



GOVERNMENT OF PUERTO RICO  
PORTS AUTHORITY

---

**REQUEST FOR QUALIFICATIONS**

**Architectural-Engineering / Project Management for  
Puerto Nuevo Wharf Reconstruction Project  
Port of San Juan, Puerto Rico**

**July 2024**



GOVERNMENT OF PUERTO RICO  
PORTS AUTHORITY

## **REQUEST FOR QUALIFICATIONS**

### **Architectural-Engineering / Project Management for Puerto Nuevo Wharf Reconstruction Project Port of San Juan, Puerto Rico**

The Puerto Rico Ports Authority (PRPA) invites Architecture and Engineering (A&E) firms, with expertise in maritime ports facilities, to submit Statements of Qualifications (SOQ) to provide architectural, engineering, design, bid support, project management and construction support services for the Puerto Nuevo Wharf Reconstruction project.

A&E firms interested in providing the requested services shall submit their SOQ and experience (along with references) in accordance with the instructions included on this Request for Qualifications (RFQ) no later than **August 23, 2024, at 3:00 PM.**

The complete RFQ documents can be obtained at <http://www.prpa.pr.gov/AVISOS>.

The resulting service contract is subject, but not limited, to the following federal provisions:

- Title VI of the Civil Rights Act of 1964
- DOT Regulation 2 CFR Part 200 (i) - Access to Records
- DOT Regulation 49 CFR Part 20 - Lobbying and Influencing Federal Employees
- DOT Regulation 49 CFR Part 26 -Disadvantage Business Enterprises Participation
- DOT Regulation 2 CFR Part 180– Government-wide Debarment and Suspension
- DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause

Cordially,

Joel A. Piza Batiz, Esq.  
Executive Director

**RFQ - REGISTRATION FORM**  
**Architectural-Engineering / Project Management for**  
**Puerto Nuevo Wharf Reconstruction Project**  
**Port of San Juan, Puerto Rico**

Firms participating in the above-referenced RFQ must complete the following Proponent Registration Form and remit the document by email to [rpedraza@prpa.pr.gov](mailto:rpedraza@prpa.pr.gov) and [rrivera@prpa.pr.gov](mailto:rrivera@prpa.pr.gov), on or before July 31, 2024.

Company Name: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

\_\_\_\_\_

Main Office Phone Number: \_\_\_\_\_

RFQ Contact Name: \_\_\_\_\_

RFQ Contact Email: \_\_\_\_\_

Regional/Local Office Address: \_\_\_\_\_

\_\_\_\_\_

RFP Contact Mobile Phone  
Number: \_\_\_\_\_

Regional/Local Office Phone  
Number: \_\_\_\_\_

Any change to the information above must be sent to the Puerto Rico Ports Authority as soon as it becomes official.

By registering to this RFQ, the participant agrees to be bound by all the terms and conditions of this process.

Additional questions and concerns regarding this RFQ shall be addressed to the following email address: [rpedraza@prpa.pr.gov](mailto:rpedraza@prpa.pr.gov) and [rrivera@prpa.pr.gov](mailto:rrivera@prpa.pr.gov)

## Table of Contents

<b>A. Scope of Services.....</b>	<b>4</b>
<b>B. Instructions.....</b>	<b>8</b>
<b>C. Submittal Content.....</b>	<b>9</b>
<b>D. Evaluation.....</b>	<b>11</b>
<b>E. General Conditions.....</b>	<b>12</b>
<b>F. Protest Procedure .....</b>	<b>13</b>
<b>G. Maritime Administration (MARAD) General Terms and Conditions.....</b>	<b>14</b>
<b>H. Forms Provided.....</b>	<b>15</b>

### **Exhibits:**

1. DOT Grant Application Narratives (**Exhibit 1**)
2. Maritime Administration (MARAD) General Terms and Conditions (**Exhibit 2**)
3. Project Layout (**Exhibit 3**)
4. Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (**Exhibit 4**)
5. Certification for Disadvantage Business Enterprise (DBE) Annual State Goal (**Exhibit 5**)
6. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (**Exhibit 6**)

## **A. Scope of Services**

The purpose of this Request for Qualifications (RFQ) is to request Statements of Qualifications (SOQ) from qualified firms in architecture and engineering consulting services with expertise in maritime ports facility (the Consultant).

The Puerto Rico Ports Authority (PRPA) was awarded funding from the United States Department of Transportation (DOT) to rebuild sections C and D of Puerto Nuevo Wharf. At present time, other sections of Puerto Nuevo Wharf, N and O, are under evaluation of DOT competitive discretionary funding programs which, for the purpose of this procurement, shall also be considered.

The tasks for this RFQ to achieve the orderly reconstruction of Puerto Nuevo Wharf have been summarized as follows:

1. Develop plans, specifications and cost estimate documents up to a 30% completion stage for the Project.
2. Provide bid support to PRPA and assist in the Request for Information (RFI) process during bid process.
3. Provide support during the design-build contractor procurement process.
4. Consulting, project management and oversight services during construction.

### **A.1. Architectural-Engineering Preliminary Design**

Develop plans, specifications and cost estimate documents up to a 30% completion stage for the Project. The 30% completion stage design documents will be used in the procurement of a Design-Build Request for Proposal (RFP) for each project component (as described below) to implement the project. The Consultant will also develop design criteria guidelines for the remaining 70% design, implementation and operation.

### **A.2. Design-Build Contractor Procurement**

During the Design-Build Contractor procurement process, the Consultant shall aid the PRPA, answering bidder's RFI's, prepare addenda, tabulating the bid items, cost analysis, analyzing bid results and providing recommendations for the award of the bid process and eventual contracting.

The Consultant shall prepare drawings and other necessary presentation materials for PRPA's general reference and for use at bidding meetings and other activities throughout the course of the RFP process.

### **A.3. Consulting and Project Management Services**

This phase of the work will include assisting the PRPA during the completion of design (70%) through final construction documents (100%). Also assisting through the construction until the closeout of each project component. The Consultant may be called upon to provide a Project Management team (PM Team) to serve as PRPA's Representative through a portion of, or full construction of the Project.

#### **A.3.1. Construction Phase**

During the construction phase, the Consultant shall provide full time personnel at the field, for each project phase, to conduct all activities required for the construction contract administration including (but not limited to): administrative support, ensuring compliance with the design and specifications, enforcement of federal and state regulations and quality assurance in accordance with the design and Puerto Rico's local regulations.

The Consultant will administer the construction contract through its designated officials and shall oversee the progress and quality of the work. More specifically, the Consultant will designate a group of officials for the following tasks:

- Project Management in Construction Phase - Provide recommendations for managing critical elements of the work throughout the construction phase. In coordination with PRPA's project team, assist in the development of a construction plan that addresses issues relating to how the construction will be managed. The Construction Phase plan should contemplate environmental compliance and the corresponding permit requirements.
- Attend periodic design and construction meetings under the Design-Build Contract. - The Consultant will participate in meetings with PRPA officials, contractors, consultants, and stakeholders, as required. Project progress meetings shall include a review of project schedule and project procedures.
- Review and validate submittals - The Consultant will review and validate project documentation, including submittals, samples, and other pertinent information.
- Conduct field visits during construction and at critical milestones - The Consultant shall ensure that the work is performed in compliance with the contract documents.
- Respond to Request for Information relative to the Project - Formalize and secure the PRPA approval of procedures and to process Design-Builder requests for information (RFI's), including guidelines for timely and necessary action by all involved parties. Ensure that all involved parties understand and agree to

their respective roles, responsibilities, and timeliness requirements. Maintain a log of all Design-Builder requests for information (RFI's), and to manage the process of resolving RFI's and documenting resolution. Review each RFI for validity and adequate specificity and refer questionable RFI's back to the Design-Builder for further consideration. Forward valid and specific RFI's to the Design-Builder for response. Follow up with the Design-Builder to ensure timely responses.

- Coordinate required testing under the scope of work and generate the Punch List - The Consultant shall certify that the work or each designated portion thereof is substantially complete, conduct final inspection, and prepare a punch list documenting remaining work. Follow-up inspections to administer the resolution of punch list items, involving the Design-Builder and other stakeholders, as appropriate.
- The Consultant will evaluate work in progress and will validate for the PRPA the recommendations by the Design-Builder for changes in the work based in the basis of field conditions, improved quality, cost savings, or time savings.
- Review and validate milestones and/or monthly contractor payments.
- The Consultant will develop and implement a procedure for the review and processing of contractor payment applications. The Consultant will evaluate the contractor's schedule of values to ensure accurate and appropriate payments to contractors and subcontractors.

### **A.3.2. Project Closeout Phase**

- The Project Closeout Phase must ensure construction quality and that the Designated Inspector acceptance.
- Review all closeout documents and confirm submissions are complete per Contract Documents and as per specifications produced by the Design-Builder. Transmit to the PRPA's Representative all documentation regarding the operation and recommended maintenance programs relating to the various elements of the Project. The Consultant shall compile, organize and deliver all final record documents, including as-built drawings.
- Review and Assignment of Warranties (as applicable) - Obtain and transmit to the PRPA's representative all warranties documentation of special products, systems, equipment or materials in digital format. Review warranties to confirm they follow the requirements of the contracts.
- Construction Contract Closeout - Resolve all remaining punch list items, establishing a final breakdown of the total construction contract amount for each project component.

## **B. INSTRUCTIONS**

Firms interested in providing the requested services shall submit a statement of qualifications (SOQ), in PDF format, to [rpedraza@prpa.pr.gov](mailto:rpedraza@prpa.pr.gov) and [rivera@prpa.pr.gov](mailto:rivera@prpa.pr.gov) no later than **August 23, 2024, at 3:00PM**:

Additional questions regarding this RFQ shall be addressed to [rpedraza@prpa.pr.gov](mailto:rpedraza@prpa.pr.gov) and [rivera@prpa.pr.gov](mailto:rivera@prpa.pr.gov).

Cover letter shall be addressed to:

Joel A. Pizá Batiz, Esq.  
Executive Director  
Puerto Rico Ports Authority

To the attention of:

Romel Pedraza Claudio, P.E.  
Deputy Executive Director, Acting

If hard copies are also going to be included, they must be delivered by mail to the following address:

Puerto Rico Ports Authority  
Sección de Archivo y Correo  
PO Box 362829  
San Juan, P.R. 00936-2829

Statements of Qualifications (SOQ) delivered after the specified deadline or delivered with inaccurate information will be rejected/disqualified. Late SOQs will be returned to the submitting firm unopened with the remark.



## C. SUBMITTAL CONTENT

The following information shall be included in the Statement of Qualifications submitted:

1. **Introductory Letter** - Introductory Letter, signed by an authorized representative, of no more than two (2) pages, containing the following office information:
  - a. Project Title: **Architectural-Engineering / Project Management for Puerto Nuevo Wharf Reconstruction Project Port of San Juan, Puerto Rico**
  - b. Firm's name
  - c. Contact person: email, mailing and physical address of main/regional office, mobile and office phone numbers.
  - d. Brief overall project approach and executive firm presentation.
2. **Firm's experience on similar projects** - Provide a list of at least three (3) projects that demonstrate the firm's and staff experience on port infrastructure design projects, similar environmental studies and construction activities performed within the last five (5) years. For each project, the list must include project name, a very brief scope of work and a reference contact person with email address or phone number. Limit responses to a maximum of three (3) pages.
3. **Firm's capabilities for project's execution** - Provide a brief description of the firm office(s) that will lead the project. Indicate the personnel who would serve as the project leader and specialist: specific experience for each person on relevant projects and if they are available to work during the period needed, or their current workload. Indicate if the firm has a local office and the number of personnel; also indicate how the firm management will substantially undertake the work production and the different tasks as construction consultant. Limit responses to a maximum of five (5) pages.
4. **Personnel qualifications** - Provide qualifications of personnel who will serve directly in key positions for projects, including licenses, certifications, resumes and professional associations. Limit responses to a maximum of five (5) pages.
5. **Puerto Rico Government Documentation:**
  - a. Copy of Certificate of Puerto Rico General Services Administration (ASG) *Registro Único de Proveedores de Servicios Profesionales* (RUP).
  - b. Copy of Certificate of Authorization to Do Business in Puerto Rico, from the Puerto Rico State Department, in case of Foreign Corporations.
  - c. Copy of Certificate of Registration, from the Puerto Rico State Department, in case of Corporations.
6. **Federal Government Documentation:**
  - a. Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (Form included).

- b. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements. (Form included)
- c. Certification for Disadvantage Business Enterprise (DBE) Annual State Goal (Form included)
- d. Certification for No Conflict of Interest (Form included).

**Failure to comply with any of the requirements herein contained may result in the disqualification of the A&E firm.**

## D. EVALUATION

### **Statement of Qualification**

Each statement of qualification will be examined by the Selection Committee for compliance with the requirements stated in this RFQ.

From the experience and qualification data obtained from consultants, the Selection Committee will prepare a pre-selection short list of the best qualified consultants. Utilizing the Qualifications Evaluation Sheet, included below, the Selection Committee will establish an order of qualification of the short-listed firms.

The Firms will be evaluated on the basis to perform successfully all services described. The evaluation consists of the: professional qualifications, expertise, the capacity to deploy the necessary resources, and undertake the projects among other criteria.

For the purpose of development this SOQ, firms may not enter on any efforts to obtain information from the PRPA, such as: preliminary studies, and/or other internal information. SOQ shall be specific to the requirements stated in Section B-C. Site visits, and technical data may be shared with the Firms during the negotiation phase.

<b>Rating Criteria</b>	<b>Maximum Score</b>	<b>Result</b>
Past Experience Record	25	
Project Approach	15	
Firm Organization	15	
Capability	25	
Personnel Qualifications	20	
<b>Total Result</b>	<b>100</b>	

After evaluation of the SOQs, PRPA may issue an RFP to fully define the scope of work and services to be provided or may initiate cost proposal negotiations with the first-ranked firm.

In the event the Committee cannot negotiate a satisfactory contract fee with the first-ranked Firm, negotiations will be terminated with that Firm and will then begin negotiations with the next second-ranked Firm and subsequently until reach a reasonable fee.

This process will continue until satisfactory contractual arrangements with a Firm have been reached.

Immediately after the selection, the Firms shall be notified of the final selection results through written notifications.

## **E. GENERAL CONDITIONS**

1. The PRPA reserves the right to initiate additional procurement action for any of the services described in this RFQ.
2. Communications with PRPA's regarding any matter related to the contents of this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the firm's proposal.
3. A Firm responding to this RFQ understands and agrees that, in the event that a Firm is selected, the firm must maintain the following insurance coverage policies which include, but are not limited to:
  - a. Workmen's compensation insurance required for this type of work, covering the construction time period ("Fondo del Seguro del Estado").
  - b. Public Liability Insurance (\$1,000,000) and a hold harmless agreement in favor of the PRPA.
    - i. General Liability
    - ii. Automobile Liability
  - c. Professional Liability Insurance with minimal coverage in the amount of one million dollars (\$1,000,000).
4. Firms understand that issuance of this RFQ does not constitute a commitment by PRPA to award a contract. PRPA reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted and/or cancel this solicitation and reissue this RFQ or another version of it, including, but not limited to, if it deems that doing so is in the best interests of the Government of Puerto Rico.
5. Any Firm responding to this RFQ understands and agrees that, in the event that the Firm is selected, is subject to Act No. 84 of June 18, 2002. It establishes a code of conduct that regulates the ethical conduct of the (as) contractors and suppliers of goods or services with the Executive of the Commonwealth of Puerto Rico and applicant economic incentive agencies.
6. A Firm responding to this RFQ understands and agrees that, in the event that the Firm is selected, the firm is subject to DOT Federal Contract Provisions.
7. The PRPA is not responsible for any costs, or expenses incurred in the preparation of this SOQ.
8. The PRPA reserves the right to make investigations when perceived any conflicts of interest of any firms submitting proposals in response to this RFQ. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a SOQ.
9. Responses to this RFQ are public records available for inspection by the public upon issuance of the PRPA's Notice of Intended Selection.
10. Any change in interpretation or correction will be issued as an Addendum by the PRPA. Only a written change in interpretation or correction by Addendum shall be binding. Firms shall NOT rely upon any verbal interpretation or correction given by any other method.

## **F. PROTEST PROCEDURE**

In accordance with Article XIX of the Regulation and the Puerto Rico Uniform Administrative Procedure Act, Act No. 38-2017, 3 LPRA § 9659, as amended, any Proponent adversely affected by a decision made by the Authority in connection with the selection and award procedures provided in this RFQ may submit a request for reconsideration ("Protest") before the Bids Appeals Board no later than ten (10) days of the date in which the notice of the selection of a preferred proponent is sent via the U.S. Postal Service.

A Protest must be in writing, shall be submitted with three (3) copies, and contain the following:

1. The procurement title and/or number under which the Protest is made.
2. Name and address of the allegedly aggrieved party.
3. A detailed description of the specific grounds for the Protest, including a brief and concise statement of the errors and all supporting documentation.
4. A discussion of the errors stated, including the applicable provisions of law and jurisprudence.
5. The specific ruling or relief requested.
6. A protest bond that shall serve as security for any damages that the protest may cause to the Authority, and which shall consist of fifteen percent (15%) of the Proposal amount, which shall not be reimbursable. The bond shall be posted in cash, certified check, money order or a bond issued by a company approved by the Office of the Commissioner of Insurance of Puerto Rico.

The Protest shall be addressed to:

Bid Appeals Board  
PO Box 362829  
San Juan, P.R. 00936-2829

A copy of the Protest shall be sent to the President of the Bids Board and to all Proponents participating in the RFQ. The Protest must include a certification that the Bids Board and Proponents that participated in the RFQ were notified by certified mail with return receipt, within the term established to submit the motion for reconsideration.

A request for reconsideration or any other petition for review that fails to comply with Applicable Law may be dismissed or denied without further consideration.

If the Bid Appeals Board does not resolve, address or otherwise resolve the Protest, the term to seek judicial review shall begin to lapse after thirty (30) days of the filing thereof. Details of the Protest process shall be included in the notification regarding the awarding of the RFQ.

**Judicial Review:** Any party adversely affected by a final decision or order by the Bid Appeals Board may seek judicial review before the Puerto Rico Court of Appeals within twenty (20) days from the date in which a copy of the notice of the final decision or order of the Bid Appeals Board is filed. The mere filing of an appeal for judicial review shall not have the effect of paralyzing or staying the award of the contested RFQ.

**G. MARITIME ADMINISTRATION (MARAD) GENERAL TERMS AND CONDITIONS**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SEE EXHIBIT 2]

## **H. FORMS PROVIDED**

- Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (**Exhibit 4**)
- Certification for Disadvantage Business Enterprise (DBE) Annual Goal (**Exhibit 5**)
- Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements (**Exhibit 6**)

# **Exhibit 1**



# **DOT Grant Application Narratives**

# Wharf C

## 1. Project Description

### 1.1 Introduction

Puerto Rico, or “rich port,” was literally named for the many small rivers throughout the island that were filled with gold and the wealth that could be had by accessing the island. The Bahia de San Juan, or San Juan Bay, is considered one of the biggest and best natural harbors in the Caribbean due to its natural shape and strategic location. One can imagine gold exporters in the early 1500s docking their ships in the bay, dreaming of the fortune to be made by venturing onto the island, wading through the gold-filled rivers, and shipping their precious metal to all corners of the world. A rich port, indeed, but a port inherently exposed to the hazards of hurricanes and earthquakes, which climaxed with devastation from Hurricane Maria in 2017. As the Puerto Rico Ports Authority will demonstrate through this RAISE grant application, rebuilding a critical piece of the port and beginning to reclaim the island’s namesake are goals that PRPA and many affected stakeholders believe can be achieved through RAISE grant funding of the Wharf C Reconstruction and Resiliency Enhancement Project.

The bay’s rich history of commerce endured throughout the centuries as it became an important location along the Mona Passage, the straight that separates the islands of Hispaniola and Puerto Rico and serves as a key shipping route between the Panama Canal and the Atlantic Ocean.

The Port of San Juan is a seaport facility in the metropolitan area of San Juan, Puerto Rico. The Port of San Juan is the general name used to call various passenger and cargo facilities in lands around the San Juan Bay. The port’s facilities, in addition to Isla Grande Airport, and the Cataño Ferry services, are property of the Puerto Rico Ports Authority (PRPA). The bay and its docks are south of Old San Juan and San Juan Island. The Puerto Rico Convention Center District and Isla Grande Airport (a local airport servicing small airlines and private aircrafts) are located east of the main channel.



*Figure 1. The Puerto Rico Ports Authority owns the Port of San Juan, situated in the San Juan Bay, as well as Isla Grande Airport and the Cataño Ferry services.*

### **Shipping Essential Goods**

The Port of San Juan plays an essential role in supplying food, fuel, and manufactured goods to the people of Puerto Rico. According to the American Society of Civil Engineers, 80% of food and fuel supplying 98% of the island's electricity come from outside sources, whether imported or shipped from the continental United States.<sup>1</sup> Much of those and other important commodities pass through the Port of San Juan. As seen in Figure 2, the port received 2.98 million tons of petroleum, 2.62 million tons of food, and 2.04 million tons of manufactured products in 2019.<sup>2</sup>

---

<sup>1</sup> American Society of Civil Engineers 2019. [InfrastructureReportCard.org/Puerto Rico](https://www.infrastructurereportcard.org/Puerto-Rico)

<sup>2</sup> U.S. Army Corps of Engineers Waterborne Commerce Statistics Center, Port and Waterways Region 2.

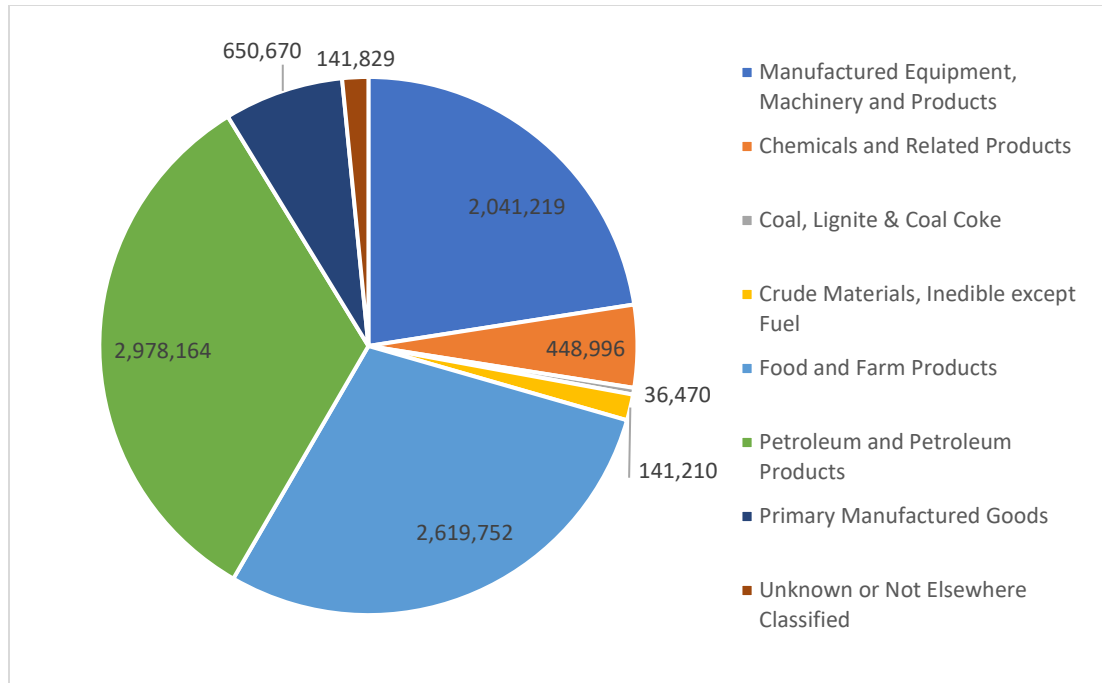


Figure 2. Inbound Cargo at the Port of San Juan by Commodity Type, 2019 (tons). Source: U.S. Army Corps of Engineers Waterborne Commerce Statistics Center, Port and Waterways Region 2.

In context, the Port of San Juan is responsible for processing most of the cargo entering or leaving the island. Data from the U.S. Army Corps of Engineers show that the Port of San Juan handles 89% of waterborne commerce by weight, with the Port of Ponce processing 10% and all other ports 1%.<sup>3</sup>

The port is the main port of entry for domestic and imported goods and commodities to be used and/or consumed by the 3.1 million (Census 2020) U.S. Citizens in the Commonwealth of Puerto Rico as well as for the export of goods manufactured in Puerto Rico.

According to the U.S. Department of Commerce International Trade Administration:

- In 2018, the San Juan metropolitan area was the 22nd largest export market in the United States, with merchandise shipments totaling \$17.1 billion.
- The San Juan metropolitan area accounted for 86 percent of Puerto Rico's merchandise exports in 2010.
- San Juan ranked among the major metropolitan area exporters of Chemicals in 2021 (\$953 million), Miscellaneous Manufactured Commodities (\$85 million), and Beverages and Tobacco Products (\$7 million as of April 2022).
- San Juan also ranked among the major metropolitan area exporters to the Netherlands (\$318 million), Italy (\$102 million), Japan (\$103 million),

<sup>3</sup> Ibid

Belgium (\$93 million), Germany (\$69 million) and the Dominican Republic (\$25 million).

As a critical piece of Puerto Rico's supply chain, the Puerto Nuevo docks in San Juan Bay serve as a linkage between the people of Puerto Rico and the global economy. In 2017, the Puerto Nuevo docks were decimated by Hurricane Maria, straining Puerto Rico's ability to import and export goods through the port. Due to the extensive damage, the United States Department of Transportation's Maritime Administration (MARAD) under mission assignment from the Federal Emergency Management Agency (FEMA) commissioned and conducted structural assessments and environmental analysis of Puerto Nuevo Docks A through O, which were identified as critical infrastructure necessary to maintain commerce and support the economy of Puerto Rico. In 2018, this study, titled *Above and Below Water Routine and Structural Inspection and Assessment, Puerto Nuevo Docks A through O*, was published. The study found that Wharves A, B and C were in Serious condition and it was recommended that these wharves be replaced with fully new construction or, if new construction could not be completed, the study authors recommended repairs to the wharves be carried out with a "high priority and strong urgency."<sup>4</sup>

Wharves A and B were replaced in accordance with the recommendation from the MARAD report. **Wharf C remains in Serious condition.** Wharf C received a Serious rating as a result of large spalls and delamination on the underside of the deck along with isolated areas of severely damaged piles and recommends reducing load capacity by 70 percent. According to the report, the "observed damage reduces the load-bearing capacity of the structure for locations with missing or broken bearing piles and significant spalls" and the report recommended "the areas with broken bearing piles should be restricted for use by operational vehicles or for storing heavy cargo."<sup>5</sup> Additionally, the report stated "the capacity for vessel mooring and berthing is reduced due to the condition of the mooring fittings and fender panels." The above observations and recommendations are consistent with the limitations being experienced by the operator currently leasing this area of the port with the Puerto Rico Port Authority (PRPA), Luis A. Ayala Colón Sucrs., Inc..

---

<sup>4</sup> "Above and Below Water Routine and Structural Inspection and Assessment, Puerto Nuevo Docks A Through O." U.S. Department of Transportation Maritime Administration. Federal Emergency Management Agency. May 2018.

<sup>5</sup> Ibid.

This RAISE 2022 grant funding request for \$25,000,000 is the Puerto Rico Port Authority’s attempt to rebuild a section of the Puerto Nuevo Docks in a way that prepares this critical asset to be resilient in the face of the next forceful hurricane brought on by climate change, to be optimized for Puerto Rico to compete in the global economy, and to, perhaps most importantly, allow Puerto Ricans – a



---

“After Hurricane Maria by May 2018, the United States Department of Transportation’s Maritime Administration (MARAD), under mission assignment by the Federal Emergency Management Agency (FEMA), completed a structural assessment of the Puerto Nuevo wharves and found the Wharf C as “SERIOUS” structural condition, with an expected service life of the structure of 5-10 years.”

*Above and Below Water Routine and Structural Inspection and Assessment, Puerto Nuevo Docks A Through O. U.S. Department of Transportation Maritime Administration.*

---

disenfranchised and neglected group of American citizens – to finally prosper in the 21<sup>st</sup> century as they were destined to when their island was first called a rich port in the 14<sup>th</sup> century.

## 1.2 Description

Wharf C of the Puerto Nuevo Docks is owned by the Puerto Rico Ports Authority and operated under a lease agreement with Luis A. Ayala Colón Sucrs., Inc., (or LAC). LAC is a terminal operator and local company in the international cargo sector.

Initially constructed in 1958 and rehabilitated in 1992, the wharf is composed of a concrete platform that is 606 feet long by 38 feet wide by 12 inches thick, with a steel sheet pile back wall. The platform is supported by 18 inches of square reinforced concrete, 18-inch battered piles and reinforced concrete beams. See the existing wharf cross-section in Figure 3 below.

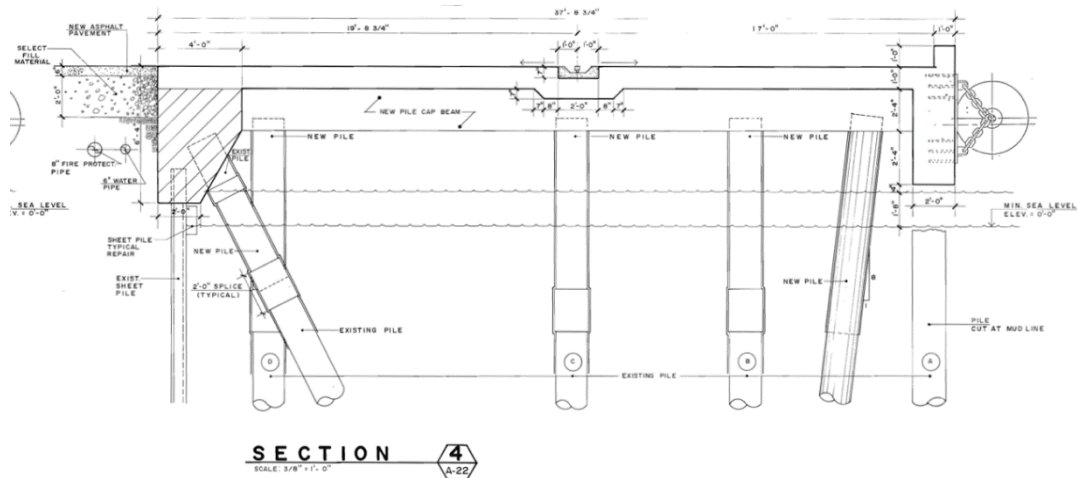


Figure 3. Existing wharf cross-section last rehabilitated in 1992.

The wharf has a 100-foot-wide two-rail infrastructure asset for high-capacity crane operations along the length of the facility. Additionally, the facility has a 250-foot-wide preferential cargo area along the length of the wharf and a tenant-exclusive cargo patio in the back area of the wharf. The wharf also includes an access road providing truck access to the facility.



Figure 4. The concrete platform to be replaced, preferential cargo area and tenant cargo patio to be rehabilitated, and high-capacity crane operations are identified in this map of Wharf C.

The scope items included in this proposed request for federal assistance include the following improvements to Wharf C:

- a) Concrete Platform Replacement: The existing 38-foot-wide concrete platform shall be demolished, including piles, with only the z-shaped back wall remaining. A new concrete platform will be designed and constructed to allow operational cargo loads up to 600 psf live load on the platform, as per the previous design criteria.
- b) Preferential Cargo Area – Asphalt Pavement Rehabilitation: Rehabilitate the existing asphalt, which is approximately 125,000 square feet, including asphalt milling, full-depth asphalt repair, asphalt leveling, and pavement works.
- c) Tenant Cargo Patio – Pavement Rehabilitation: Rehabilitate the existing asphalt pavement, which is approximately 220,000 square feet, including asphalt milling, full-depth asphalt repair, asphalt leveling, and pavement works.
- d) Perimeter Fences (Preferential and Tenant Cargo Patios): Rehabilitate the existing fences, including removing post and fabric, installing new post and fence fabric, and grounding system.
- e) New LED Lighting Systems and Underground Electrical Rehabilitation (Preferential and Tenant Patios) - Revamp 3 existing poles with LED light fixtures, install 3 high mast poles with LED lighting fixtures. The underground electrical improvements will replace a 4KVA that currently runs along the patios and disrupts cargo operations.
- f) Improvements to Fire Protection System (Preferential Cargo Area): Rehabilitate an existing fire protection system, including the removal of existing lines and fire hydrants, excavation, backfill, compaction, pipes, couplings, vertical pumps, tees, valves, elbows, jockey pump, control panels for pumps, manholes, piping, trailer mounts, fire hydrants, connection to existing facilities, testing and acceptance by regulatory agencies.
- g) Storm Sewer System (Preferential and Tenant Cargo Patios): Construct a storm sewer system including but not limited to removal of existing lines, adjustment of catch basins heights to top and invert proposed elevations, excavation, backfill, compaction, pipes, connection to existing facilities testing, and acceptance by regulatory agencies.
- h) Water System (Preferential Cargo Area): Rehabilitate the existing water distribution systems, including excavation, compaction, backfill, pipes, thrust blocks, tees, valves, remote reading meters, tapping, connection to existing facilities, testing, and acceptance by regulatory agencies.
- i) Dredging at the 80' wide by 606' length of the docking area (40' deep) - The implementation of the proposed dredging will allow the operation of ships of greater draft, enabling trips with more cargo volume, therefore, positively impacting operating costs.

The approximate total cost estimate for this project is \$27,315,431.

The proposed Wharf C rehabilitation project will improve the long-term efficiency, reliability, and affordability of goods movement for critical cargoes moving into Puerto Rico and being transshipped via the Port of San Juan to other regional destinations. These



improved efficiencies in handling, and port supply chain efficiencies brought about by the project will help increase the affordability of goods on the island, promote increased resiliency in the face of future natural disasters, and help eliminate or reduce supply chain bottlenecks. It will also make the labor employed at Wharf C and throughout the Port more efficient, as less time will be spent in excess cargo handling, internally trucking cargoes within the port gates, and double handling goods shipped into and out of the terminal.

## 2. Project Location

### 2.1 Location Details

As described in the introduction, this project is located entirely in Puerto Rico, specifically in the historic maritime area of Old San Juan in the San Juan Bay. Due to Puerto Rico's status as a territory of the United States, this project is located in an "Area of Persistent Poverty," as defined for the RAISE grant program by the 2021 Consolidated Appropriations Act. Additionally, because the project costs will be expended in the territory of Puerto Rico, the project location qualifies as a Historically Disadvantaged Community, as defined for the RAISE program in the 2022 Notice of Funding Opportunity, consistent with the Office of Management and Budget's Interim Guidance for the Justice40 Initiative.

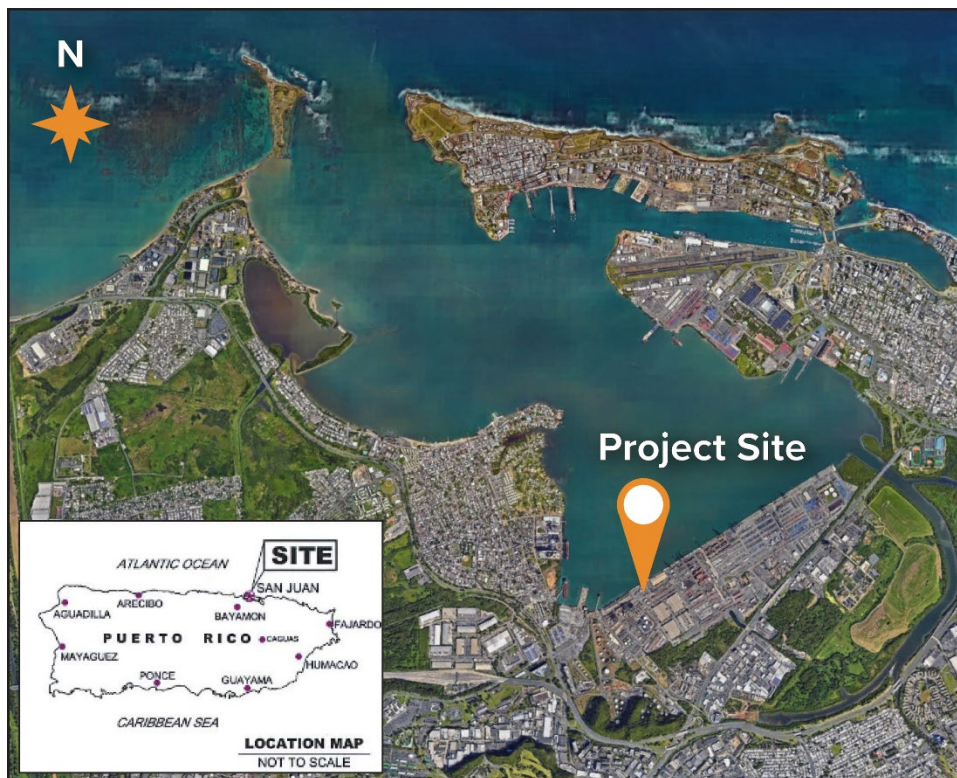


Figure 5. The Port of San Juan is located on the northeast corner of the island, nestled in the Bay of San Juan.

# WHARF D

## Project Introduction

As a critical piece of Puerto Rico's supply chain, the Puerto Nuevo docks in San Juan Bay serve as a linkage between the people of Puerto Rico and the global economy. In 2017, the Puerto Nuevo docks were decimated by Hurricane Maria, straining Puerto Rico's ability to import and export goods through the Port. Due to the extensive damage, the United States Department of Transportation's Maritime Administration (MARAD) under mission assignment from the Federal Emergency Management Agency (FEMA) commissioned and conducted structural assessments and environmental analysis of Puerto Nuevo Docks A through O, which were identified as critical infrastructure necessary to maintain commerce and support the economy of Puerto Rico. In 2018, this study, titled Above and Below Water Routine and Structural Inspection and Assessment, Puerto Nuevo Docks A through O, was published.

In the fall of 2023, the Puerto Rico Ports Authority (PRPA) conducted a Puerto Nuevo Wharves C through O Routine Condition Assessment, in accordance with the ASCE MOP 130 Waterfront Facilities Inspection and Assessment, to update the data and condition of these wharves. Wharf C, which PRPA was awarded a 2022 RAISE grant of \$25 million to reconstruct, received a Serious condition rating during the 2018 MARAD study and remains in Serious condition under this updated assessment. Wharf D is directly adjacent to Wharf C and is of similar construction, an open pile platform. **In the 2018 MARAD study, Wharf D was in Poor Condition, but with the update in 2023, Wharf D is now in Serious Condition.**



*Figure 1. Wharf D at Puerto Nuevo houses a warehouse to store a variety of temperature-sensitive breakbulk cargo and automobiles.*

Wharf D's batter steel pipe piles are in Critical condition, the worst rating given in the conditions assessment, with the concrete pile caps and deck in Serious condition. Wharf D has a safe working load design of 99.6 tons, but the assessment recommends decreasing that to 50 tons.

This RAISE 2024 grant funding request for \$25,000,000 will allow the PRPA to rebuild a section of the Puerto Nuevo Docks in a way that prepares this critical asset to be resilient in the face of the next forceful hurricane brought on by climate change and optimizes Puerto Rico's global economic competitiveness.

## Project Description

Wharf D of the Puerto Nuevo Docks is owned by the PRPA and operated under a lease agreement with Luis A. Ayala Colón Sucrs., Inc., (or LAC). LAC is a terminal operator and local company in the international cargo sector.

The Port often serves as a hub for regional assistance in response to natural disasters, which underscores the critical importance of PRPA maintaining a safe and reliable transportation network. Wharf D has historically hosted relief cargo in the aftermath of hurricanes, as well as cruise vessels to provide housing for first responders.

This vital infrastructure was initially constructed in 1958 and rehabilitated in 1992. The 600-foot long wharf is comprised of plumb and batter precast prestressed concrete piles supporting reinforced concrete pile caps, edge beam, and deck. The bulkhead consists of interlocking steel z-sheet piles and steel pipe batter piles supporting a reinforced concrete bulkhead cap.

## Statement of Work

The proposed scope of work for the RAISE grant funds encompasses a series of comprehensive improvements to Wharf D, outlined as follows:

### **Concrete Platform Replacement:**

- **Demolition and Disposal:** The existing concrete platform, spanning 38 feet in width, will be systematically demolished. This will include the careful removal of both the concrete elements and the supporting steel piles.
- **Underwater Inspection:** A thorough underwater survey will be conducted to detect and catalogue any submerged debris. Subsequent removal of identified debris will be carried out to ensure a clear site for reconstruction.
- **Reconstruction:** A robust new concrete platform will be engineered and erected. The design will adhere to the established criteria, supporting operational cargo loads of up to 600 pounds per square foot (psf) as a live load.

## Marine Construction Considerations:

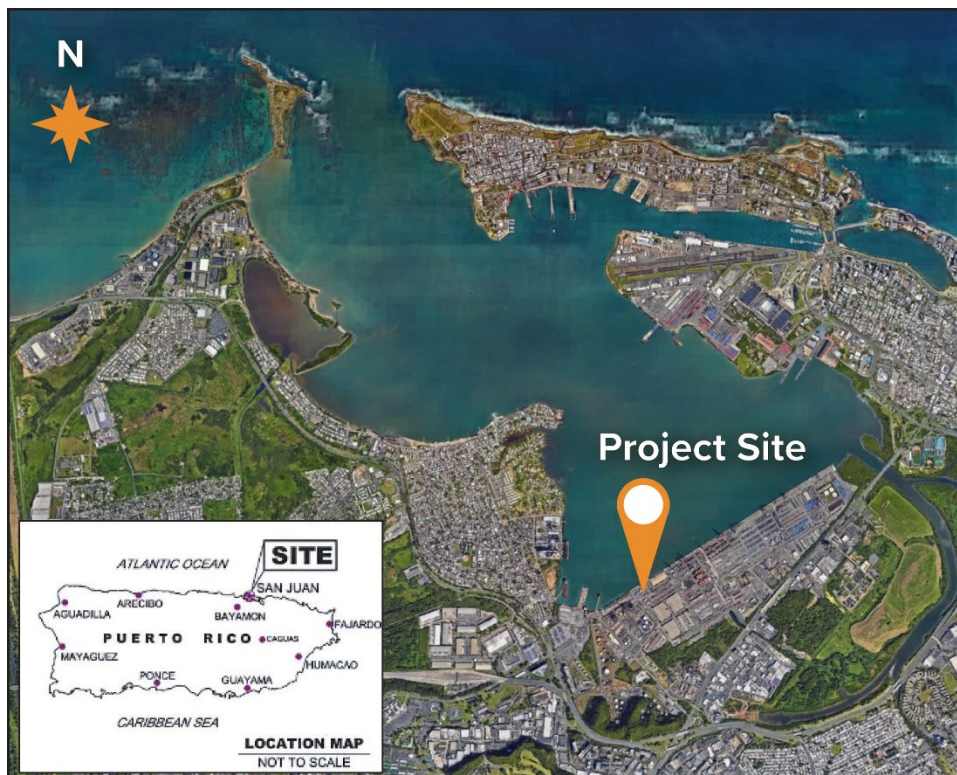
- Equipment and Logistics: Provisions for specialized marine construction equipment, such as barges and cranes, will be considered in project design. This specialized equipment is essential for the execution of the project while maintaining the integrity and protection of the bay waters.
- Fender System and Bollards Installation: The scope also includes the fitting of a fender system and the placement of bollards, which are crucial for the safe berthing of vessels and the effective distribution of mooring forces.

These enhancements are designed to replace Wharf D, improving its structural integrity and operational capacity, thereby ensuring its long-term serviceability and safety.

## Project Location

As noted above in the introduction, this project is located in Puerto Rico, specifically in the historic maritime area of Old San Juan in the San Juan Bay. Due to Puerto Rico's status as a territory of the United States, and according to the USDOT Grant Project Location Verification tool, this project is located in both an Area of Persistent Poverty and Historically Disadvantaged Community. Wharf D falls in Census Tract 72127980104, or San Juan Municipio Tract 9801.04.

The island is highly susceptible to extreme weather events including hurricanes and earthquakes. The



*Figure 2. The Port of San Juan is located on the northeast corner of the island, nestled in the Bay of San Juan.*

earthquake swarm that began in 2019 was unusually strong and large, but scientists anticipate future

earthquakes of various magnitude due to Puerto Rico's location between the North American and Caribbean tectonic plates. Puerto Rico is projected to face temperature increases as high as 9 degrees and sea level rise of over 4 feet by 2100.<sup>1</sup>

### Area of Persistent Poverty

In addition to its status as an Area of Persistent Poverty, Puerto Rico exceeds the benchmark for nearly every other federal measure for poverty and economic disadvantage. Reflective of data from the U.S. Department of Housing and Urban Development, the Puerto Nuevo docks are surrounded by Qualified Opportunity Zones:

- 72127007004 (70.04) immediately to the south,
- 72061040200 (402) immediately to the west,
- 72061040101 (401.01) across the bay to the northwest, and
- 72127004200 (42) immediately to the east.

The four tracts are also Qualified Census Tracts, meaning they have a poverty rate of greater than 25 percent. Data from the 2020 Census estimated 1.4 million Puerto Ricans, or 43.4 percent of the country, fell below the poverty level. The poverty rate is even higher for minors (56.5 percent), especially children under five years old (63.2 percent).

Additionally, according to the USDOT Equity Explorer tool, the communities immediately surrounding the Port rank 95<sup>th</sup> in social vulnerability, including the 99<sup>th</sup> national percentile for lack of high school diploma, 88<sup>th</sup> for lack of internet access, and 83<sup>rd</sup> for unemployment.

The Port plays a direct role in the island's economic livelihood and recreation as the busiest cruise port in the Caribbean and the gateway for the majority of goods that the people of Puerto Rico rely on. Puerto Rico's existing reliance on imports further underscores the criticality of the safe and efficient movement of goods. The Port's vision includes revitalizing the Puerto Nuevo Docks to ensure the import of these goods can not only be maintained but grow alongside the people of Puerto Rico and that these vital infrastructure assets can support emergency services in response to the next drastic weather event. To achieve this vision, the Port seeks \$25,000,000 in RAISE grant funding to support the \$26,400,000 reconstruction of Wharf D.

---

<sup>1</sup> "U.S. Caribbean." U.S. Climate Resilience Toolkit. October 13, 2022. <https://toolkit.climate.gov/regions/us-caribbean>

# Wharf N & O

## Project Introduction

As a critical piece of Puerto Rico's supply chain, the Puerto Nuevo Docks at the Port of San Juan in San Juan Bay serve as a linkage between the people of Puerto Rico and the global economy. In 2017, the Puerto Nuevo Docks were decimated by Hurricane Maria, straining Puerto Rico's ability to import and export goods through the Port. Due to the extensive damage, the United States Department of Transportation's Maritime Administration (MARAD) under mission assignment from the Federal Emergency Management Agency (FEMA) commissioned and conducted structural assessments and environmental analysis of Puerto Nuevo Docks, including Wharves A through O, which were identified as critical infrastructure necessary to maintain commerce and support the economy of Puerto Rico. In 2018, this study, titled *Above and Below Water Routine and Structural Inspection and Assessment, Puerto Nuevo Docks A through O*, was published.

In the fall of 2023, the Puerto Rico Ports Authority (PRPA) conducted a *Puerto Nuevo Wharves C through O Routine Condition Assessment*, in accordance with the ASCE MOP 130 Waterfront Facilities Inspection and Assessment, to update the data and condition of these wharves. Wharf C, which PRPA was awarded a 2022 RAISE grant of \$25 million to reconstruct, received a Serious condition rating during the 2018 MARAD study and remains in Serious condition under this updated assessment. Wharf D is directly adjacent to Wharf C and is of similar construction, an open pile platform. **In the 2018 MARAD study, Wharf D was in Poor Condition, but with the update in 2023, Wharf D is now in Serious Condition.**



Figure 1. Wharf D at Puerto Nuevo houses a warehouse to store a variety of temperature-sensitive breakbulk cargo and an open automobile storage area.

Wharf D's batter steel pipe piles are in Critical condition, the worst rating given in the conditions assessment, with the concrete pile caps and deck in Serious condition. Wharf D has a safe working load design of 99.6 tons, but the assessment recommends decreasing that to 50 tons.

The updated study of the Port in 2023 also found that the steel sheet pile bulkhead platforms at **both Wharves N and O are in Serious Condition**. The study recommended that all live loads should be prohibited from going within 50 feet of the edges of the platforms. The steel coffer sheet pile platform located at Wharf N was also found to be in Poor condition, however the study did not recommend any load restrictions.



*Figure 2. Wharves N and O receive container, general, and liquid cargo, including a connection to purpose-built storage tanks supporting a major distiller operating on the Island.*

This MEGA 2024 grant funding request for \$68,040,000 will allow the PRPA to rebuild a section of the Puerto Nuevo Docks in a way that prepares this critical asset to be resilient in the face of the next forceful hurricane brought on by climate change and optimizes Puerto Rico's global economic competitiveness.

## Project Description

**Wharf D.** The 600-foot long wharf is comprised of plumb and batter precast prestressed concrete piles supporting reinforced concrete pile caps, edge beam, and deck. The bulkhead consists of interlocking steel z-sheet piles and steel pipe batter piles supporting a reinforced concrete bulkhead cap. This vital infrastructure was initially constructed in 1958 and rehabilitated in 1992.

Wharf D of the Puerto Nuevo Docks is owned by the PRPA and operated under a lease agreement with Luis A. Ayala Colón Sucrs., Inc., (or LAC). LAC is a terminal operator and local company in the international cargo sector.

**Wharf N.** The 600-foot berthing platform is comprised of two types of construction:

- a steel coffer cell sheet pile-supported platform comprised of interlocking steel sheet piles arranged coffer cells that support a reinforced concrete rail beam cap for the seaward crane rail with additional concrete-filled pipe piles and a concrete cap supporting a landward crane rail.
- a steel sheet pile bulkhead platform comprised of interlocking steel sheet piles supporting a landward crane rail.

Mooring and berthing operations are supported by 11 bollards and 13 foam fenders. The structure was rehabilitated in 2001.

**Wharf O.** The 748-foot-long berthing platform is supported by a steel sheet pile bulkhead comprised of interlocking steel sheet piles supporting a landward crane rail. A concrete mooring dolphin and catwalk platform is located at the northeast end of Wharf O. Mooring and berthing operations are supported by 12 bollards and 14 fenders. The structure was rehabilitated in 2001.

Wharves N and O of the Puerto Nuevo Docks, also owned by the PRPA, are operated by International Public Terminal (IPT), a partnership between Intership, Priority Terminals, and SeaAir Systems. This operator offers services for general cargo, mechanized cargo, vehicles, dangerous cargo, and heavy equipment. Improvements made by this project would allow for more machinery to increase the operator’s capacity.

## Statement of Work

The Project is based on a recent conceptual or preliminary stage of design, based on the *2023 Puerto Nuevo Wharves C through O Routine Condition Assessment*. The recommended alternative for the Project is replacing the wharves within the same footprint/location as today and is expected to be about the same size (length, width, etc.).

The proposed statement of work for the **Puerto Nuevo Wharves Reconstruction and Resiliency Project** encompasses a series of comprehensive improvements to the wharves, outlined as follows:

### Concrete Platform Replacement:

- **Demolition and Disposal:** The existing concrete platform at Wharf D spanning 38 feet in width, existing platforms at Wharf N measuring 12,000 square feet, and existing platforms at Wharf O measuring 8,000 square feet will be systematically demolished. This will include the removal and disposal of both the concrete elements and the supporting steel piles.
- **Underwater Inspection:** A thorough underwater survey will be conducted to detect and catalogue any submerged debris. Subsequent removal of identified debris will be carried out to ensure a clear site for reconstruction.
- **Wharf D Reconstruction:** A robust new concrete platform will be engineered and erected. The design will adhere to the established criteria, supporting operational cargo loads of up to 600 pounds per square foot (psf) as a live load.



- Wharf N Reconstruction: Both the coffer cell platform and the steel sheet pile platform will be reconstructed including a concrete deck and curb and steel sheet piles for both platforms, new wale beam for the coffer cell platform and new steel piles for the steel sheet pile platform.
- Wharf O Reconstruction: The steel sheet pile bulkhead platform, concrete mooring dolphin, and catwalk platform at Wharf O will be reconstructed with a concrete deck and concrete-filled piles. The bulkhead platform will include a nearly 5,000 square foot steel sheet pile and steel wale beams for structure. The concrete mooring dolphin and catwalk platform will include an eight-foot-high concrete mooring dolphin cap.

### **Marine Construction Considerations:**

- Equipment and Logistics: Provisions for specialized marine construction equipment, such as barges and cranes, will be considered in project design. This specialized equipment is essential for the execution of the project while maintaining the integrity and protection of the bay waters.
- Fender System and Bollards Installation: The scope also includes the fitting of a fender system and the placement of mooring structures/bollards at each wharf, which are crucial for the safe berthing of vessels and the effective distribution of mooring forces.

While the scope of work is similar for each wharf, each step will be staggered as depicted in the Schedule in the Project Readiness Section, to allow for continuity of operations. This is particularly important for Wharves N and O as they are adjacent to each other.

## **Transportation Challenges**

These enhancements are designed to replace Wharves D, N, and O, improving their structural integrity and operational capacity, thereby ensuring their long-term serviceability and safety. Cargo space at the Puerto Nuevo Docks and at the Port of San Juan is extremely limited. All wharves within Puerto Nuevo Docks will eventually need to be reconstructed but the wharves included in this application are in the most serious condition and need to be replaced to ensure operations are maintained during future wharf reconstruction.

The Port closed Pier 14 to cargo one year ago in order to handle increasing cruise demand, highlighting the limited infrastructure capacity within the Port of San Juan. The cargo that formerly called on Pier 14 was anticipated to use Wharf D. The cargo formerly accommodated by Pier 14 (180,000 tons of cement and rebar) will only add to congestion at Wharf E and within the Port once Wharf D is unable to be used in 2027. The Navy Frontier Pier handled breakbulk material and car carriers, has also been closed to cargo and is being transformed into a housing and entertainment district. This cargo is anticipated to be handled by Wharves L, M, and N, further exasperating the cargo congestion experienced in the Puerto Nuevo Docks.

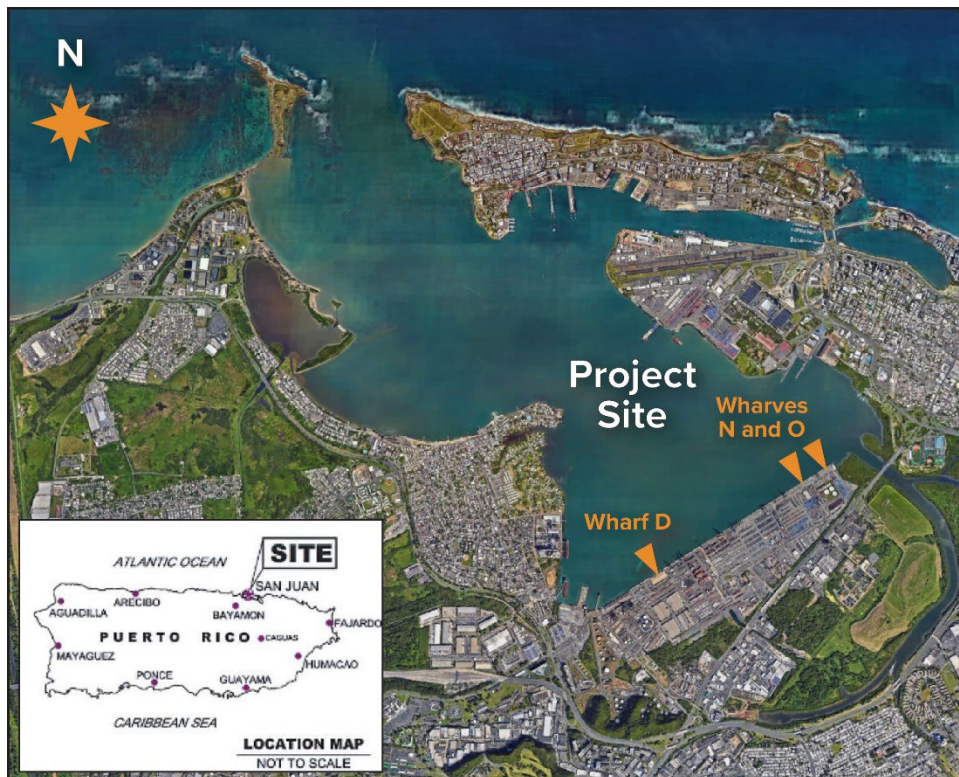
Without this reconstruction project, vessels consigned to the deteriorating wharves will be delayed while waiting to be accommodated at an adjacent wharf. With an early assumption of one day delay per vessel and 24-57% of vessels at the accommodating wharves incurring delay as well, the costs of these vessels hoteling along the waterfront are estimated to be over \$200 million in net present value over thirty years and generate significant additional emissions. The cargo they carry will also be delayed in excess of \$146 million (NPV).

Puerto Rico relies on maritime shipping to maintain daily life, economic activity, and government services. Anything too large to be transported by plane is moved by ship into one of the Island's ports. The Port of San Juan handles most of the cargo moving into the Island. As the major gateway for the movement of goods into Puerto Rico, the Port must be maintained to effectively meet the demands of the Island's economy.

The Port often serves as a hub for regional assistance in response to natural disasters, which underscores the critical importance of PRPA maintaining a safe and reliable transportation network. Puerto Nuevo Docks, including all three wharves included in this application, has historically hosted relief cargo in the aftermath of hurricanes, as well as cruise vessels to provide housing for first responders.

### Project Location

As noted above in the introduction, this project is located in Puerto Rico, specifically in the historic maritime area of Old San Juan in the San Juan Bay. Due to Puerto Rico's status as a territory of the United States, and according to the USDOT Grant Project Location Verification tool, this project is located in both an Area of Persistent Poverty and Historically Disadvantaged Community. The Puerto Nuevo Docks fall in Census Tract 72127980104, or San Juan Municipio Tract 9801.04, and the San Juan urban area.



*Figure 3. The Port of San Juan is located on the northeast corner of the island, nestled in the Bay of San Juan.*

## **Exhibit 2**

**Exhibit 2**

**U.S. DEPARTMENT OF TRANSPORTATION  
GENERAL TERMS AND CONDITIONS UNDER THE  
FISCAL YEAR 2023 RAISE PROGRAM:  
MARAD PROJECTS**

Revision date: June 23, 2023

## Table of Contents

Article 1 Purpose.....	6
1.1 Purpose.....	6
Article 2 USDOT Role.....	7
2.1 Division of USDOT Responsibilities.....	7
2.2 USDOT Program Contacts.....	7
Article 3 Recipient Role.....	7
3.1 Statements on the Project.....	7
3.2 Statements on Authority and Capacity.....	8
3.3 USDOT Reliance.....	8
3.4 Project Delivery.....	8
3.5 Rights and Powers Affecting the Project.....	9
3.6 Notification of Changes to Key Personnel.....	9
Article 4 Award Amount and Federal Obligation.....	9
4.1 Federal Award Amount.....	9
4.2 Federal Funding Source.....	9
4.3 Federal Obligations.....	9
Article 5 Statement of Work, Schedule, and Budget Changes.....	9
5.1 Change Notification Requirement.....	9
5.2 Scope and Statement of Work Changes.....	10
5.3 Schedule Changes.....	10
5.4 Budget Changes.....	10
5.5 USDOT Acceptance of Changes.....	11
Article 6 General Reporting Terms.....	11
6.1 Report Submission.....	11
6.2 Alternative Reporting Methods.....	12
6.3 Paperwork Reduction Act Information.....	12
Article 7 Progress and Financial Reporting.....	12
7.1 Quarterly Project Progress Reports and Recertifications.....	12
7.2 Final Progress Reports and Financial Information.....	12
Article 8 Performance Reporting.....	12
8.1 Baseline Performance Measurement.....	12
8.2 Post-construction Performance Measurement.....	13
8.3 Project Outcomes Report.....	13
Article 9 Climate Change and Environmental Justice.....	14
9.1 Climate Change and Environmental Justice.....	14
Article 10 Racial Equity and Barriers to Opportunity.....	14
10.1 Racial Equity and Barriers to Opportunity.....	14
Article 11 Labor and Work.....	14
11.1 Labor and Work.....	14
11.2 OFCCP Mega Construction Project Program.....	14
Article 12 Civil Rights and Title VI.....	14
12.1 Civil Rights and Title VI.....	14
12.2 Legacy Infrastructure and Facilities.....	15
Article 13 Critical Infrastructure Security and Resilience.....	15

13.1	Critical Infrastructure Security and Resilience. ....	15
Article 14	RAISE Program Designations .....	16
14.1	Effect of Urban or Rural Designation. ....	16
14.2	Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. ....	16
Article 15	Contracting and Subawards .....	17
15.1	Minimum Wage Rates.....	17
15.2	Buy America. ....	17
15.3	Small and Disadvantaged Business Requirements.....	17
15.4	Engineering and Design Services.....	17
15.5	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. ....	17
15.6	Pass-through Entity Responsibilities.....	18
15.7	Subaward and Contract Authorization. ....	18
Article 16	Noncompliance and Remedies.....	18
16.1	Noncompliance Determinations.....	18
16.2	Remedies.....	19
16.3	Other Oversight Entities.....	19
Article 17	Agreement Termination.....	19
17.1	USDOT Termination.....	19
17.2	Closeout Termination.....	20
17.3	Post-Termination Adjustments.....	20
17.4	Non-Terminating Events.....	20
17.5	Other Remedies.....	21
Article 18	Costs, Payments, and Unexpended Funds .....	21
18.1	Limitation of Federal Award Amount.....	21
18.2	Projects Costs.....	21
18.3	Timing of Project Costs.....	21
18.4	Recipient Recovery of Federal Funds.....	21
18.5	Unexpended Federal Funds.....	21
18.6	Timing of Payments to the Recipient.....	22
18.7	Payment Method.....	22
18.8	Information Supporting Expenditures.....	22
18.9	Reimbursement Request Timing Frequency.....	23
Article 19	Liquidation, Adjustments, and Funds Availability.....	23
19.1	Liquidation of Recipient Obligations.....	23
19.2	Funds Cancellation.....	23
Article 20	Agreement Modifications .....	23
20.1	Bilateral Modifications.....	23
20.2	Unilateral Contact Modifications.....	24
20.3	USDOT Unilateral Modifications.....	24
20.4	Other Modifications.....	24
Article 21	Federal Financial Assistance, Administrative, and National Policy Requirements ....	24
21.1	Uniform Administrative Requirements for Federal Awards.....	24
21.2	Federal Law and Public Policy Requirements.....	24
21.3	Federal Freedom of Information Act.....	24

21.4	History of Performance.....	25
21.5	Whistleblower Protection.....	25
21.6	External Award Terms and Obligations.....	25
21.7	Incorporated Certifications.....	25
Article 22	Monitoring, Financial Management, Controls, and Records.....	26
22.1	Recipient Monitoring and Record Retention.....	26
22.2	Financial Records and Audits.....	26
22.3	Internal Controls.....	26
22.4	USDOT Record Access.....	27
Article 23	Notices.....	27
23.1	Form of Notice.....	27
23.2	Method of Notice to USDOT.....	27
23.3	Method of Notice to Recipient.....	27
23.4	Recipient Contacts for Notice.....	28
23.5	Additional Mandatory Notices to USDOT.....	28
23.6	Scope of Notice Requirements.....	28
Article 24	Information Requests.....	28
24.1	USDOT Information Requests.....	28
Article 25	Assignment.....	29
25.1	Assignment Prohibited.....	29
Article 26	Waiver.....	29
26.1	Waivers.....	29
Article 27	Additional Terms and Conditions.....	29
27.1	Disclaimer of Federal Liability.....	29
27.2	Relocation and Real Property Acquisition.....	29
27.3	Equipment Disposition.....	30
27.4	Environmental Review.....	30
Article 28	Mandatory Award Information.....	31
28.1	Information Contained in a Federal Award.....	31
28.2	Federal Award Identification Number.....	31
28.3	Recipient’s Unique Entity Identifier.....	31
28.4	Budget Period.....	31
28.5	Period of Performance.....	31
Article 29	Construction and Definitions.....	32
29.1	Schedules.....	32
29.2	Exhibits.....	32
29.3	Construction.....	32
29.4	Integration.....	33
29.5	Definitions.....	33
29.6	References to Times of Day.....	33
Article 30	Agreement Execution and Effective Date.....	33
30.1	Counterparts.....	33
30.2	Effective Date.....	33

**Index of Definitions**

Administering Operating Administration ..... 7

Federal Share ..... 11

General Terms and Conditions ..... 33

MARAD..... 7

NOFO..... 6

OFCCP ..... 14

OMB ..... 12

Program Statute..... 33

Project ..... 33

Project Closeout..... 20

Project Cost Savings ..... 11

RAISE Grant..... 33

RAISE Program ..... 6

Recipient ..... Project-Specific Recitals

Technical Application..... 33

Title VI..... 15

USDOT ..... 6



## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) appropriated funds to the United States Department of Transportation (the “**USDOT**”) for fiscal year 2023 under the heading “National Infrastructure Investments.” The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the Rebuilding American Infrastructure with Sustainability and Equity Program (the “**RAISE Program**”).

On December 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title “FY 2023 National Infrastructure Investments” and funding opportunity number DTOS59-23-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on January 5, 2023, and February 3, 2023, (the “**NOFO**”) solicited applications for Federal financial assistance under the fiscal year 2023 RAISE Program. On June 28, 2023, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2023 RAISE Program. The term “Recipient” is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through K. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

### ARTICLE 1 PURPOSE

**1.1 Purpose.** The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

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

**ARTICLE 2  
USDOT ROLE**

**2.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the RAISE Program, the approval of this agreement, and any modifications to this agreement under section 20.1.
- (b) The Maritime Administration (the “**MARAD**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means MARAD.

**2.2 USDOT Program Contacts.**

David Bohnet  
Supervisory Grant Management Specialist  
DOT – Maritime Administration  
1200 New Jersey Ave, SE  
Washington, DC 20590  
MAR-510  
W21-226  
Mailstop 3  
(202) 366-0586  
[david.bohnet@dot.gov](mailto:david.bohnet@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](mailto:RAISEGrants@dot.gov)

**ARTICLE 3  
RECIPIENT ROLE**

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

- (1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

- (2) schedule E documents all material changes in the information contained in that application.

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

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- (5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 21.7 on behalf of the Recipient.

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

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

**3.4 Project Delivery.**

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

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

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

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

## **ARTICLE 4 AWARD AMOUNT AND FEDERAL OBLIGATION**

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

### **4.2 Federal Funding Source.**

- (a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
- (b) If section 4 of schedule F identifies the Funding Act as "FY2023," then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).
- (c) If section 4 of schedule F contains a table that lists separate amounts for "IIJA" and "FY2023," then the amount listed for "IIJA" is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for "FY2023" is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022).

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

## **ARTICLE 5 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

### **5.1 Change Notification Requirement.** The Recipient shall notify USDOT within 30 calendar days of any change in circumstances or commitments that adversely affect the

Recipient's capacity or intent to complete the Project in compliance with this agreement. In that notice, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. The notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

**5.2 Scope and Statement of Work Changes.** If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

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

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

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

**5.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:
  - (1) the total "Non-Federal Funds" amount decreases; or
  - (2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

- (d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration’s requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

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

- (e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient’s proposal under section 5.4(d), then:
- (1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and
  - (2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

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

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

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

## **ARTICLE 6 GENERAL REPORTING TERMS**

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

- 6.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Administering Operating Administration informs the Recipient of those processes in writing, the Recipient shall use the processes identified by the Administering Operating Administration.
- 6.3 Paperwork Reduction Act Information.** Under 5 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 7 PROGRESS AND FINANCIAL REPORTING**

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

## **ARTICLE 8 PERFORMANCE REPORTING**

- 8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

- (2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

**8.2 Post-construction Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is “Capital,” then

- (1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;
- (2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and
- (3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 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 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

**8.3 Project Outcomes Report.** If the Capital-Planning Designation in section 2 of schedule F 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 8.2, 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 9  
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE**

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

**ARTICLE 10  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

- 10.1 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), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

**ARTICLE 11  
LABOR AND WORK**

- 11.1 Labor and Work.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.
- 11.2 OFCCP Mega Construction Project Program.** If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

**ARTICLE 12  
CIVIL RIGHTS AND TITLE VI**

- 12.1 Civil Rights and Title VI.**
- (a) Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Executive Order 14091, “Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Feb. 16, 2023), and DOT Order 1000.12C, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 12.1(b)–12.1(c) is to ensure that the Recipient has a plan to

comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.

- (b) If the Recipient Type Designation in section 1 of schedule K is “Existing,” then the Recipient shall submit to the USDOT either:
  - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
  - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Recipient Type Designation in section 1 of schedule K is “New,” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of schedule K.
- (d) In this section 12.1, “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

**12.2 Legacy Infrastructure and Facilities.** In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this agreement, the Recipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Recipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

## **ARTICLE 13 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

### **13.1 Critical Infrastructure Security and Resilience.**

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then the Recipient shall:

- (1) in the first Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and
  - (2) in the second Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, provide a plan for completing the requirements in section 13.1(c).
- (c) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then not later than the eighth Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1, the Recipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Recipient submits under section 7.1:
- (1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;
  - (2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;
  - (3) the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities or a summary of those results; and
  - (4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

## ARTICLE 14 RAISE PROGRAM DESIGNATIONS

- 14.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 14.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.** If section 3 of schedule F lists “Yes” for the “HDC or APP Designation,” then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

**ARTICLE 15**  
**CONTRACTING AND SUBAWARDS**

**15.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, 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.

**15.2 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.

**15.3 Small and Disadvantaged Business Requirements.**

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

**15.4 Engineering and Design Services.** [Reserved]

**15.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 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.

**15.6 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.

**15.7 Subaward and Contract Authorization.** [Reserved]

## **ARTICLE 16 NONCOMPLIANCE AND REMEDIES**

### **16.1 Noncompliance Determinations.**

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For that notice to be effective, USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 16.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

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

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

(c) The USDOT may make a final determination of noncompliance only:

- (1) after considering the Recipient's response under section 16.1(b); or
- (2) if the Recipient fails to respond under section 16.1(b), after the time for that response has passed.

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

## **16.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 16.1, the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide to the Recipient a notice that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 16.2(a), before making a final determination of noncompliance under section 16.1. If it does so, then the notice provided under section 16.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 16.2 or making a public interest determination under section 16.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 16.2 constitute a debt to the Federal Government that the USDOT may collect under 2 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 timely obtain or timely provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;
  - (2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
  - (3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;
  - (5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or
  - (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 17.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 16.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 17.1.

## **17.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 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 the USDOT reimbursed before termination, and recover funds from the Recipient.

## **17.4 Non-Terminating Events.**

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

- (b) The end of the period of performance described under section 28.5 does not terminate this agreement or the Recipient's obligations under this agreement.
- (c) The cancellation of funds under section 19.2 does not terminate this agreement or the Recipient's obligations under this agreement.

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

## **ARTICLE 18 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

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

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

**18.3 Timing of Project Costs.**

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

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

**18.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

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



## **18.6 Timing of Payments to the Recipient.**

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

## **18.7 Payment Method.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then the Recipient shall complete all applicable forms and attach supporting documents, including the SF 270, in Delphi eInvoicing System, which is on-line and paperless, to request reimbursement. To obtain the latest version of these standard forms, visit <https://www.grants.gov/forms/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 in section 5 of schedule A or section 2.2. A request to establish access will be sent once the External User Access Request form is received.
- (b) The USDOT may deny a payment request that is not submitted using the method identified in this section 18.7.

## **18.8 Information Supporting Expenditures.**

- (a) If the USDOT Payment System identified in section 6 of schedule A is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit and attach the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

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

**18.9 Reimbursement Request Timing Frequency.**

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

**ARTICLE 19  
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**19.1 Liquidation of Recipient Obligations.**

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 19.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**19.2 Funds Cancellation.**

- (a) RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2032, and then unavailable for any purpose, including adjustments.
- (b) RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022) remains available until expended.
- (c) Section 4.2 identifies the specific source or sources of funding for this award.

**ARTICLE 20  
AGREEMENT MODIFICATIONS**

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

## **20.2 Unilateral Contact Modifications.**

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

## **20.3 USDOT Unilateral Modifications.**

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 20.3, the USDOT must provide to the Recipient a notice that includes a description of the modification and state the date that the modification is effective.

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

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

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

### **21.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

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

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

**21.4 History of Performance.** Under 2 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.

**21.5 Whistleblower Protection.**

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

**21.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 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).

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

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

**ARTICLE 22**  
**MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**22.1 Recipient Monitoring and Record Retention.**

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

**22.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 22.2(a) in accordance with a financial management system that meets the requirements of 2 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 2023 RAISE 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 2023” 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 2023” in column c (“Additional Award Identification”).

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

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

## **ARTICLE 23 NOTICES**

### **23.1 Form of Notice.**

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

### **23.2 Method of Notice to USDOT.**

- (a) For a notice to USDOT under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to USDOT under this agreement to be valid, it must be addressed to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.
- (c) Except as specified in section 23.2(d), a valid notice to USDOT under this agreement will be deemed to have been received on the earliest of (1) when the email is received by USDOT, as recorded by USDOT's email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

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

- (a) Except as specified in section 23.3(d), for a notice to the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Recipient under this agreement to be valid, it must be addressed to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) A valid notice to the Recipient under this agreement is effective when received by the Recipient. It will be deemed to have been received:
  - (1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or

- (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
  - (d) For a notice to the Recipient under article 16 to be valid, it must be sent by one or more of the following: (1) a national transportation company with all fees prepaid and receipt of delivery or (2) registered or certified mail with return receipt requested and postage prepaid.
- 23.4 Recipient Contacts for Notice.** If a Recipient contact who is listed in section 3 of schedule A is unable to receive notices under this agreement on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement contacts under section 20.2(a).
- 23.5 Additional Mandatory Notices to USDOT.** The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:
- (1) the Recipient receives a communication related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
  - (2) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.
- 23.6 Scope of Notice Requirements.** The form and method requirements of this article 23, including sections 23.1, 23.2, and 23.3, apply only to communications for which this agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 23 does not control or limit other communication between the parties about the Project or this agreement.

## **ARTICLE 24 INFORMATION REQUESTS**

### **24.1 USDOT Information Requests.**

- (a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If the USDOT requests information from the Recipient under section 24.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.
- (c) This section 24.1 does not limit the Recipient’s obligations under section 22.4 or 2 C.F.R. 200.337 to provide access to Recipient records.

## **ARTICLE 25 ASSIGNMENT**

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

## **ARTICLE 26 WAIVER**

### **26.1 Waivers.**

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

## **ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS**

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

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

- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 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.



### **27.3 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 27.3 for all tiers of subawards under this award.

### **27.4 Environmental Review.**

- (a) The Recipient shall not begin final design, begin construction, or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
  - (1) the Administering Operating Administration complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
  - (2) the Administering Operating Administration provides the Recipient with written communication stating that the environmental review process is complete.
- (b) The Recipient acknowledges that:
  - (1) the Administering Operating Administration's actions under section 27.4(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Administering Operating Administration; and
  - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (c) To the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (d) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this

agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

- (1) the parties may amend this agreement under section 20.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 17.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 17.1(a)(5).
- (e) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

## **ARTICLE 28 MANDATORY AWARD INFORMATION**

### **28.1 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 30.2;
- (2) the “Assistance Listings Number” is 20.933 and the “Assistance Listings Title” is “National Infrastructure Investments”; and
- (3) this award is not for research and development.

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

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

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

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

**ARTICLE 29**  
**CONSTRUCTION AND DEFINITIONS**

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

Schedule A	Administrative Information
Schedule B	Project Activities
Schedule C	Award Dates and Project Schedule
Schedule D	Award and Project Financial Information
Schedule E	Changes from Application
Schedule F	RAISE Program Designations
Schedule G	RAISE Performance Measurement Information
Schedule H	Climate Change and Environmental Justice Impacts
Schedule I	Racial Equity and Barriers to Opportunity
Schedule J	Labor and Work
Schedule K	Civil Rights and Title VI

**29.2 Exhibits.** The following exhibits, which are located in the document titled “Exhibits to MARAD Grant Agreements Under the Fiscal Year 2023 RAISE Program,” dated June 23, 2023, and available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>, are part of this agreement.

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

**29.3 Construction.**

(a) In these General Terms and Conditions:

- (1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
- (2) a reference to a section or other subdivision of a schedule listed in section 29.1 will expressly identify the relevant schedule; and
- (3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 29.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

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

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

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

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

- (1) at 49 U.S.C. 6702;
- (2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- (3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2023 Pub. L. No. 117-328 (Dec. 29, 2022), 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 schedules A–J.

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

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

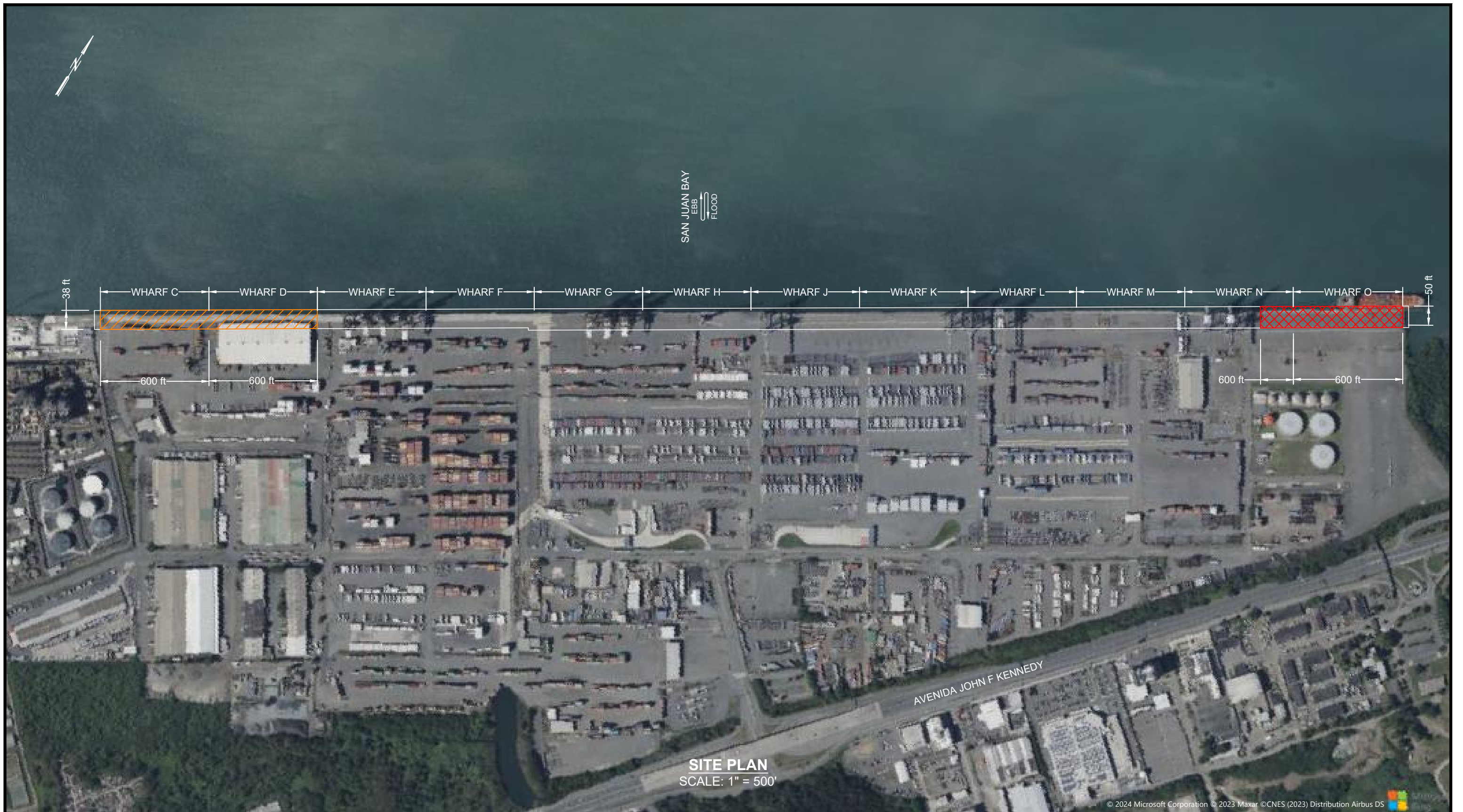
**29.6 References to Times of Day.** All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.



## **ARTICLE 30 AGREEMENT EXECUTION AND EFFECTIVE DATE**

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

**30.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT’s authorized representative signs it.

# **Exhibit 3**



LEGEND	
	LIVE LOAD RESTRICTED TO 150 PSF WITHIN 38 FT OF THE EDGE OF THE PLATFORM.
	LIVE LOAD PROHIBITED WITHIN 50 FT OF THE EDGE OF THE PLATFORM.

**MARINE SOLUTIONS**

0 250 500 1,000'  
SCALE: 1" = 500'

<b>CMA</b> ARCHITECTS & ENGINEERS LLC	
DATE: JANUARY 2024	
DRAWN BY: RLV	CKD BY: JWP
MSI PROJECT NO.: 03-23-024	
FILENAME: 03-23-024_LOAD.DWG	

PUERTO NUEVO WHARVES C THROUGH O SAN JUAN, PUERTO RICO	
LOAD PLAN	FIG. NO. ES-1

# **Exhibit 4**

**CERTIFICATION BY CONTRACTOR**

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

The Contractor \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charge by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State of Local) terminated for cause of default.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of Authorized Official)*

\_\_\_\_\_  
*(Title of Authorized Official)*



# **Exhibit 5**

**UTILIZATION STATEMENT  
Disadvantage Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of 18% DBE utilization on this contract.**
- The bidder/offeror, while unable to meet the DBE goal of 18%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval.

\_\_\_\_\_  
Bidder's/Offeror's Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DBE UTILIZATION SUMMARY**

<u>Percentage</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

**Note:** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**  
**Disadvantage Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Firm:** DBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person:** Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**DBE Certifying Agency:** \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**       Prime Contractor       Subcontractor       Joint Venture  
 Manufacturer       Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount:    \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_ %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:

\_\_\_\_\_

*(Signature)*

*(Title)*

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

# **Exhibit 6**

**REGARDING LOBBYING**  
**APPENDIX A, 49 CFR PART 20 CERTIFICATION**  
Certification for Contracts, Grants, Loans, and Cooperative  
Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Official Signature of Contractor's Authorized

\_\_\_\_\_  
Authorized Official Name and Title of Contractor's

\_\_\_\_\_  
Date