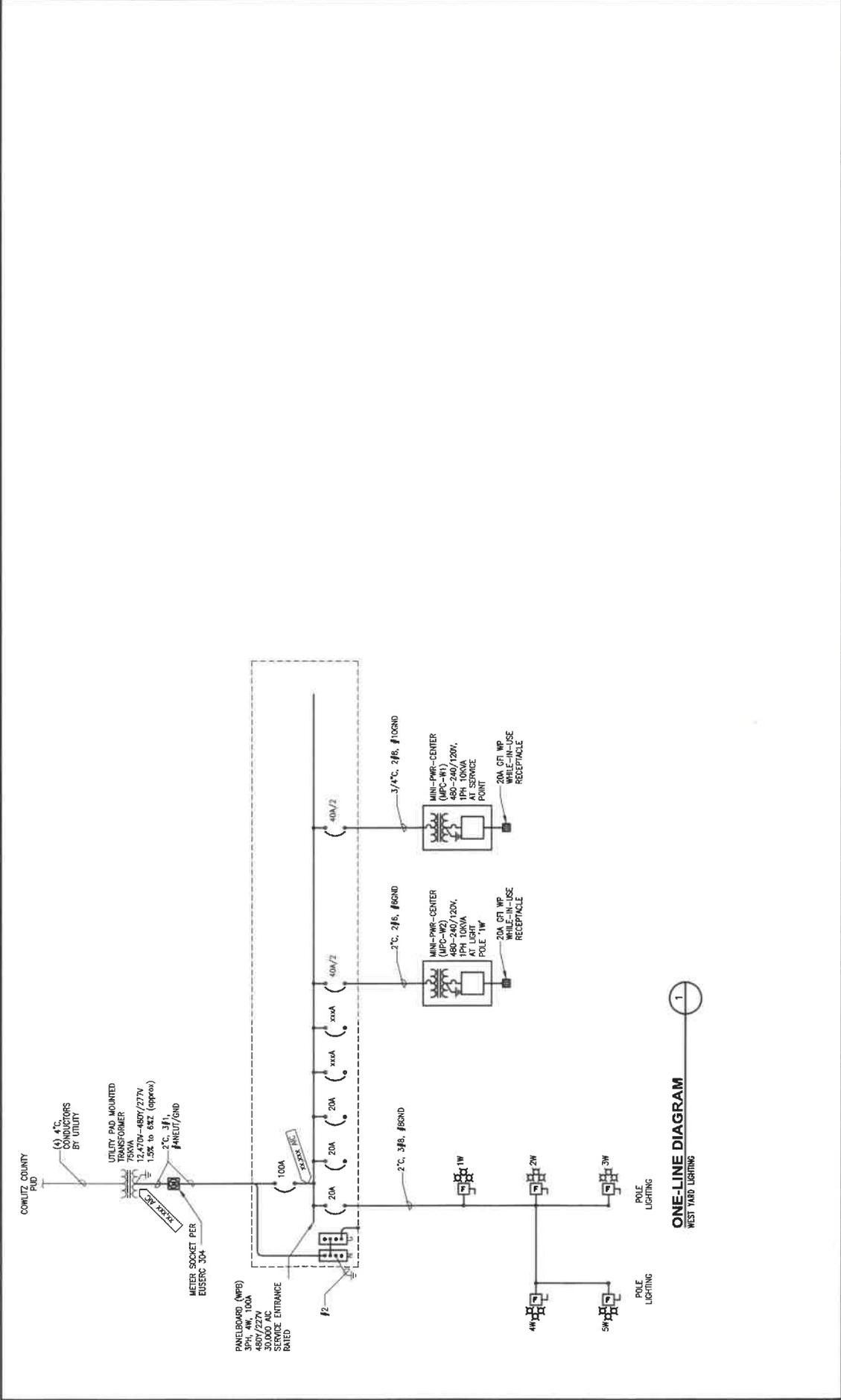
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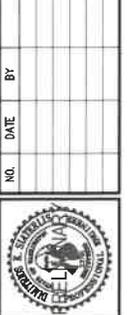
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| DRAWN: SAB | PROJECT NO.: 1800047 |
| DESIGN: SAB | SCALE: AS SHOWN |
| CHECKED: DKS | DATE: DEC 16, 2022 |
| DRAWING NO. | E10 |
| SHEET NO. 143 | OF 147 |

**PORT OF LONGVIEW
INDUSTRIAL RAIL CORRIDOR EXPANSION
ELECTRICAL
ONE-LINE DIAGRAM
WEST END**

| NO. | DATE | BY | REVISION |
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Elcon
ASSOCIATES, INC.
ENGINEERS-CONSULTANTS
2001 14th Street, Suite 200
Portland, Oregon 97201
Tel: 503.251.1234

Kpff
2001 14th Avenue, Suite 2000
Portland, Oregon 97201
Tel: 503.251.1234

Exhibit B

**US Department of Transportation General Terms and Conditions under the Fiscal Year 2021
Rebuilding American Infrastructure with Sustainability and Quity (RAISE) Grant Program:
MARAD Projects**

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2021 REBUILDING AMERICAN INFRASTRUCTURE WITH
SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM:
MARAD PROJECTS

Revision date: July 18, 2022

Table of Contents

Article 8 Purpose..... 6
 8.1 Purpose..... 6
Article 9 USDOT Role..... 6
 9.1 Division of USDOT Responsibilities..... 6
 9.2 USDOT Program Contacts..... 7
Article 10 Recipient Role..... 7
 10.1 Statements on the Project..... 7
 10.2 Statements on Authority and Capacity..... 7
 10.3 USDOT Reliance..... 8
 10.4 Project Delivery..... 8
 10.5 Rights and Powers Affecting the Project..... 8
 10.6 Notification of Changes to Key Personnel..... 9
Article 11 Award Amount, Obligation, and Time Periods..... 9
 11.1 Federal Award Amount..... 9
 11.2 Federal Obligation..... 9
 11.3 Budget Period..... 9
 11.4 Period of Performance..... 9
Article 12 Statement of Work, Schedule, and Budget Changes..... 9
 12.1 Notification Requirement..... 9
 12.2 Statement of Work Changes..... 9
 12.3 Schedule Changes..... 9
 12.4 Budget Changes..... 10
 12.5 USDOT Acceptance of Changes..... 11
Article 13 General Reporting Terms..... 11
 13.1 Report Submission..... 11
 13.2 Alternative Reporting Methods..... 11
 13.3 Paperwork Reduction Act Notice..... 11
Article 14 Progress and Financial Reporting..... 11
 14.1 Quarterly Project Progress Reports and Recertifications..... 11
 14.2 Final Progress Reports and Financial Information..... 12
Article 15 Performance Reporting..... 12
 15.1 Baseline Performance Measurement..... 12
 15.2 Post-construction Performance Measurement..... 12
 15.3 Project Outcomes Report..... 13
Article 16 Noncompliance and Remedies..... 13
 16.1 Noncompliance Determinations..... 13
 16.2 Remedies..... 14
 16.3 Other Oversight Entities..... 15
Article 17 Agreement Termination..... 15
 17.1 USDOT Termination..... 15
 17.2 Closeout Termination..... 16
 17.3 Post-Termination Adjustments..... 16
 17.4 Non-Terminating Events..... 16
 17.5 Other Remedies..... 16
Article 18 Monitoring, Financial Management, Controls, and Records..... 16

| | | |
|------------|---|----|
| 18.1 | Recipient Monitoring and Record Retention. | 16 |
| 18.2 | Financial Records and Audits. | 17 |
| 18.3 | Internal Controls..... | 17 |
| 18.4 | USDOT Record Access..... | 17 |
| Article 19 | Contracting and Subawards | 17 |
| 19.1 | Minimum Wage Rates..... | 17 |
| 19.2 | Buy America. | 17 |
| 19.3 | Small and Disadvantaged Business Requirements..... | 18 |
| 19.4 | Engineering and Design Services..... | 18 |
| 19.5 | Foreign Market Restrictions..... | 18 |
| 19.6 | Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. | 18 |
| 19.7 | Pass-through Entity Responsibilities..... | 18 |
| 19.8 | Subaward and Contract Authorization. | 18 |
| Article 20 | Costs, Payments, and Unexpended Funds | 19 |
| 20.1 | Limitation of Federal Award Amount..... | 19 |
| 20.2 | Projects Costs. | 19 |
| 20.3 | Timing of Project Costs..... | 19 |
| 20.4 | Recipient Recovery of Federal Funds. | 19 |
| 20.5 | Unexpended Federal Funds..... | 19 |
| 20.6 | Timing of Payments to the Recipient. | 19 |
| 20.7 | Payment Method. | 19 |
| 20.8 | Information Supporting Expenditures..... | 20 |
| 20.9 | Reimbursement Request Timing and Frequency. | 20 |
| Article 21 | Liquidation, Adjustments, and Funds Availability..... | 21 |
| 21.1 | Liquidation of Recipient Obligations. | 21 |
| 21.2 | Funds Cancellation. | 21 |
| Article 22 | Agreement Modifications | 21 |
| 22.1 | Bilateral Modifications..... | 21 |
| 22.2 | Unilateral Contact Modifications. | 21 |
| 22.3 | USDOT Unilateral Modifications. | 21 |
| 22.4 | Other Modifications. | 21 |
| Article 23 | Climate Change and Environmental Justice | 22 |
| 23.1 | Climate Change and Environmental Justice..... | 22 |
| Article 24 | Racial Equity and Barriers to Opportunity | 22 |
| 24.1 | Racial Equity and Barriers to Opportunity..... | 22 |
| Article 25 | Federal Financial Assistance, Administrative, and National Policy Requirements | 22 |
| 25.1 | Uniform Administrative Requirements for Federal Awards..... | 22 |
| 25.2 | Federal Law and Public Policy Requirements. | 22 |
| 25.3 | Federal Freedom of Information Act. | 22 |
| 25.4 | History of Performance. | 22 |
| 25.5 | Whistleblower Protection..... | 23 |
| 25.6 | External Award Terms and Obligations..... | 23 |
| 25.7 | Incorporated Certifications..... | 23 |
| Article 26 | Assignment | 24 |
| 26.1 | Assignment Prohibited..... | 24 |

| | |
|--|----|
| Article 27 Waiver..... | 24 |
| 27.1 Waivers..... | 24 |
| Article 28 Additional Terms and Conditions..... | 24 |
| 28.1 Effect of Urban or Rural Designation..... | 24 |
| 28.2 Disclaimer of Federal Liability..... | 24 |
| 28.3 Relocation and Real Property Acquisition..... | 24 |
| 28.4 Equipment Disposition..... | 25 |
| Article 29 Mandatory Award Information..... | 25 |
| 29.1 Information Contained in a Federal Award..... | 25 |
| Article 30 Construction and Definitions..... | 26 |
| 30.1 Attachments..... | 26 |
| 30.2 Exhibits..... | 26 |
| 30.3 Construction..... | 26 |
| 30.4 Integration..... | 26 |
| 30.5 Definitions..... | 26 |
| Article 31 Agreement Execution and Effective Date..... | 27 |
| 31.1 Counterparts..... | 27 |
| 31.2 Effective Date..... | 27 |

Index of Definitions

| | |
|--|---------------------------|
| Administering Operating Administration | 7 |
| Federal Share | 11 |
| MARAD..... | 7 |
| NOFO..... | 6 |
| OMB | 11 |
| Program Statute..... | 26 |
| Project | 26 |
| Project Closeout..... | 16 |
| RAISE Grant..... | 26 |
| Recipient | Project-Specific Recitals |
| Technical Application..... | 27 |
| USDOT | 6 |

GENERAL TERMS AND CONDITIONS

The Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) appropriated funds to the United States Department of Transportation (the “USDOT”) under the heading “National Infrastructure Investments.” The funds are available to provide Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the RAISE grant program.

The USDOT published a “Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments (i.e., the Rebuilding American Infrastructure With Sustainability and Equity (RAISE) Grant Program) Under the Consolidated Appropriations Act, 2021,” 86 Fed. Reg. 21,794 (April 23, 2021) (the “NOFO”) to solicit applications for Federal financial assistance.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2021 RAISE grant program. Articles 1–7 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through G are project-specific attachments.

ARTICLE 8 PURPOSE

- 8.1 Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:
- (1) timely completing the Project; and
 - (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by section 3.3 and Attachment B.

ARTICLE 9 USDOT ROLE

9.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RAISE grant program, the approval of this agreement, and any modifications to this agreement under section 22.1.

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

9.2 USDOT Program Contacts.

Robert Bouchard
Director, Office of Port Infrastructure Development
DOT – Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
MAR-510
W21-308
Mailstop 3
(202) 366-5076
robert.bouchard@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

**ARTICLE 10
RECIPIENT ROLE**

10.1 Statements on the Project. The Recipient states that:

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

10.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;

- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “RAISE Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 10 and in section 25.7 on behalf of the Recipient.

10.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

10.4 Project Delivery.

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

10.5 Rights and Powers Affecting the Project.

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

- 10.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in key personnel who are identified in section 5.3.

ARTICLE 11 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

- 11.1 Federal Award Amount** The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 2.2 as the RAISE Grant Amount.
- 11.2 Federal Obligation.** This agreement obligates for the budget period the amount listed in section 2.2 as the RAISE Grant Amount.
- 11.3 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.3. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.
- 11.4 Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.3. In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 12 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 12.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 12.1 is separate from any requirements under this article 12 that the Recipient request modification of this agreement.
- 12.2 Statement of Work Changes.** If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 3.1 and Attachment A.
- 12.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2;

- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 2.3; or
- (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request a modification of this agreement unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

12.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or
 - (2) the "Total Eligible Project Cost" amount decreases.
- (c) For budget changes that are not identified in section 12.4(b), the Recipient shall request a modification of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 8.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 12.4(d) or the USDOT does not accept the Recipient's proposal under section 12.4(d), then:
 - (1) in a request under section 12.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

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

In this agreement, “**Federal Share**” means the sum of the “RAISE Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 12.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

12.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 12, and in doing so may elect to consider only the interests of the RAISE grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 12 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 22.1.

ARTICLE 13 GENERAL REPORTING TERMS

13.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5.4 and all USDOT contacts who are listed in section 9.2.

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

13.3 Paperwork Reduction Act Notice. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 14 PROGRESS AND FINANCIAL REPORTING

14.1 Quarterly Project Progress Reports and Recertifications. On or before the 20th day of the first month of each calendar year quarter and until the end of the budget period, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and

Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

14.2 Final Progress Reports and Financial Information. No later than 120 days after the end of the budget period, the Recipient shall submit

- (1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 15 PERFORMANCE REPORTING

15.1 Baseline Performance Measurement. If the Capital-Planning Designation in section 2.5 is "Capital," then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment C, accurate as of the Baseline Measurement Date that is identified in Attachment C; and
- (2) on or before the Baseline Report Date that is stated in Attachment C, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 15.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment C.

15.2 Post-construction Performance Measurement. If the Capital-Planning Designation in section 2.5 is "Capital," then

- (1) for each performance measure that is identified in the Performance Measure Table in Attachment C with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in Attachment C with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the

first collection; and (iii) once during the eighth calendar quarter after the first collection; and

- (3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 15.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 15.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 15.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

15.3 Project Outcomes Report. If the Capital-Planning Designation in section 2.5 is “Capital,” then the Recipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 15.2, a Project Outcomes Report that contains:

- (1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
- (2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

ARTICLE 16 NONCOMPLIANCE AND REMEDIES

16.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

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

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 16.1(b); or
 - (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

16.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

- 16.3 Other Oversight Entities.** Nothing in this article 16 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 17 AGREEMENT TERMINATION

17.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to meet a milestone listed in section 4.1 by the deadline date listed in that section for that milestone;
 - (5) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 17.1 does not limit the USDOT’s ability to terminate this agreement as a remedy under section 16.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

17.2 Closeout Termination.

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

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

17.4 Non-Terminating Events.

- (a) The end of the budget period described under section 11.3 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 11.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 21.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

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

ARTICLE 18 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

18.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

18.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 18.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303 and 2 C.F.R. 200 subpart F and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2021 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2021” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2021” in column c (“Additional Award Identification”).

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

18.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 19 CONTRACTING AND SUBAWARDS

19.1 Minimum Wage Rates. The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

19.2 Buy America.

- (a) For the purpose of the award term at exhibit B, term B.5, the Project is “a project for infrastructure.” The Recipient acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the domestic content procurement preference in that award term and this agreement is not a waiver of that preference.

- (b) If the Recipient uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of the award term at exhibit B, term B.5, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 16 and 2 C.F.R. 200.339–200.340.
- (c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

19.3 Small and Disadvantaged Business Requirements. If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

19.4 Engineering and Design Services. The Recipient shall 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 that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

19.5 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of 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.

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

19.7 Pass-through Entity Responsibilities. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

19.8 Subaward and Contract Authorization. [Reserved]

ARTICLE 20
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 20.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 11.2. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 20.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 20.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
 - (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in Attachment E and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Attachment E is the exclusive USDOT approval of costs incurred before the date of this agreement.
- 20.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 20.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 11.1 but not expended on allocable, allowable costs remain the property of the United States.
- 20.6 Timing of Payments to the Recipient.**
- (a) Reimbursement is the payment method for the RAISE grant program.
 - (b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.
- 20.7 Payment Method.**
- (a) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” then the Recipient shall complete all applicable forms and attach supporting documents, including the SF 270, in Delphi eInvoicing System, which is on-line and paperless, to

request reimbursement. To obtain the latest version of these standard forms, visit <https://www.grants.gov/forms/post-award-reporting-forms.html/>. The Recipient shall review the training on using Delphi eInvoicing System before submitting a request for reimbursement. To guide the Recipient when reviewing this training, the USDOT provides the following additional information, which may change after execution of this agreement:

- (1) The Recipient may access the training from the USDOT “Delphi eInvoicing System” webpage at <https://einvoice.esc.gov>. The training is linked under the heading “Grantee Training.” The Recipient should click on “Grantee Training” to access the training.
 - (2) A username and password are not required to access the on-line training. It is currently available, will be accessible 24/7, and will take approximately 10 minutes to review.
 - (3) Once the above referenced training has been reviewed, Recipients must request and complete the External User Access Request form. Recipients can request the External User Access Request form by sending an email to a Grants/Contracting Officer who is identified in sections 5.4 or 9.2. A request to establish access will be sent once the External User Access Request form is received.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 20.7.

20.8 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit and attach the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

20.9 Reimbursement Request Timing and Frequency.

- (a) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” the Recipient shall request reimbursement of a cost incurred as soon as practicable after incurring that cost. If the Recipient requests reimbursement for a cost more than 180 days after that cost was incurred, the USDOT may deny the request for being untimely.
- (b) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 21
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

21.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 21.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

21.2 Funds Cancellation. Outstanding FY 2021 RAISE Grant balances are canceled by statute after September 30, 2029, and are then unavailable for any purpose, including adjustments.

ARTICLE 22
AGREEMENT MODIFICATIONS

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

22.2 Unilateral Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 5.2 by written notice to all of the USDOT contacts who are listed in sections 5.4 and 9.2.
- (b) The USDOT may update the contacts who are listed in sections 5.4 and 9.2 by written notice to all of the Recipient contacts who are listed in section 5.2.

22.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 22.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

22.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 22.1, 22.2, or 22.3. If an amendment, modification, or supplement is not permitted under section 22.1, not permitted under section 22.2, and not permitted under section 22.3, it is void.

ARTICLE 23
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 23.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment F documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 24
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 24.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment G documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 25
**FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

- 25.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 25.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 25.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
 - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 25.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

25.5 Whistleblower Protection.

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

25.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 30, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

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

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

**ARTICLE 26
ASSIGNMENT**

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

**ARTICLE 27
WAIVER**

27.1 Waivers.

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

**ARTICLE 28
ADDITIONAL TERMS AND CONDITIONS**

- 28.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, at section 2.4 this agreement designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 28.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 28.3 Relocation and Real Property Acquisition.**
- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

28.4 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:
 - (1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - (2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 28.4 for all tiers of subawards under this award.

ARTICLE 29 MANDATORY AWARD INFORMATION

29.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 31.2;
- (2) the “Assistance Listings Number” is 20.933 and the “Assistance Listings Title” is “National Infrastructure Investments”; and
- (3) this award is not for research and development.

**ARTICLE 30
CONSTRUCTION AND DEFINITIONS**

30.1 Attachments. This agreement includes the following attachments as integral parts:

| | |
|--------------|--|
| Attachment A | Statement of Work |
| Attachment B | Estimated Project Budget |
| Attachment C | Performance Measurement Information |
| Attachment D | Changes from Application |
| Attachment E | Approved Pre-Award Costs |
| Attachment F | Climate Change and Environmental Justice Impacts |
| Attachment G | Racial Equity and Barriers to Opportunity |

30.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to MARAD Grant Agreements Under the Fiscal Year 2021 RAISE Grant Program,” dated July 18, 2022, and available at <http://go.usa.gov/xSWp2>, are part of this agreement.

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

30.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–31, then the provision in articles 1–31 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

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

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

“**Program Statute**” means the statutory text under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–E.

“**RAISE Grant**” means an award of funds that were made available under the NOFO.

“Technical Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

**ARTICLE 31
AGREEMENT EXECUTION AND EFFECTIVE DATE**

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