

RESOLUTION NO. 22-PT-14
PRESENTED TO THE BOARD – 7/14/22

TO: PORT AUTHORITY COMMISSION AND
NEAL RICHARDSON, EXECUTIVE DIRECTOR

FROM: SUSAN TAYLOR, PORT DIRECTOR

RE: RESOLUTION APPROVING INVESTMENT AND OWNERSHIP
AGREEMENT BETWEEN AMERICA’S CENTRAL PORT (ACP) AND THE
PORT AUTHORITY FOR \$9M IN RAIL IMPROVEMENTS ON THE NORTH
RIVERFRONT (SEE ATTACHMENT A)

EXECUTIVE SUMMARY:

Located in Granite City, IL, ACP applied for and received a \$20.84M federal BUILD grant to improve ports in MO and IL. SCF Lewis & Clark Terminals (SCF) manages rail and barge operations in each of these locations and will provide \$5.2M in matching funds. The project includes \$9M in rail improvements to St. Louis terminals. This Resolution requests approval for the Authority to sign a cooperation agreement with ACP and SCF, which together will manage the entire project.

BACKGROUND:

The 2020 Better Utilizing Infrastructure to Leverage Development (BUILD) grant application sought funding for infrastructure improvements identified in the St. Louis Bi-State Regional Ports Improvement Project (see Attachment B, BUILD Narrative). Applicants included ACP, the Authority, and the Southwest Regional Port District in East St. Louis, IL. The grant will provide for rail upgrades at SCF terminals on both sides of the river, including the city’s Municipal River Terminal (MRT) and the adjacent Tyler Street grain facility. Both the MRT and Tyler Street are leased to SCF. BUILD grant funds will significantly expand rail access to include unit-train service to both locations.

Port Commission Resolution #20-PT-25 dated October 8, 2020, approved the Authority’s receipt of BUILD grant and SCF matching funds for St. Louis projects. ACP is the lead applicant for, and recipient of, the grant and will sign a funding agreement with US DOT’s Maritime Administration (MARAD). The Authority will enter into a cooperation agreement with ACP and SCF in a form substantially the same as Attachment C, Investment and Ownership Agreement. Under the Agreement, SCF is responsible for design and ACP will procure engineer(s) and contractor(s) for both the St. Louis and Illinois projects. The Authority will ensure that procurement, design, and construction for the MRT and Tyler Street projects comport with applicable City ordinances and State law. These funds must be obligated by September 30, 2022 and expended by September 30, 2027.

RESOLUTION NO. 22-PT-14
PRESENTED TO THE BOARD – 7/14/22

REQUESTED ACTION:

Request approval of Resolution No. 22-PT-14 by the Port Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT AUTHORITY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Port Authority Board of Commissioners hereby approves this Resolution and the Investment and Ownership Agreement substantially as shown in Attachment C for MRT and Tyler Street terminal improvements.
2. The Port Authority authorizes the Executive Director, his designee, legal counsel, and the appropriate officers, agents and employees of the Port Authority to take all steps necessary and to execute all documents necessary to effectuate the intent of this Resolution.
3. This Resolution shall take effect and be in full force immediately after its passage and approval by the governing body of the Authority.

ADOPTED this 14th day of July, 2022.

THE PORT AUTHORITY OF THE
CITY OF ST. LOUIS, MISSOURI

By: _____

Title: _____

(SEAL)

ATTEST:

Assistant Secretary

Figure 4: St. Louis Bi-State Regional Ports Improvement Project Location MRT



St. Louis Bi-State Regional Ports Improvement Project

America's Central Port - St. Louis Port Authority - Southwest Regional Port District

Project Type: Freight

Location: Bi-State St. Louis Region (Missouri and Illinois)

Area: Urban

Requested Amount: \$20,840,000

Applicants: America's Central Port (ACP) in Granite City, Illinois; St. Louis Port Authority (Municipal River Terminal, MRT) in St. Louis, Missouri; and Southwest Regional Port District (ESTL) in East St. Louis, Illinois

Primary Contact: Ben McCall, America's Central Port, bmccall@americascentralport.com, 618-452-8460

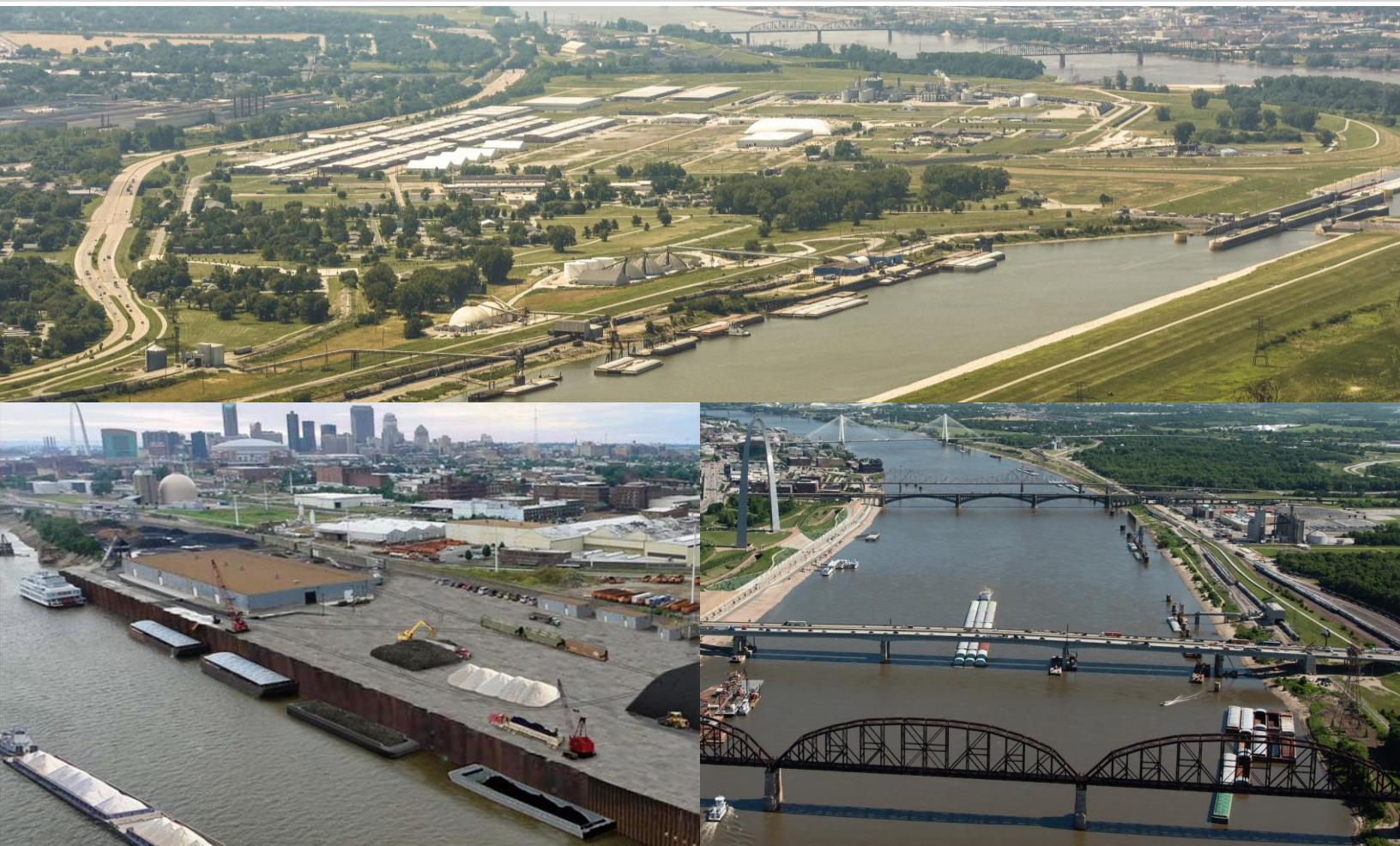


Table of Contents

I.	Project Description.....	4
II.	Project Location.....	16
III.	Grant Funds, Sources and Uses of all Project Funding.....	17
IV.	Selection Criteria.....	18
	Primary Selection Criteria	18
	a. Safety	18
	b. State of Good Repair.....	18
	c. Economic Competitiveness.....	20
	d. Environmental Protection	22
	e. Quality of Life.....	23
	Secondary Selection Criteria.....	24
	f. Innovation.....	24
	g. Partnership.....	24
V.	Environmental Risk Review.....	16
VI.	Benefit Cost Analysis.....	18
Appendix A	Letters of Support	
Appendix B	Draft Categorical Exclusion Worksheet	
Appendix C	Benefit Cost Analysis	
Appendix D	Applicable Regional Studies	

Executive Summary

SCF Lewis and Clark Terminals, LLC is leading an effort with America's Central Port, St. Louis Port Authority, and Southwest Regional Port District to coordinate bi-state inland port efforts to improve St. Louis regional port operations. The partnership is requesting a Better Utilizing Infrastructure to Leverage Development (BUILD) grant of \$26.05 million for the **St. Louis Bi-State Regional Ports Improvement Project** to enhance safety, improve air quality, increase efficient movement of cargo while maintaining regional operational state of good repair for outdated facility infrastructure. The BUILD grant will be matched with 20% of the total construction cost via private sector contribution from SCF Lewis and Clark Terminals, LLC.

Port Infrastructure Needs

As illustrated in Figure ES-1, The **St. Louis Bi-State Regional Ports Improvement Project** will increase or enhance assets at three port terminals located along the Mississippi River along Missouri and Illinois. While rail-served, these St. Louis bi-state regional terminals do not have sufficient track capacity to handle unit trains, thus crippling the competitive advantage of being centrally located in the agricultural heartland just south of the confluence of the Mississippi, Missouri, and Illinois Rivers. Aging intermodal transfer equipment cannot currently handle throughput sufficiently to satisfy unit train requirements for future use. Employee safety enhancement will also enable the facility to meet customer demands for inspection of longer railcars. In addition, these facilities cannot maintain productivity during high water events. In 2019, barge loading/unloading was suspended for 82 days when the Mississippi River was between 30 and 38 feet flood stage.

The Project

The **St. Louis Bi-State Regional Ports Improvement Project** proposes the following regional investments in multimodal infrastructure:

America's Central Port Upgrades in Granite City, IL - \$15.8 million

Improvements include approximately 2050 linear feet of new railroad track, 925 linear feet of paved terminal access roadway, new product receiving belt system (barge to rail), barge loading system replacement, railcar loadout upgrades from storage domes, multimodal transfer equipment (barge, train and truck) modernization, and employee safety upgrades.

St. Louis Port Authority Upgrades in St. Louis, MO - \$9 million

Improvements include 7,350 linear feet of new railroad track, barge loading equipment modernization, river and transfer conveyors replacement, loading shed and support system updates, employee safety upgrades, and necessary improvements to maintain operations during high water conditions up to 40 feet flood stage.

Southwest Regional Port District Upgrades in East St. Louis, IL - \$1.25 million

Improvements include loading shed and electrical system updates, hoist system and barge loading spout upgrades, and necessary improvements to maintain operations during high water conditions up to 40 feet flood stage.

Figure ES-1: St. Louis Bi-State Regional Ports Improvement Project Areas



The **St. Louis Bi-State Regional Ports Improvement Project** supports all of the selection criteria for BUILD grant funding; **benefits received through Project implementation** include:

- Reducing truck emissions, pavement wear, and exposure to the travelling public:
 - Diverting cargo from truck to railroad removes an additional 27,500 trucks from the highways, annually
 - Replacing handling equipment eliminates 1,500 truckloads that circulate within the port facility, annually
 - Accommodating unit trains replaces a minimum of 400 trucks per train
- Reducing emissions up to 56% annually via mode shifts and efficiency improvements at port facilities all within the St. Louis bi-state non-attainment area;
- Investing private sector matching funds at port facilities all within Opportunity Zones (OZ) which also creates nearly 235 temporary jobs in the OZs during construction;
- Increasing resiliency for national export by eliminating annual suspension of barge operations due to high water conditions:
 - 82 days suspended in 2019; upgrades enable 0 days at same flood stage
 - Eliminates diversion of 6,560 train carloads (equivalent to 23 million bushels of corn) having to be shipped by alternative distribution channels
 - Avoids higher freight costs and lower market rates for regional farmers
- Upgrading cargo handling to stay ahead of “Feed to Food” standards anticipated to become even more stringent than the security requirements in place today; and
- Supporting rural economy by expanding export operations where currently 50% of U.S. crops and livestock are produced within a 500-mile radius of this St. Louis bi-state region, including approximately 80% of corn and soybean acreage.

Benefit-Cost Analysis

The Projects’ favorable Benefit-Cost Ratio demonstrates that the benefits associated with the **St. Louis Bi-State Regional Ports Improvement Project** exceed the costs. (See **Table ES-1.**)

Table ES-1: Benefit-Cost Analysis Summary¹

Description	Present Value Benefits	Present Value Costs	Net Present Value	Benefit-Cost Ratio
No Build	(\$537,366)	\$0	(\$537,366)	
Build Scenario	(\$440,113)	(\$22,015)	(\$462,129)	
Difference	\$97,252	(\$22,015)	\$75,237	4.42 : 1

Dollars in Thousands

I. Project Description

A bi-state partnership of public and private parties has led the effort to improve the St. Louis regional port operations and capacity in order to meet the growing freight demand, to attract new shippers and recapture shippers that have diverted to other river ports causing a longer land route to access those ports. While rail-served, the St. Louis regional ports do not have sufficient track capacity to handle unit trains thus crippling the competitive advantage of being centrally located in the agricultural heartland just south of the confluence of the Mississippi, Missouri, and Illinois Rivers. Regional port improvements will have a significant effect on further reducing truck traffic on highways by enabling current customers to use rail rather than truck to access its ports. This compilation of regional upgrades makes intermodal transfers safer and more efficient and makes its port infrastructure more resilient, particularly during high water events.

The proposed St. Louis Bi-State Regional Ports Improvement Project (the Project) will increase or enhance assets at America's Central Port (ACP) in Granite City, Illinois; St. Louis Port Authority, Municipal River Terminal (MRT), in St. Louis, Missouri; and Southwest Regional Port District (ESTL) in East St. Louis, Illinois (Bi-State Port Applicants). See **Figure I**.

The region's strategic location on the Mississippi River is the northernmost lock and ice-free port on the river and offers substantial fleet operations. The St. Louis region is the second largest inland port and the largest inland agricultural port in the world. According to the US Army Corps of Engineering the St. Louis bi-state region's port system handled 37.4 million tons of commodities over the course of the year (2018), a 13.2 percent year-over-year increase. Efficiency has emerged as a hallmark of the region's port system, which is not only the country's second-largest inland port system but also the most efficient. The St. Louis region has also gained recognition as the "Agricultural Coast of America" (Ag Coast) and handles the highest level of capacity anywhere along the Mississippi River. The region is also served by the six North American Class I railroads, the regional switching carrier Terminal Railroad Association of St. Louis (TRRA), and other shortline rail carriers. Cost-effective barge and rail service and modal flexibility provide national reach with its efficiency, carrier reliability, reduced travel times, reduced truck traffic on highways, and competitive transportation costs.

This proposed regional project supports the outlook shared by U.S. Secretary of Agriculture Sonny Perdue when visiting the bi-state region noting, "Logistics and transportation are some of the most important aspects to farming and America's superior inland waterways are critical to our overall agricultural system," Secretary Perdue said. "Water transport is the most efficient, cost-effective transportation for our producers, and our waterways keep the American exporter the most competitive in the world." Also present in the bi-state region, Assistant Secretary of the Army for Civil Works R.D. James added, "This Nation's inland waterways are vital to our economy as they provide cost-effective transportation to producers and manufacturers throughout system while reducing pressure on our overburdened interstate highways," said Assistant Secretary James. "Our inland waterway system is the largest in the world and provides jobs that strengthen American communities and the nation as a whole. This invaluable system is aging; the Corps of Engineers diligently addresses the systems maintenance needs with resources provided to ensure efficient shipment of goods, while continuing to expand partnerships and build new alliances in order to maintain America's

competitive edge in global markets.” The St. Louis bi-state region is a key component to being competitive in the global marketplace providing reliable the reliable transportation infrastructure system noted by U.S. Department Agriculture (2019). The Project will ensure a well-functioning inland waterway system as called upon to support the U.S. economy, specifically agriculture.

SCF Lewis and Clark Terminals LLC provides integrated logistics and barge transportation services to support the St. Louis bi-state region’s inland ports. Because St. Louis is an important intersection point for Class I railroads, multiple highways and the river transportation system, the St. Louis region is able to pull grain from surplus regions in the west and north, funneling grain to the river system via America’s Central Port, St. Louis Port Authority Municipal River Terminal and the Southwest Regional Port District facilities.



America’s Central Port (ACP)

America’s Central Port offers a 1,200-acre multimodal business and industrial campus north of downtown St. Louis in Granite City, Illinois. ACP is located at the heart of the United States transportation network and provides exceptional access to all three major freight transportation modes: river, rail, and roadway. ACP provides access to six Class I railroads, two Mississippi River harbors, and easy access to four major interstate highways (I-44, I-55, I-64, I-70).

Established in 1959 as a special-purpose unit of local government, the mission of ACP is to develop multimodal transportation, create business expansion opportunities, and facilitate and assist in job creation for the region. The Granite City Harbor is a year-round 24-hour slack

water operation handling 2,500 barges and 3 million tons of product each year. The newly opened Madison Harbor at ACP, located just south of Lock 27, provides open river barge navigation to the Gulf of Mexico. In addition to container-on-barge capability, river harbor services include:

- *Fleeting*: The operator fleeting arrangement provides 24-hour barge switching services to accommodate a multitude of commodities.
- *Dry Bulk Terminal*: The facility is designed to handle more than 2 million tons of grain and grain by-products annually.
- *General Cargo Dock*: The facility handles commodities such as steel, metal, fertilizer, and other items transferred from truck or rail.
- *Liquid Bulk*: The facility handles the movement of liquid bulk product, primarily asphalt oil and food-grade oils.
- *Roll-On/Roll-Off Dock*: The facility transfers oversized and overweight items to and from the river to rail or truck.

ACP offers warehouse, office space, and multiple development-ready sites including 1.7 million square feet of warehouse space, 67,000 square feet of office space, and over 150 housing units for lease. The secured industrial park campus is located within Foreign Trade Zone #31, which provides business with import product a competitive edge. In total, ACP and its tenants generated an estimated economic impact on Madison County of over \$282 million in 2012. In terms of employment, the Port District and its tenants are estimated to be responsible for over 1,450 jobs in Madison County, representing total labor compensation of over \$70 million annual. Finally, the total impact on state and local tax revenues is estimated to exceed \$9.6 million each year (2013)¹.

St. Louis Port Authority, Municipal River Terminal (MRT)

The St. Louis Port Authority includes 19 miles of Mississippi River riverfront and over 6,000 acres of industrial, manufacturing, and intermodal commerce in St. Louis, Missouri. Its Municipal River Terminal (MRT) is the only general purpose dock in the region on the west side of the Mississippi River. MRT provides access to the regional switching carrier through the TRRA with service to six Class I railroads, easy access to six major interstate highways, and is located in close proximity to five intermodal facilities.

The mission of the St. Louis Port Authority is to encourage private capital investment by fostering the creation of industrial facilities and industrial parks within the district, increase the volume of commerce, and promote the



¹ The Economic Impact of America's Central Port, RSN Economic Group, May 2013.

establishment of a Foreign Trade Zone. MRT includes 40 acres with a 2,000-foot dock to handle an annual throughput of over 15 million tons. Similar to America's Central Port, MRT also offers river harbor services including fleeting services, dry bulk terminal, general cargo dock, liquid bulk terminal, and a roll-on/roll-off dock.

MRT is located in the heart of the city's industrial zone, referred to as the North Riverfront Commerce Corridor, and is adjacent to multiple warehouse and commercial lease opportunities, including over 90,000 square feet of warehouse space on port property. The terminal handles a wide variety of bulk commodities including salt, steel products, pipes, fertilizer, scrap, grain, aluminum ingots, coal, mulch, magnetite, and project cargo.

Southwest Regional Port District (ESTL)

The Southwest Regional Port District is an emerging 200-acre terminal on the Mississippi River in East St. Louis, Illinois. After receiving state funding support in 2010, ESTL embarked on a \$35 million phase one project to redevelop former industrial sites and begin initial port development. ESTL provides access to the regional switching carrier through the TRRA with service to six Class I railroads, easy access to four major interstate highways, and is located in close proximity to several railyards and intermodal facilities along Illinois Route 3.

Ongoing improvements include construction of two public docks, road and rail infrastructure, a 30,000-square foot bulk fertilizer warehouse, 10-acre concrete pad, cargo cranes, and manufacturing facilities. ESTL currently handles the shipment of dry bulk commodities. When complete, ESTL will support increased commercial traffic on the Mississippi River, booster the regional economy, and relieve traffic and rail congestion across the Midwest. At full build-out, the port is anticipated to support 1,200 direct and indirect jobs.



Figure 1: St. Louis Bi-State Regional Ports Improvement Project Areas



SCF Lewis and Clark Terminals, LLC is the private sector partner that currently manages aspects of operations at the three ports. In addition, SCF Lewis and Clark Terminals provides services to over 75 customers throughout the Midwest. Their success can be attributed to not competing with their client in the market place, nor taking title to any product, and providing seamless service while protecting their identity in the market place. This neutrality and anonymity makes them an ideal private sector partner.

SCF Lewis and Clark Terminals LLC has spearheaded this bi-state public-private effort to seek U.S. Department of Transportation (USDOT) grant monies to help fund this Project. These improvements to the freight infrastructure of the bi-state St. Louis region, which will help to make the most and best use of the Mississippi River as a natural transportation corridor, relieving the stress on other surface transportation networks. The corresponding Benefit-Cost Analysis, a component of the discretionary grant application, will describe and monetize the costs and benefits of the proposed Project.

The proposed improvements will help to make the St. Louis River ports on both the Missouri and Illinois sides of the Mississippi River more competitive, efficient, safe, and resilient. Below is a summary, by geographic area, of the components comprising the St. Louis Bi-State Regional Ports Improvement Project:

Granite City, Illinois - ACP Upgrades: \$15.8 million

The St. Louis Bi-State Regional Ports Improvement Project proposes upgrades to one of ACP's docks and multimodal transfer facilities located along the Chain of Rocks Mississippi River Canal. The upgrades will enhance safety, air quality and efficient movement of cargo while maintaining a state of good repair for outdated facilities as summarized below and identified on **Figures 2 and 3. Table 1** summarizes the cost of construction for each Project component:

- ACP-1:** Replace the dust collection system installed at the Norfolk Southern (NS) railroad and truck transfer operations to contribute to better air quality.
- ACP-2 & 3:** Update rail served buildings to accommodate fall protection for worker safety and service expansion to meet customer demands for inspection of longer railcars.
- ACP-4:** Upgrade the product receiving system to meet efficiency standards for grain by-product volumes and Class I railroad turn times.
- ACP-5:** Replace outdated barge loading system not currently capable of handling full customer production for export, doubling the capacity for agricultural products.
- ACP-6:** Update the railcar loading system at the storage domes to increase efficiency and reducing truckloads from the port roadway network annually.
- ACP-7:** Pave truck haul road to eliminate dust and improve accessibility to the terminal operations from the paved roadway network through the greater port facility.

ACP-8: Extend two NS rail spurs to accommodate unit trains improving efficiency and marketability of the port to the railroads.

In addition, **ACP-9** is located in proximity to another ACP terminal along the Mississippi River just south of the Chain of Rocks Canal. Installation of four grain bins will enable simultaneous handling of railcars and trucks to maximize the full potential and capacity of this transfer facility. Currently trucks have to idle while awaiting rail transfers to be completed before entering the shared facility. The upgrade will accommodate different commodities, if desired, to be handled by rail and truck at the same time.

	Freight Improvement Components	Cost
ACP-1	Replace Dust Collection System	\$0.5 million
ACP-2	Update Rail Building and Facilities	\$1.1 million
ACP-3	Update Rail Building and Facilities	\$1.0 million
ACP-4	Replace Product Receiving System	\$2.0 million
ACP-5	Replace Dock Barge Loading System	\$1.0 million
ACP-6	Install/Update Railcar Loadout System	\$1.5 million
ACP-7	Upgrade Roadway Pavement:	\$0.5 million
ACP-8	Extend Two Existing Railroad Tracks	\$1.2 million
ACP-9	Install Four New Grain Bins	\$7.0 million
	Total	\$15.8 million

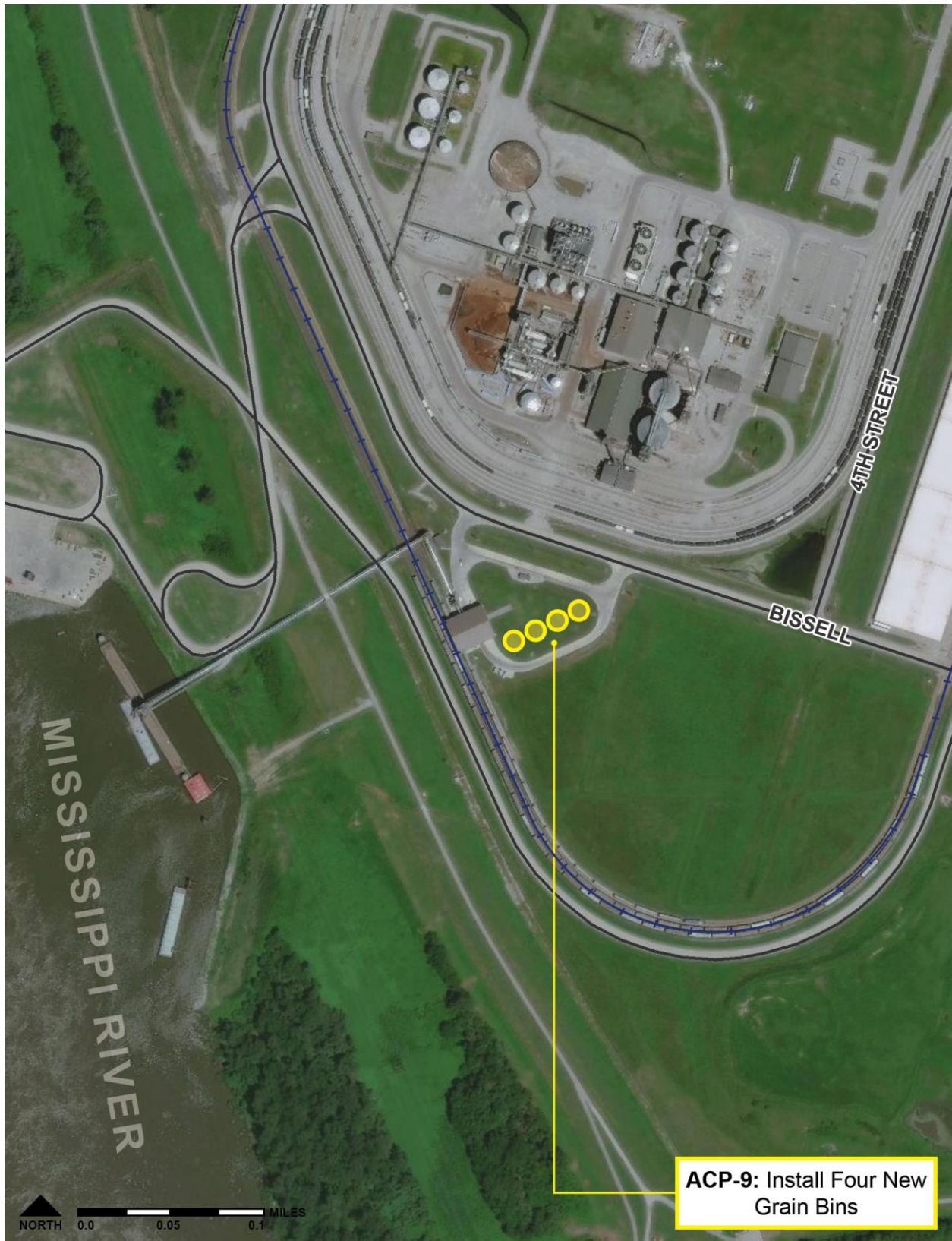
The operations associated with ACP-5 improvements currently handles over 5,000 railcars of agricultural products annually. This capacity keeps over 20,000 trucks off the highways. The proposed state of the art equipment (ACP-5) will increase facility capacity to 10,000 railcars annually and this will remove another 20,000 trucks from the highways for a total annual impact of 40,000 less truck emissions, pavement wear, and exposure to the travelling public. Another 1,500 truckloads within the multimodal facility will be eliminated by the ACP-6 updates to the railcar loadout from the domes. ACP-6 will likewise reduce fuel consumption and emissions. The fall protection components at ACP-2 & ACP-3 not only enhance employee safety but also enable the facility to meet customer demands for inspection of longer railcars.

Much of the equipment at this facility requires upgrade to proactively adjust to increasing demands for efficiency to maintain operational state of good repair. The barge handling equipment (ACP-5) at this facility built in 1968, is past its useful life, and is not capable of handling current volumes clients are producing for export. The existing dust collection system (ACP-1) at the adjacent rail/truck transfer structure was installed in 1976. Newer technology in dust collection systems will promote safety with greater exhaust volumes and improve air quality by filtering the finest of particles when grain is being dumped. This facility is in an EPA pm-10 attainment area, highlighting the importance of upgrading its dust collection system to improve the environment in addition to the air quality benefits of the reduced truck traffic and idling. Paving the roadway at ACP-7 will also help to eliminate dust within the project site. The rail spurs installed in 1960 are no longer sufficient to accommodate the longer fertilizer unit trains as well as manifest cars at this facility. The track extensions at ACP-8 are needed to accommodate current and future demand. Replacing the outdated product receiving system (ACP-4) will enable ACP to efficiently handle grain by-products in volumes that coincide with current grain processors' needs and railroad requirements for turn times of railcars via these improvements.

Figure 2: St. Louis Bi-State Regional Ports Improvement Project Location ACP



Figure 3: St. Louis Bi-State Regional Ports Improvement Project Location ACP



St. Louis, Missouri - MRT Upgrades: \$9.0 million

The City of St. Louis owns this public Mississippi River terminal. The Project proposes to expand the existing rail to accommodate unit trains at the facility with two spurs of adequate length. The upgrades will also enhance efficient movement of cargo by barge as well as enhance employee safety while increasing resilience from flooding as summarized below and identified on **Figure 4. Table 2** summarizes the cost of construction for each Project component:

- MRT-1:** Install approximately 7,350 feet of railroad track to extend two spurs to accommodate unit trains.
- MRT-2:** Modify the barge loading equipment and structure to improve efficiency and enable operations to continue in high water conditions.
- MRT-3:** Replace river and transfer conveyors as well as all supporting systems to increase throughput satisfying unit train requirements for future use.
- MRT-4:** Update the loading shed and facilities including the electrical system, fall protection for worker safety and service expansion to meet customer demands for inspection of longer railcars.

	Freight Improvement Components	Cost
MRT-1	Extend Railroad Tracks to Accommodate Unit Trains	\$3.0 million
MRT-2	Increase Loading Capacity at River Stage	\$0.5 million
MRT-3	Replace River and Transfer Conveyors	\$4.0 million
MRT-4	Upgrade Loading Shed and Facilities	\$1.5 million
	Total	\$9.0 million

The installation of new track to extend the existing spurs within the rail corridor identified for MRT-1 is imperative to becoming a unit train shipper, which is a regional need to elevate the competitive advantage. Current and future customer demand dictates expansion of the rail infrastructure in the region and the MRT facility has the capacity to accommodate additional track that may be fully integrated with the paved development so as not to impede full access to freight trucks, terminal vehicles, and equipment. MRT-3 is necessary to increase the throughput capacity of the conveyor systems to meet the requirements for future unit trains. The fall protection components at MRT-4 not only enhance employee safety but also enable the facility to meet customer demands for inspection of longer railcars.

By modifying current barge loading equipment and structures (MRT-2), this facility will expedite the movement of agricultural products uninterrupted through any high water conditions up to approximately 40 feet flood stage. In 2019 there were 82 days where barge loading and unloading was suspended at MRT and ESTL due to high water resulting in an estimated 6,560 train carloads regionally (equivalent to 23 million bushels of corn) having to be shipped by alternative distribution channels incurring higher freight costs and lower market rates for regional farmers. Facilities will be enhanced to offer capabilities in handling all non-free flowing agricultural products. This will allow the port to be competitive and provide their customers with this service. The ability to increase throughput capacities to accommodate current and future railroad requirements for unit train shipments.

Figure 4: St. Louis Bi-State Regional Ports Improvement Project Location MRT



East St. Louis, Illinois - ESTL Upgrades:

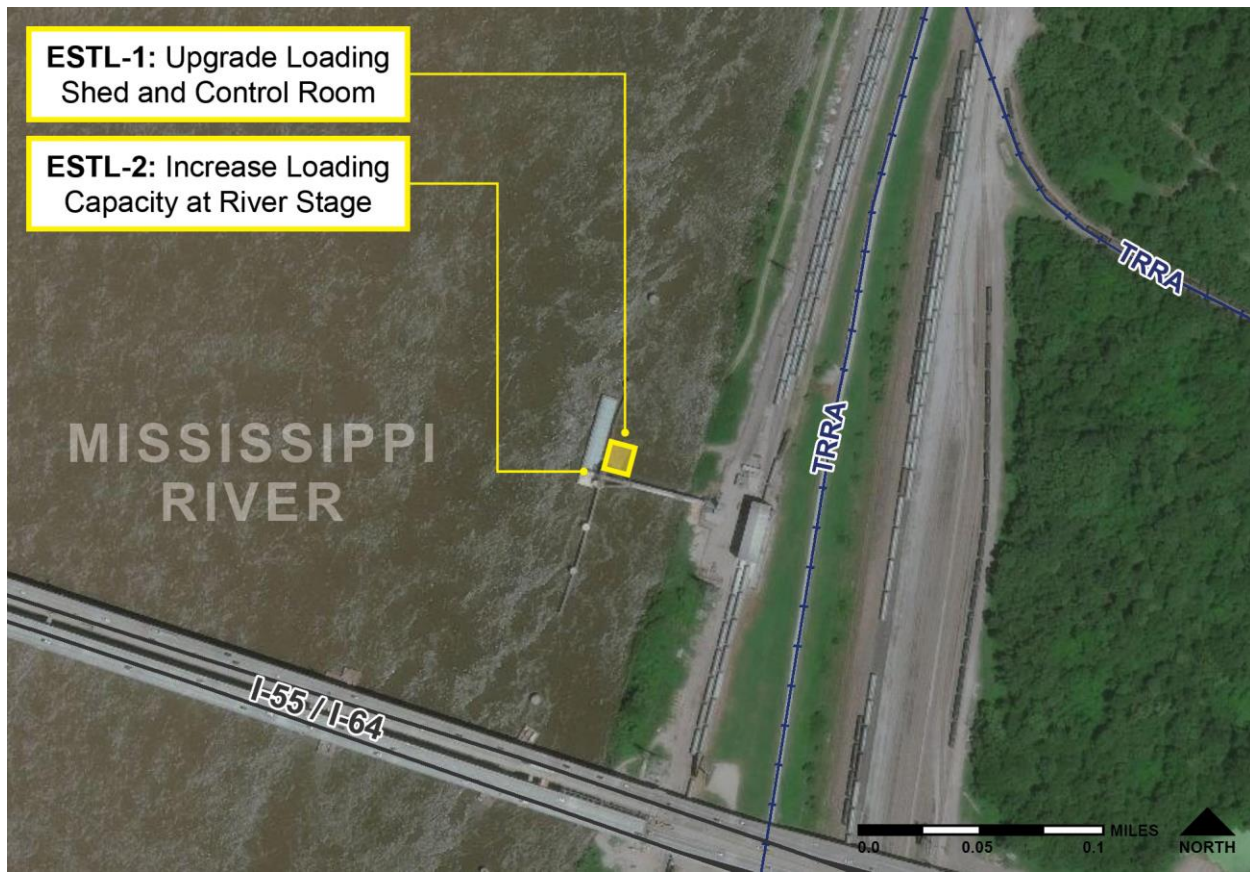
This Southwest Regional Port District facility was built in 1955 and needs updated electrical operating systems for safe operations and to maintain a state of good repair. Like MRT, this facility needs to be modified to handle larger barges in high water conditions. In 2019 there were 82 days where barge loading and unloading was suspended at ESTL and MRT due to high water resulting in an estimated 6,560 train carloads regionally (equivalent to 23 million bushels of corn) having to be shipped by alternative distribution channels incurring higher freight costs and lower market rates for regional farmers. The upgrades will also enhance efficient movement of cargo by barge as well as enhance employee safety while increasing resilience from flooding as summarized below and identified on **Figure 5. Table 3** summarizes the cost of construction for each Project component:

ESTL-1: Update the electrical system at the loading shed.

ESTL-2: Update hoist system and barge loading spout to increase efficiency, handle larger barges and enable operations to continue in high water conditions.

	Freight Improvement Components	Cost
ESTL-1	Upgrade Loading Shed and Control Room	\$0.25million
ESTL-2	Increase Loading Capacity at River Stage	\$1.0 million
	Total	\$1.25 million

Figure 5: St. Louis Bi-State Regional Ports Improvement Project Location ESTL



Project Parties The BUILD Grant award will be matched with 20% of the total construction cost assembled via a private sector contribution by SCF Lewis and Clark Terminals LLC. America’s Central Port will be designated the grant recipient upon award.

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II. Project Location

ACP is located in a generally rural industrial area at the intersection of Illinois Route 3 and W 20th Street in Granite City, Illinois with multiple vehicle access points along Illinois Route 3. MRT is located in Missouri on the west side of the Mississippi River in an industrial area just north of the I-70/I-44 Interchange. Vehicle access to the river terminal is by way of Branch Street or N. Market Street. The Southwest Regional Port District is in Illinois just north of I-64 Poplar Street Bridge on the east side of the Mississippi River. Vehicle access is by way of Front Street.

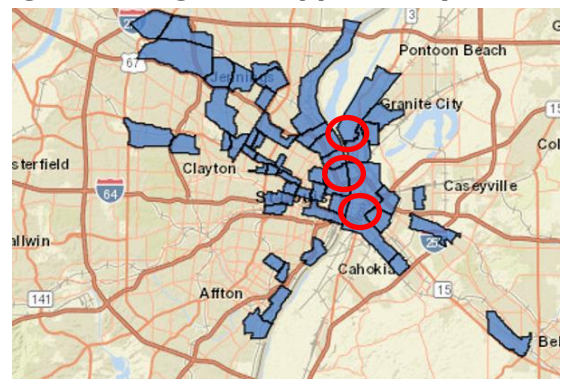
America’s Central Port (ACP) in Granite City, Illinois: 38.7094° Latitude 90.1731° Longitude
 Municipal River Terminal (MRT) in St. Louis, Missouri: 38.6477° Latitude 90.1828° Longitude
 Southwest Regional Port District (ESTL) in East St. Louis, Illinois: 38.6189° Latitude 90.1786° Longitude

Opportunity Zones

All three port terminals are located within Opportunity Zones.

○ = St. Louis Bi-State Regional Ports Improvement Project Port Terminal Locations

Figure 6: Regional Opportunity Zones



III. Grant Funds, Sources and Uses of all Project Funding

The total amount of funds required to construct the regional Project are \$26,050,000. A breakdown of the costs is shown in **Table 4**. America’s Central Port, St. Louis Port Authority, Municipal River Terminal, and Southwest Regional Port District are seeking to fund this project with 80% of Federal Dollars as shown in **Table 5**.

Table 4: Total Project Construction Costs		
Freight Improvement Components		Cost
ACP (Illinois)		Subtotal \$15.8 million
ACP-1	Replace Dust Collection System	\$0.5 million
ACP-2	Update Rail Building and Facilities	\$1.1 million
ACP-3	Update Rail Building and Facilities	\$1.0 million
ACP-4	Replace Product Receiving System	\$2.0 million
ACP-5	Replace Dock Barge Loading System	\$1.0 million
ACP-6	Install/Update Railcar Loadout System	\$1.5 million
ACP-7	Upgrade Roadway Pavement:	\$0.5 million
ACP-8	Extend Two Existing Railroad Tracks	\$1.2 million
ACP-9	Install Four New Grain Bins	\$7.0 million
MRT (Missouri)		Subtotal \$9.0 million
MRT-1	Extend Railroad Tracks to Accommodate Unit Trains	\$3.0 million
MRT-2	Increase Loading Capacity at River Stage	\$0.5 million
MRT-3	Replace River and Transfer Conveyors	\$4.0 million
MRT-4	Upgrade Loading Shed and Facilities	\$1.5 million
ESTL (Illinois)		Subtotal \$1.25 million
ESTL-1	Upgrade Loading Shed and Control Room	\$0.25million
ESTL-2	Increase Loading Capacity at River Stage	\$1.0 million
		Total \$26, 050,000

Table 5: Grant Funds and Sources	
BUILD Funds Requested	\$20,840,000
Match – Public-Private Partnership	\$ 5,210,000
Total Project Cost	\$26,050,000
Sources & Uses of Project Funds	A combination of BUILD (\$20.84 million) and public-private partnership (\$5.21 million) funds will be used for construction of freight infrastructure improvements described in Table 2.
Percentage of Project Costs Paid with BUILD Funds	80%
Percentage Shares of All Parties Providing Funds	20% match commitment from SCF Lewis and Clark Terminals, LLC

IV. Selection Criteria

Primary Selection Criteria

a. Safety

The Project directly addresses BUILD’s safety objective. There are direct benefits to improving employee safety at the facilities as well as indirect impacts to regional safety. The fall protection components not only enhance employee safety but also enable the facility to meet customer demands for inspection of longer railcars. The updated fall protection will be compatible with longer railcars, allow safe inspections of products in/on railcars, and allow the ports to safely handle non-free-flowing agricultural products. Paving the truck access roadway and replacing the dust collection system with state of the art technology will improve the air quality for the workers and the region at large. The St. Louis Bi-State Regional Ports Improvement Project also leads to a significant reduction in truck traffic. Reducing truck miles equates to a reduction in the number of highway truck crashes. Below is a summary of the anticipated reduction in truck volumes associated with the Project:

- Improvements to MRT result in a reduction of 7,500 truckloads annually;
- Improvements to ACP result in a reduction of 20,000 truckloads annually and remove another 1,500 truckloads from circulating within the port facility annually; and
- Accommodations for future unit trains will be equivalent to a future reduction of nearly 400 truckloads for each unit train served.



Food safety is a very important issue for terminal customers and the port terminals themselves as both are accountable by audit an annual basis to insure proper procedures are followed with the cargo. Updating the cargo handling will enable the St. Louis bi-state region to stay ahead of “Feed to Food” standards anticipated to become even more stringent than may be accommodated by the processes in place today.

b. State of Good Repair

By focusing investment on critical existing freight-related transportation assets in need of upgrades, the Project directly addresses BUILD’s state of good repair objective. Without the improvements to the ACP, MRT and ESTL facilities outlined in this application, the region will:

- be unable to contribute to a robust regional economy heavily dependent on trade and commerce and;
- struggle to provide the region with safe and efficient freight movement and;
- be unable to compete as effectively in shipping cargo to global destinations.

Consistent with Efforts to Maintain Transportation Systems in a State of Good Repair

The Project greatly improves the operational efficiency of the existing infrastructure within the regional freight network. America’s Central Port, St. Louis Port Authority, Southwest Regional Port District and SCF Lewis and Clark Terminals, LLC are committed to maintaining the vehicle/rail/barge access and multimodal transfer equipment through dedicated maintenance funds; however, needs exceed the scope of routine maintenance and replacement is in order.

This Project will modernize the equipment utilized at the port facilities. The ACP rail spurs were installed in 1960 and are insufficient in accommodating the growing length of fertilizer unit trains as well as the magnitude of manifest cars. The barge handling equipment at ACP was built in 1968, and cannot handle cargo at a pace that meet customers’ demand for greater efficiency. Additionally, the existing dust collection system at the adjacent rail/truck transfer structure was installed in 1976. The ESTL facility built even early, 1955, and operations will benefit from replacement of the loading shed and support systems including electrical system. All of the port improvements outline in this application will eliminate functional limitations that impact efficiency and contribute to maintaining the operational state of good repair for the St. Louis bi-state regional freight network.

Assets that Threaten Future Economic Growth Due to Poor Condition

Outdated infrastructure can adversely impact regional economic growth if customer demands may not be adequately served. For example, grain shippers in Decatur, Illinois, have been shipping about 20,000 rail carloads annually to a multimodal facility in Mound City, Illinois, to load grain onto barges on the Ohio River. Because of the shorter distance by rail from Decatur, Illinois from ACP vs. Mound City, shippers and farmers would benefit from reduced cargo shipment costs. See **Figure 7**. The Project



Figure 7: Proximity to Decatur, Illinois by Rail

will significantly improve capacity for handling manifest trains at ACP, therefore, providing an attractive alternative for the grain shippers in Decatur. This will save not only fuel and labor, but will also save train equipment costs by reducing the stress on the system.

c. Economic Competitiveness

By focusing investment on the transportation projects outlined in this application, the BUILD discretionary funds enhance the economic competitiveness in the bi-state St. Louis region as well as the nation including international trade. Without these funds, the Co-Applicants will:

- be unable to experience growth in its regional economy;
- be unsuccessful in efficiently and safely moving cargo; and
- be unable to compete as effectively in shipping cargo to global destinations.

Decrease Transportation Costs and Improve Access

ACP's South Port currently has one truck dump, which cannot be used when a train is being unloaded. A second truck dump is available; however, without a direct connection to a commodity it is not functional. The four new grain bins at ACP-9 in conjunction with the underutilized secondary truck dump capacity will allow the facility to handle both railcar unloading and truck unloading of the same or different commodities simultaneously. Currently, when trucks arrive at the port while a train is unloading, the truck drivers wait until the train's unloading is complete which causes significant wait times (over an hour) during which the shippers incur the cost of trucks idling. The Project will eliminate the wait times associated with the shared equipment and will improve access to the grain to be handled via the four new bins.

Just as there are transportation cost savings associated with the reduced labor time, the modal shift from truck and to rail also generates transportation equipment savings and reduced fuel costs for transport.

Improve Long-term Efficiency in Movement of Cargo

Adding track extensions, new spurs, replacing barge loading systems, increasing materials handling capabilities for truck and rail, and upgrading transfer conveyors enhance the efficiency of freight shipping operations along the Mississippi River in the bi-state St. Louis region. The Project will reduce delay and promote the movement of cargo through this prominent corridor – the Ag Coast. The Project will also reduce the cost of cargo being transported to the Gulf of Mexico for exportation.

Resilience is imperative to cargo movement. The Project will upgrade the barge loading infrastructure and equipment at MRT and ESTL, make them more resilient to high water conditions by allowing them to remain in operation during high water events up to 40 feet.

In 2019, there were 82 days where the Mississippi River was between 30 and 38 feet flood stage, suspending MRT and ESTL barge loading/unloading. During the suspension, the ports lost

an estimated 6,560 rail carloads of grain, the equivalent of 22,960,000 bushels of corn. At 200 bushels per acre, that equates to 114,800 acres of corn. The average farm is 444 acres, so the lost traffic represents the yield of 258 farms.

Since the 2019 flooding was considered a 100-year flood, theoretically, the probability of it recurring is just 1% each year. Unfortunately, “St. Louis seems to have at least a few 100-year events annually...With climate change, the Midwest is experiencing more frequent severe precipitation events, which means more snow in the winter and rain in the spring, which is a deadly recipe for Mississippi River flooding.”²

Precision Scheduling

SCF Lewis and Clark Terminals, LLC, America’s Central Port, The St. Louis Port Authority and the Southwest Regional Port District understand the railroads’ (their customers) guiding tenets of operating under precision scheduling. Precision railroading is guided by five principles: Service, Cost Control, Asset Utilization, Safety and People. Operating more efficiently and safely provides a higher quality of service, which equals greater profits. The Project will modernize equipment implementing efficient operations, responding directly to how their railroad clients operate. The region will then become more competitive in attracting railroad business.

Allow for Net New Investments Especially in Rural Areas

The project is located within an Urban Area, but the nature of the commodities that are shipped from the ports support the adjacent rural areas. Currently 50% of U.S. crops and livestock are produced within a 500-mile radius of this St. Louis bi-state region, including approximately 80% of corn and soybean acreage. The St. Louis bi-state region is home to the headquarters of the National Corn Growers Association, United Soybean Board and American Soybean Association.³ The region has a robust economic development plan and the Project will help the community expand freight operations serving the Ag Coast in a way that retains and grows its economic competitiveness nationally while supporting the local grain producers who ship commodities via these ports.

Private Economic Development

Because the Project is funded by a public-private partnership, not only will it produce benefits for the bi-state St. Louis region as whole, but it will also support private enterprise. All of the Project components are located in Opportunity Zones. Opportunity Zones are designed to revitalize economically depressed areas by encouraging private development, which is achieved through the SCF Lewis and Clark Terminals, LLC investment.

² Olivia Dorothy (May 14, 2019), *Floods on the Upper Mississippi in 2019*, AMERICAN RIVERS, [Americanrivers.org/2019/05/life-on-the-upper-mississippi-in-2019/](https://www.americanrivers.org/2019/05/life-on-the-upper-mississippi-in-2019/)

³ <https://www.thefreightway.com/ag-coast-of-america-now-has-all-the-ingredients-in-place-to-feed-the-world/>

d. Environmental Protection

The upgrades comprising the St. Louis Bi-State Regional Ports Improvement Project directly address sustainability by:

- improving efficiency through key freight corridors; and
- promoting mode shift to rail and river to reduce emissions and improve air quality.

Improves Energy Efficiency, Reduces Dependence upon Oil, and Reduces Greenhouse Gas Emissions

The Project is within the counties in the St. Louis region that have been designated by the EPA as not attaining the 2015 eight-hour ozone standard of 70 parts per billion (ppb). In addition to ground-level ozone, the other criteria pollutants in the NAAQS are also tracked and monitored according to their own standards.

The capacity improvements provide for freight movement that is more efficient. The Project incorporate elements that will remove trucks from the highway. “Shipping goods by barge produces the least amount of carbon dioxide emissions. Ton-miles per gallon is an industry standard used to measure mode efficiency. A ton-mile shows how far each mode moves a ton of cargo for every gallon of fuel consumed. Barges have the capacity to move one ton of cargo 576 miles per gallon of fuel. In comparison, a railcar would move the same ton of cargo just 413 miles, and a truck only 155 miles. In terms of CO₂ produced per ton of cargo moved, inland barges have a significant advantage over trains and trucks. Barge shipping has a CO₂ emissions factor of 16.41 grams per ton mile compared to 171.83 for trucks.”⁴

Air Quality will be improved with The Project. The Project will implement the best technology available to improve air quality. In addition, the capacity improvements doubling the railcar handling from 5,000 to 10,000 will remove another 20,000 trucks from the highways resulting in less truck emissions and fuel consumption. Within ACP, movement of another 1,500 truckloads within the multimodal facility will be eliminated the Project upgrades thus further reducing emissions. Furthermore, the installation of the grain bins will enable both railcar unloading and truck unloading of the same or different commodities simultaneously via the underutilized secondary truck dump this eliminating truck idle times in excess of one hour currently occurring for nearly 200 trucks per day.

The non-attainment status further highlights the importance of upgrading its dust collection system and implementing the additional capacity upgrades to improve the environment. Minimized truck and rail miles coupled with eco-friendlier river miles will reduce greenhouse gases (CO₂), volatile organic compounds (VOC), nitrogen oxides (NO_x), and particulate matter (PM). In addition, updated dust collection systems and paved hauling roads can be

⁴ <http://blogs.edf.org/texascleanairmatters/2015/12/03/the-greener-side-of-freight-transportation/>

expected to the Project's significant reduction of air pollutants and overall increase in air quality.

For example, the Project will shorten shipping routes by railroad and eliminate some short-haul trucking. Those two components of the improvements alone will reduce emissions as follows:

- CO₂: 54% reduction annually, approximately 90,731.2 metric tons over 20 years
- VOC: 56% reduction annually, approximately 14,898 metric tons over 20 years
- NO_x: 55% reduction annually, approximately 397.703 metric tons over 20 years
- PM: 56% reduction annually, approximately 7.642 metric tons over 20 years

e. Quality of Life

The shorter rail route to ACP, rather than to CTLC in Mound City, will not only save fuel, but will also save train crews (i.e., engineer and conductor) time, thus adding to the quality of life for the employees. The modal difference between truck and rail will also save transportation worker hours since every truck needs a driver, while a 2-man train crew moves many railcars at a time and each railcar can hold as much as four (4) trucks.

Enhance User Mobility through Creation of More Options

The bi-state St. Louis region serves as one of the largest inland freight hubs in the nation. At the confluence of three navigable rivers, the border between the east and west coast railroads, and with its four interstate highways and four interstate linkages, the St. Louis region's central location and robust infrastructure afford many advantages for shippers, including the northernmost lock-free and ice-free ports on the Mississippi River to and from the Gulf of Mexico. The region is also located at the confluence of the continent's two largest rivers. Four interstates with national access, six Class I railroads, and two international cargo airports contribute to the region having the third highest volume rail hub and the third highest volume multi modal hub. As a result, the region handles a large proportion of the nation's inland freight (STL Freightway, 2019).

By enhancing the barge handling equipment, the region will excel in continuing growth as one of the largest strategic port shipping areas in the nation. The Project will also provide the infrastructure for the Class I Railroads to serve the ports by unit trains in the bi-state St. Louis region.

Improve Existing Transportation Choices by Enhancing Connectivity

The Project enhances connectivity by removing trucks off highways, thus reducing congestion and allowing for the community to more efficiently and safely access jobs, healthcare and other critical destinations.

Decrease Transportation Costs

Decreased highway traffic, such as the shifting of truck traffic to rail and barge, described earlier, also affects other highway costs besides maintenance, specifically congestion and noise.

Congestion costs include, but are not limited to, the value of individuals' time that could otherwise be spent at work or leisure, excess fuel usage and emissions, more accidents and greater wear and tear on trucks. Noise costs include impacts to health, productivity, quality of life and the natural environment. By removing trucks off of highways, noise from truck travel is reduced which could indirectly reduce transportation costs.

Secondary Selection Criteria

f. Innovation

America's Central Port, St. Louis Port Authority, and Southwest Regional Port District are committed to incorporating sustainable innovations in the design and construction of this project. "Best Management Practices" control erosion from the site and reduce the amount of pollution reaching the region's waterways. Construction methods will take advantage of advances in sustainable building and materials recycling to the extent possible. The state of the art dust collection technology will be the best available technology in order to promote safety with greater exhaust volumes and improve air quality by filtering the finest of particulate matter when grain is being dumped. The project will also implement the latest technology in barge handling systems to improve efficiency and enable operations to continue in high water conditions.

Project delivery innovations may include proactive Qualifications-Based Selection (QBS) for the prospective design consultant to expedite the selection process upon receiving an award and Design Build may be considered as a strategy advantageous to the implementation schedule.

g. Partnership

The Project is to be jointly implemented by public-private partnership between America's Central Port, St. Louis Port Authority, Southwest Regional Port District and their private sector partner, SCF Lewis and Clark Terminals.

This application has broad support from all levels of leadership striving to promote development and sustainability in the Bi-State St. Louis Regional Ports Improvement Project area. An Intergovernmental Agreement between Illinois Department of Transportation, Madison County, Illinois with the Leadership Council Southwestern Illinois produced the Southwestern Illinois Freight Transportation Study (2015). This Project aligns with one of the key findings that "The combination of reliable river barge service and access to six Class I North American railroads creates substantial opportunities for bulk and break-bulk transload services serving Midwest, Gulf Coast, and International markets." This Project addresses opportunities identified in the report thus advancing the purpose of this regional collaboration. Although this was an Illinois effort, the data and analysis encompasses the St. Louis Bi-State region in its entirety.

Included as **Appendix A** to this application are letters of support from the following individuals and organizations:

- Senator Richard Durbin (D-IL) – Senate Minority Leader
- Senator Tammy Duckworth (D-IL) – Transportation and Safety Subcommittee
- Congressman Mike Bost (R-IL) – House T&I Committee
- Congressman Rodney Davis (R-IL) – House T&I Committee
- Congressman John Shimkus (R-IL) – House Energy and Commerce Committee
- Senator Roy Blunt, (R-IL) – Commerce, Science and Transportation Committee
- Congressman Sam Graves (R-MO) – House T&I Committee
- Congressman Lacy Clay (D-MO)
- Congressman Blaine Luetkemeyer (R-MO)
- Mayor Lyda Krewson – City of St. Louis
- St. Clair County Economic Development
- America’s Central Port
- St. Louis Port Authority
- Inland Rivers Ports and Terminals, Inc.
- The Chamber of Commerce – Southwest Madison County
- St. Louis Regional Freightway

V. Environmental Risk Review

a. Technical Feasibility

The regional Project is technically feasible and constructible. Preliminary Engineering has been completed for these projects. No significant construction challenges are associated with the Project. Utility relocations are anticipated to be minor and will be coordinated with the appropriate utility owners and cleared prior to the award of the contract. No additional right-of-way acquisition is required and matching funds are secured. The Project applicant and its private sector partner have experience delivering the scope of work described for the Project.

b. Project Schedule

The St. Louis Bi-State Regional Ports Improvement Project outlined in this application are slated to begin construction in January 2022, in advance of the September 30, 2022 obligation deadline, with completion on or before December 2023, well in advance of the September 30, 2027 expenditure deadline. No right-of-way acquisition will be required. Key milestones are referenced in Table 6 below.

Final Design	October 2020 – June 2021
NEPA Clearance Approval	March 2021
Bid Project	September 2021
Construction Commences	January 2022
Construction Completion	December 2023

c. Required Approvals

The proposed scope of the Project is within fully developed/disturbed port facilities (no right of way acquisition required). It typically would not individually or cumulatively have a significant effect on the human and natural environment and generally would not require the preparation of either an environmental impact statement (EIS) or an environmental assessment (EA). Therefore, it is anticipated that the Project will qualify as a Categorical Exclusion and associated

resource evaluations have been organized for environmental analysis as required under the National Environmental Policy Act (NEPA) and provided in **Appendix B**. In the Draft Categorical Exclusion worksheet, a sufficient level of documentation is available to help inform USDOT to concur that a Categorical Exclusion is the appropriate NEPA class of action and instill confidence in the NEPA readiness of the Project. Prior to the completion of final design, federal agency concurrence will be obtained to meet the NEPA requirements to obtain environmental clearance approval.

d. Assessment of Other Potential Project Risks and Mitigation Strategies

Project risks that could potentially be associated with the proposed project are outlined below:

Procurement delays: Any delays that might be associated with the procurement process will likely involve the procurement of engineering and construction contractor services. However, delays on these procurement items are not expected. America's Central Port, St. Louis Port Authority, and Southwest Regional Port District have expertise in procuring similar services for all types of state and federally funded transportation projects. America's Central Port, as the primary point of contact and grantee, has the ability and experience managing grant funds; cover cost overruns and operating deficits; and maintain and operate federally funded construction projects. The Co-Applicants may consider Qualifications-Based Selection (QBS) for the prospective design consultant to expedite the selection process upon receiving an award. In addition, Design Build may be considered as a strategy advantageous to the implementation schedule.

Environmental uncertainty: No adverse environmental impacts are anticipated based on the preliminary NEPA evaluation completed and documented as a Draft Categorical Exclusion in **Appendix B**. Coordination with the appropriate federal agency lead will be initiated immediately upon notification of award. Due to the scope of the Project and its locations, it is anticipated that coordination with United States Army Corp of Engineers and United States Coast Guard will be conducted without impacting the implementation schedule.

Increases in real estate acquisition cost: Acquisition of right-of-way is not anticipated for this project. All construction activities will occur on existing port-owned property.

Availability of local match: The project will be financed through a combination of the BUILD funding award of \$20.84 million and \$5.21 million matching funds secured from the Project's private sector partner, SCF Lewis and Clark Terminals, LLC.

Lack of legislative approval: No legislative authorization is required for the proposed project to commence; however, the Project has received legislative endorsements expressed in letters of support provided in **Appendix A**.

VI. Benefit Cost Analysis

Summary of Net Benefits The value of each benefit over the entire 20-year analysis period is illustrated in **Table 7**. A detail of the specific benefits by year is found in the **Appendix C**.

Table 7: Net Benefit Analysis Summary
(\$ in Thousands)

Description	No Build Scenario	Build Scenario	Benefit
Fuel Consumption	(\$73,098)	(\$45,159)	\$27,938
Transportation Labor	(\$42,423)	(\$9,159)	\$33,264
Land Transportation Equipment	(\$49,682)	(\$17,043)	\$32,639
Barge Costs	(\$843,464)	(\$705,395)	\$138,069
Highway Crashes	(\$344)	(\$57)	\$287
Transportation Network Maintenance	(\$13,919)	(\$8,567)	\$5,352
Emissions (CO ₂ , VOC, NO _x , PM)	(\$22,956)	(\$15,762)	\$7,194
Residual Value	\$0	\$3,360	\$3,360
Operating Costs	\$0	(\$22,583)	(\$22,583)
Total Net Benefits:	(\$1,045,884)	(\$820,365)	\$225,519
PV, Discounted (7%):	(\$537,366)	(\$440,113)	\$97,252

Net Present Value and Benefit-Cost Ratio Details of the costs and various benefits by year related to the “No Build” and “Build” scenarios over the 20-year analysis period can be seen in the **Appendix C**. The difference in the present values of these cash and cash equivalent flows is the basis of the net present value (NPV) and benefits-cost (B-C) ratio for the project. The project’s NPV and B-C ratio both meet the threshold for viability (i.e., NPV greater than \$0 and B-C ratio greater than 1.0). **Table 8** summarizes the costs and benefits of the baseline (“No Build”) and the “Build” scenarios. Present values (PV) are calculated using a 7% discount rate.

Table 8: Benefit-Cost Analysis Summary

Description	PV Net Benefits	PV Costs	NPV = Benefits + Costs	B-C Ratio
No Build Cashflows	(\$537,366)	\$0	(\$537,366)	
Build Scenario Cashflows	(\$440,113)	(\$22,015)	(\$462,129)	
Difference	\$97,252	(\$22,015)	\$75,237	4.42 : 1

RES. 22-PT-14, ATTACHMENT C
AGREEMENT FOR INVESTMENT AND OWNERSHIP OF CERTAIN ASSETS
UNDER THE BUILD TRANSPORTATION GRANTS PROGRAM

ST. LOUIS BI-STATE REGIONAL PORTS IMPROVEMENT PROGRAM
PROJECTS LOCATED AT AMERICA'S CENTRAL PORT DISTRICT, CITY OF ST.
LOUIS PORT AUTHORITY, AND EAST ST. LOUIS, ILLINOIS

MARAD FY 2020 BUILD Grant No. 693JF72140019; 7069MC143O 2021
ISL2140019 0000150002 41010 61006600

This Investment and Ownership Agreement for the 2020 BUILD Grant (hereinafter referred to as the "Agreement") is entered into by and between America's Central Port District, a special-purpose unit of local government established by the Illinois Legislature under 70 ILCS 1860 with their principal office located at 1635 W First Street, Granite City, IL 62040 ("Grantee"), City of St. Louis Port Authority, a political subdivision of the State of Missouri, with their principal office located at 1520 Market Street, Suite 2000, St. Louis, Missouri, 63103 ("Partner"), and SCF Lewis and Clark Terminals LLC, a Delaware limited liability company that is authorized to do business in Missouri and Illinois, with its principal office located at 727 North First Street, Ste 600, St. Louis, MO 63102, ("Operator"). This Agreement reflects actions by the Grantee, Partner and the Operator necessary to undertake and complete all components of the project located at the Municipal River Terminal located within the Partner's jurisdiction, East St. Louis, IL and at America's Central Port District.

The initial, base BUILD Grant Agreement includes a total project amount of \$26,050,000 of which 80 percent (\$20,840,000) is anticipated to be funded by the federal government, and 20 percent (\$5,210,000) is required to be funded through a local match by SCF Lewis and Clark Terminals LLC. Though there is no guarantee, additional funds may be made available by the federal government to fund anticipated cost overruns, and it is expected that the 80/20 match will apply to those funds. The final BUILD Grant Agreement denoting project scope, payment percentages and federal requirements is incorporated as Exhibit A.

The Operator hereby agrees to:

1. Undertake all actions necessary to timely complete all project components for which it is responsible.
2. Pre-fund an account in an amount no less than the local match (\$5,210,000) stated for all project components.
3. Pay local match (\$5,210,000) and all costs associated with the local match as they relate to all project components.
4. Allow Grantee to act as the fiduciary agent to withdraw funds in the pre-funded account for the purpose of accomplishing the project, and to deposit funds in that account received by reimbursement from the federal government.
5. Pay cost overruns (amount is unknown at this time), or the local share of cost overruns, if the federal government funds their anticipated 80 percent portion of the overruns.
6. Undertake all design components at all project locations at its own expense (and outside of the Grant).
7. Receive design approval from the Grantee and/or the Partner for any projects to be constructed on their property, as appropriate, and in advance of construction.
8. Hire a firm(s) of its choice to oversee all aspects of the project components, and pay for those services outside of the Grant.

9. Obtain, or otherwise ensure that necessary local, state, and federal permits are obtained by contractors and subcontractors as appropriate.
10. Obtain property owners' permission if necessary to stage materials on property not under Operator's control.
11. Act as liaison and coordinator by and between interested parties under the Grant and the public.
12. Relinquish ownership of physical assets funded by the Grant to the Grantee or Partner, if so required by the Grant.
13. Continue ownership and ongoing maintenance of any Grant-improved assets already owned by the Operator, for a period of time prescribed by the Grant.
14. Timely provide information to the Grantee that is required by the Grant.
15. Participate in ongoing progress meetings and include Grantee and Partner in meetings, where appropriate.
16. Provide ongoing data for reporting purposes to Partner or Grantee for a period not to exceed five years following completion of construction.
17. Furnish copies of all final project documents and as-builts to Grantee and Partner, as applicable.
18. Adhere to any and all requirements specified in the BUILD Grant Agreement.

The Partner agrees to:

1. Review its own internal policies and procedures, as well as City of St. Louis ordinances for the development of bidding requirements, and to submit those requirements to the Grantee.
2. Provide for and follow its own procedures for appropriately allowing the bidding of the projects so that contractor selection issues are kept to a minimum.
3. Review and provide information about ownership of the land and facilities to be improved. Engage in good-faith efforts as needed to ensure consent from other, non-parties with interests in the land or facilities.
4. Allow the project(s) to be constructed on land which Partner manages, if applicable.
5. Provide for the balance of funds needed to complete the projects on its property, in the event that the Operator defaults or is behind in its payments.
6. Assist with securing City of St. Louis Board of Public Service approval for design and construction components at the Municipal River Terminal project locations, if applicable.
7. Timely provide information to the Grantee that is required by the Grant.
8. Participate in ongoing progress meetings for projects located within its jurisdiction.
9. Accept ownership of assets to the extent permitted by law and if so determined by the Grant, and work with the Operator to ensure that an ongoing maintenance plan is established.
10. Provide any ongoing reporting in a timely fashion to the Grantee following construction activities, for a period not to exceed five years.
11. Assist the Grantee to undertake the projects identified on land which Partner manages on behalf of the City of St. Louis.
12. Review the final design and provide a sign-off prior to the bidding of each project component.
13. Handle all review and approvals at its Port Authority Commission meetings.
14. Adhere to any and all requirements specified in the BUILD Grant Agreement to the extent permitted by law.

The Grantee agrees to:

1. Incorporate Partner-provided bidding requirements into the bid packet, and ensure, to the extent possible, that those requirements are met in the bid.
2. Invite appropriate entities to participate in ongoing progress meetings for projects located in their respective jurisdiction

3. Where not provided for in construction engineering services by outside firms, provide periodic construction oversight.
4. Act as the fiduciary agent for the Grant by reviewing pay applications, requesting and reviewing certified payrolls, reviewing progress, and making payments to the contractors.
5. No more than once monthly, request reimbursements at the approved percentages from the Maritime Administration in the format and electronic system they prescribe, detailing the paid Contractor Pay Applications for the project.
6. Provide for the balance of funds needed to complete the projects on its property, in the event that the Operator defaults or is behind in its payments.
7. Working with the Operator-supplied design firms, undertake the preparation of the bid specs for all project components, advertise and solicit bidders and hold public bid openings for the project components.
8. Provide data and usage reports of the improved facilities to the Maritime Administration for a period not to exceed five years following construction.
9. Review and determine whether certain project components can be combined at different project locations in an effort to provide better pricing.
10. Hire the lowest responsible bidder for each project component.
11. Adhere to any and all requirements specified in the BUILD Grant Agreement to the extent permitted by Law.

Approved and Agreed To as of the Date(s) below:

Operator,
SCF Lewis and Clark Terminals LLC

Partner,
City of St. Louis Port Authority

Grantee,
America's Central Port District

Signature

Signature

Signature

Print Name

Print Name

Print Name

Date

Date

Date

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM

MARAD FY 2020 BUILD Grant No. 693JF72140019

7069MC143O 2022 1SL2140019 0000150002 41010 61006600 — \$20,840,000

This agreement is between the United States Department of Transportation (the “USDOT”) and the America’s Central Port (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a BUILD Grant for the St. Louis Bi State Regional Ports Improvement Project.

The parties therefore agree to the following:

Article 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2020 BUILD Transportation Grants Program: MARAD Projects,” dated June 15, 2022, which is available at <http://go.usa.gov/xJE9B>. Articles 8–24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

2.1 Application. The application for funding was dated May 18, 2020 and titled “St. Louis Bi-State Regional Ports Improvement Project.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

2.2 Project. In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.

2.3 Federal Award and Federal Obligation.

The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$20,840,000 and obligates that amount for the budget period.

2.4 Award Dates.

Budget Period End Date:	September 1, 2027
Period of Performance End Date:	March 30, 2031
Estimated Closeout Date:	March 30, 2032

2.5 Urban or Rural Designation. The USDOT hereby designates this to be an award to a project in an urban area.

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number: **693JF72140019**

Article 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project’s Statement of Work. (See Attachment A for additional details).

This Project will include improvements new railroad track, paved terminal access roadway, new receiving belt system (barge to rail), multimodal transfer equipment (barge, train, and truck) modernization, electrical system updates and improvements to maintain operations during high water conditions up to 40 feet flood stage.

3.2 Project’s Estimated Schedule.

Milestone	Schedule Date
Planned NEPA Completion Date:	June 30, 2022
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	October 1, 2022
Planned Construction Start Date (Component 1):	January 1, 2023
Planned Construction Substantial Completion Date (Component 1):	December 31, 2026
Planned Construction Start Date (Component 2):	February 1, 2023
Planned Construction Substantial Completion Date (Component 2):	December 31, 2026
Planned Construction Start Date (Component 3):	April 1, 2023
Planned Construction Substantial Completion (Component 3):	June 30, 2024

3.3 Project’s Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
BUILD Grant Amount:	\$20,840,000
Local Funds:	\$8,210,000
Total Eligible Project Cost:	\$29,050,000

**Article 4
 CRITICAL MILESTONE DEADLINES**

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 16.1(a) on some conditions related to the Project’s estimated schedule, as listed in section 3.2.

Milestone	Deadline Date
MARAD receives first reimbursement request	October 1, 2023

**Article 5
PARTY INFORMATION**

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: F7GG5KKYWF2

5.2 Recipient Contact(s).

Dennis Wilmsmeyer
Executive Director
America's Central Port District
1635 W First Street
Granite City, IL 62040
(618) 877-8444
dwilmsmeyer@americascentralport.com

Ben McCall
Deputy Director
America's Central Port District
1635 W First Street
Granite City, IL 62040
bmccall@americascentralport.com

Barbara Frost
TranSystems
727 N 1st Street, Ste 610
St. Louis, MO 63102
(314) 296-6765
bgfrost@transystems.com

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Wilbur Turner
Grants/Contracting Officer, Office of Acquisition
DOT Maritime Administration

1200 New Jersey Ave, SE
Washington, DC 20590
MAR 380
W26-435
Mailstop 5
(202) 366-0700
Wilbur.turner@dot.gov

And

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

And

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

Article 6

USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: Delphi eInvoicing System

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

Article 7
SPECIAL GRANT TERMS

7.1 Mitigation Measures.

[If there are mitigation requirements in the NEPA document]

The Recipient shall complete the mitigation activities described in [insert environmental documentation type], dated [insert date of environmental decision], including the terms and conditions contained in the required permits and authorizations for the project.

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ATTACHMENT A STATEMENT OF WORK

INSTRUCTIONS FOR COMPLETING ATTACHMENT A: This attachment must describe the project that DOT agreed to fund, which is typically the project that was described in the application or a reduced-scope version of that project. If the project will be completed in segments or phases, describe each segment or phase. If the project has separate functional or geographic components, describe each component.

America's Central Port Upgrades in Granite City, IL

Improvements include railroad track upgrades, paved terminal access roadway, new product receiving belt system (barge to rail), barge loading system replacement, railcar loadout upgrades from storage domes, multimodal transfer equipment (barge, train, and truck) modernization, and employee safety upgrades.

St. Louis Port Authority Upgrades in St. Louis, MO

Improvements new railroad track, barge loading equipment modernization, river and transfer conveyors replacement, loading shed and support system updates, employee safety upgrades, and necessary improvements to maintain operations during high water conditions up to 40 feet flood stage.

Southwest Regional Port District Upgrades in East St. Louis, IL

Improvements include loading shed and electrical system updates, hoist system and barge loading spout upgrades, and necessary improvements to maintain operations during high water conditions up to 40 feet flood stage.

The project includes the following components:

Component 1 - America's Central Port Upgrades in Granite City, IL include:

ACP- 1: Replace Dust Collection System installed at the Norfolk Southern (NS) railroad and truck transfer operations to contribute to better air quality.

ACP - 2 & 3: Update Rail Served Buildings and Facilities at two locations of NS track to accommodate fall protection for worker safety and service expansion to meet customer demands for inspection of longer railcars.

ACP – 4: Replace Product Receiving System with Belt System to meet efficiency standards for grain by-product volumes and Class I railroad turn times.

ACP – 5: Replace Barge Loading System not currently capable of handling full customer production for export, doubling the capacity for agricultural products.

ACP – 6: Install/Update Railcar Loadout System at the storage domes to increase efficiency and reducing truckloads from the port roadway network annually.

ACP – 7: Upgrade Roadway Pavement by paving the truck haul road to eliminate dust and improve accessibility to the terminal operations from the paved roadway network through the greater port facility.

ACP – 8: Upgrade Connection to Track Extensions of the NS rail spurs to accommodate unit trains improving efficiency and marketability of the port to the railroads.

ACP – 9: Install Agricultural Storage in the mowed and graded field adjacent to the facility.

Component 2 - St. Louis Port Authority Upgrades in St. Louis, MO include:

MRT-1: Extend Railroad Tracks for Unit Trains by installing new railroad track to extend two spurs to accommodate unit trains.

MRT-2: Increase Loading Capacity at River Stage by modifying the barge loading equipment and structure to improve efficiency and enable operations to continue in high water conditions.

MRT-3: Replace River and Transfer Conveyors as well as all supporting systems to increase throughput satisfying unit train requirements for future use.

MRT-4: Update Loading Shed and Facilities including the electrical system, fall protection for worker safety and service expansion to meet customer demands for inspection of longer railcars.

Component 3 - Southwest Regional Port District Upgrades in East St. Louis, IL include:

ESTL-1: Update Loading Shed and Control Room including the electrical system.

ESTL-2: Increase Loading Capacity at River Stage by updating hoist system and barge loading spout to increase efficiency, handle larger barges and enable operations to continue in high water conditions.

**ATTACHMENT B
 ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

The following tables supplement the budget information in section 3.3.

	Eligible Costs			
	Component 1: America's Central Port (ACP) Upgrades	Component 2: Mississippi River Terminal- (MRT) Upgrades	Component 3: East St. Louis, (ESTL) Upgrades	Total
BUILD Funds:	\$12,640,000	\$7,200,000	\$1,000,000	\$20,840,000
State Funds:	\$0	\$0	\$0	\$0
Local Funds:	\$4,979,365	\$2,836,555	\$394,080	\$8,210,000
Total:	\$17,619,365	\$10,036,555	\$1,394,080	\$29,050,000

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

Cost Classification	Total Costs	Non-BUILD Previously Incurred Costs	Eligible Costs
Project inspection fees	\$591,167		\$591,167
Site work	\$1,576,544		\$1,576,544
Demolition and removal	\$2,364,960		\$2,364,960
Construction	\$14,190,054		\$14,190,054
Equipment	\$10,327,275		\$10,327,275
Miscellaneous			
Project Total	\$36,850,000	N/A	\$29,050,000

**ATTACHMENT C
 PERFORMANCE MEASUREMENT TABLE**

Study Area: America’s Central Port.

Pre-project Measurement Date: January 1, 2022 – December 31, 2022

Pre-project Report Date: March 1, 2023

Project Outcomes Report Date: March 30, 2031

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Freight Movement	Economic Competitiveness Number of TEU/Railcar/Truck movements over project study area	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of the first day of the quarter.	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years, beginning the first full quarter after the Construction Substantial Completion Date, for a period of 12 consecutive quarters.
Truck Miles Reduced	Environmental Sustainability/Protection Total truck miles reduced, calculated into reduced Green House Gas (GHG) emissions, carbon monoxide and particulate matter for mode of transportation defined in the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of the first day of the quarter.	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years, beginning the first full quarter after the Construction Substantial Completion Date, for a period of 12 consecutive quarters.

**ATTACHMENT D
MATERIAL CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT D: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in article 3 and Attachments A–B. The purpose of this Attachment D is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See section 10.1.

Scope: N/A

Schedule: The original construction schedule included in the Recipient’s grant application had construction starting January 1, 2022, and reaching completion on December 31, 2023, for a duration of 23 months. The current project schedule now has a construction start date of January 1, 2023, and a completion date of December 31, 2026, for a duration of 36 months. The project schedule has shifted due to delays from the COVID-19 pandemic, additional time needed to complete the environmental review.

Budget: Per the grant application, America’s Central Port requested \$20,840,000 to fund three components. Due to Supply chain disruptions associated with COVID-19 the project budget has been heavily impacted and has led to increase in the overall project budget from \$26,050,000 to \$29,050,000.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	\$26,050,000	100%	\$29,050,000	100%
Total Non-BUILD Previously Incurred Cost				
Federal Funds				
Non-Federal Funds				
Total Eligible Project Cost	\$26,050,000		\$29,050,000	100%
BUILD Funds	\$20,840,000	80%	\$20,840,000	71.74%
Other Federal Funds				
Non-Federal Funds	\$5,210,000	20%	\$8,210,000	28.26%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the project costs and documented in this Attachment E. See section 19.2(b).

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RECIPIENT SIGNATURE PAGE

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

America's Central Port

By:

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

DRAFT

USDOT SIGNATURE PAGE

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

UNITED STATES DEPARTMENT OF
TRANSPORTATION

By:

Date

Signature of USDOT's Authorized Representative

[insert name]

Name

[insert title]

Title

U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2020 BUILD TRANSPORTATION GRANTS PROGRAM:
MARAD PROJECTS

JUNE 15, 2022

The Further Consolidated Appropriations Act, 2020, Pub. L. No. 116-94 (Dec. 20, 2019) appropriated funds to the United States Department of Transportation (the “**USDOT**”) under the heading “National Infrastructure Investments.” The funds are available to provide Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the BUILD Transportation Grants program.

The USDOT published a “Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2020,” 85 Fed. Reg. 10,811 (February 25, 2020) (the “**NOFO**”) to solicit applications for Federal financial assistance. In these general terms and conditions, “**BUILD Grant**” means an award of funds that were made available under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2020 BUILD Transportation Grants program. Articles 1–7 are in the project-specific portion of the agreement. The terms “Project” and “Recipient” are defined in those articles. Attachments A through E are project-specific attachments.

Article 8
PURPOSE

8.1 Purpose. The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant local or regional impact. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by section 3.3 and Attachment B.

8.2 Technical Application. In this agreement, “**Technical Application**” means the application identified in section 2.1.

**Article 9
USDOT ROLE**

9.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of the BUILD Transportation Grants program, the approval of this agreement, and any modifications to this agreement under section 21.1.
- (b) The Maritime Administration (“**MARAD**”) will administer this agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means MARAD.

9.2 USDOT Program Contacts.

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

and

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

**Article 10
RECIPIENT ROLE**

10.1 Statements on the Project.

- (a) The Recipient states that:

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

(b) 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; and
- (3) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

10.2 Statements on Capacity. The Recipient states that:

- (1) it has the legal authority to complete the Project;
- (2) not less than the difference between the "Total Eligible Project Cost" and the "BUILD Grant Amount" listed in section 3.3 are committed to fund the Project; and
- (3) 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.

10.3 Project Delivery.

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

10.4 Rights and Powers Affecting the Project.

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

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

Article 11 AWARD INFORMATION

- 11.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 2.3. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 11.2 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4.
- 11.3 Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.4.
- 11.4 Assistance Listings Information.** This award is under the program with Assistance Listings Title “National Infrastructure Investments” and Assistance Listings Number 20.933.
- 11.5 Research and Development Designation.** This award is not for research and development.

Article 12 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

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

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2;
- (2) a schedule change would require the budget period to continue after the budget period end date listed in section 2.4; or
- (3) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.4.

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

12.4 Budget Changes.

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

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

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

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

12.5 USDOT Acceptance of Changes. The USDOT may accept or reject modifications requested under this article 12, and in doing so may elect to consider only the interests of the BUILD Transportation Discretionary Grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 12 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 21.1.

Article 13 GENERAL REPORTING TERMS

- 13.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5.4 and all USDOT contacts who are listed in section 9.2.
- 13.2 Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.
- 13.3 Reporting as History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s timely submission of the reports that this agreement requires, or the Recipient’s failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.
- 13.4 Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

Article 14
PROGRESS AND FINANCIAL REPORTING

- 14.1 Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the budget period end date that is listed in section 2.4, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in Exhibit D. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.
- 14.2 Final Progress Reports and Financial Information.** No later than 90 days after the budget period end date that is listed in section 2.4, the Recipient shall submit
- (1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit D for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration's award closeout procedures.

Article 15
PERFORMANCE REPORTING

- 15.1 Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment C.
- 15.2 Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment C, a Pre-project Performance Measurement Report that contains:
- (1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment C, accurate as of the Pre-project Measurement Date that is stated in Attachment C; and
 - (2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.
- 15.3 Post-construction Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment C, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified

in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Post-construction Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

15.4 Project Outcomes Report. The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment C, 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 interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and
- (3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

Article 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-BUILD Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to meet a milestone listed in section 4.1 by the deadline date listed in that section for that milestone;
 - (5) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

- (6) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the period of performance end date that is listed in section 2.4.

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

16.4 Non-Terminating Events.

- (a) The end of the budget period described under section 11.2 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The end of the period of performance described under section 11.3 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (c) The cancellation of funds under section 20.2 does not terminate this agreement or the Recipient’s obligations under this agreement.

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

Article 17
MONITORING, FINANCIAL MANAGEMENT, AND RECORDS

17.1 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.

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

17.3 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 17.3(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 make available to the USDOT and the Comptroller General of the United States any books, documents, papers, and records of the Recipient that are related to this award for the purpose of audit and examination.
- (d) If an independent audit is made of the accounts of a Recipient relating to the Project or this award, the Recipient shall file a certified copy of that audit with the Comptroller General of the United States not later than six months following the close of the fiscal year for which the audit was made.
- (e) The Recipient shall separately identify expenditures under the fiscal year 2020 BUILD Transportation Grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2020” 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 (March 25, 2019), including “FY 2020” in column c (“Additional Award Identification”).

Article 18
CONTRACTING AND SUBAWARDS

- 18.1 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.
- 18.2 Buy America.**
- (a) For the purpose of the award term at exhibit C6, 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 C6, 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.
- 18.3 Small and Disadvantaged Business Requirements.** If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The Recipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.4 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104, or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.
- 18.5 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the

period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

- 18.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.7 Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.8 Subaward and Contract Authorization.** [Reserved]

Article 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 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.
- 19.2 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the budget period.
 - (b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in Attachment E and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Attachment E is the exclusive USDOT approval of costs incurred before the date of this agreement.
- 19.3 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.
- 19.4 Unexpended Federal Funds.** Any Federal funds that are awarded at section 2.3 but not expended on allocable, allowable costs remain the property of the United States.

19.5 Timing of Payments to the Recipient.

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

19.6 Payment Method.

- (a) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” then the Recipient shall complete forms in Delphi eInvoicing System, which is on-line and paperless, to request reimbursement. The Recipient shall complete training on using Delphi eInvoicing System before submitting a request for reimbursement. To guide the Recipient when completing 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 user name 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 complete.
 - (3) Once the above referenced training has been completed, Recipients must request and complete the External User Access Request form in order to receive a user name and password. Recipients can request the External User Access Request form by sending an email to a Grants/Contracting Officer who is identified in sections 5.4 or 9.2. A user name and password 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 19.6.

19.7 Information Supporting Expenditures.

- (a) If the USDOT Payment System identified in section 6.1 is “Delphi eInvoicing System,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit 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.

19.8 Reimbursement Request Timing and Frequency.

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

Article 20 LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations under this award not later than 120 days after the period of performance end date that is listed in section 2.4. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 20.2.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

20.2 Funds Cancellation. Outstanding FY 2020 BUILD Transportation Discretionary Grant balances are canceled by statute after September 30, 2027, and are then unavailable for any purpose, including adjustments and expenditures.

Article 21 AGREEMENT MODIFICATIONS

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

21.2 Limited Unilateral Modifications.

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

21.3 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under section 21.1 or section 21.2. If an amendment, modification, or

supplement is not permitted under section 21.1 and not permitted under section 21.2, it is void.

Article 22

ADDITIONAL TERMS AND CONDITIONS

- 22.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, at section 2.5 this agreement designates the Project to be a project in an urban area or a project in a rural area, as those areas are defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.
- 22.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 22.3 Relocation and Real Property Acquisition.**
- (a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
 - (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
 - (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.
- 22.4 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.
- 22.5 Federal Law and Public Policy Requirements.** The Recipient shall ensure that Federal funding is expended in full accordance with the U.S. 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.

Article 23
THIS AWARD AGREEMENT

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

Attachment A	Statement of Work
Attachment B	Estimated Project Budget
Attachment C	Performance Measurement Table
Attachment D	Material Changes from Application
Attachment E	Approved Pre-Award Costs

23.2 Exhibits. The following exhibits, which are located in the document titled “Exhibits to MARAD Grant Agreements Under the Fiscal Year 2020 BUILD Transportation Grants Program,” dated June 15, 2022, and available at <http://go.usa.gov/xJPUX>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Grant Assurances
Exhibit C	Grant Requirements and Contract Clauses
Exhibit D	Quarterly Project Progress Reports and Recertifications: Format and Content

23.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–24, then the provision in articles 1–24 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

Article 24
AGREEMENT EXECUTION AND EFFECTIVE DATE

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

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