CITY OF BETHEL

PORT COMMISSION

MONDAY, JUNE 24, 2024, 7:00 PM

LOCATION: **300 CHIEF EDDIE HOFFMAN HIGHWAY, BETHEL, ALASKA**

Join Zoom Meeting:
https://us06web.zoom.us/j/9509539812?pwd=b1JvRytsZmhja25uODV4WW5KL2R6Zz09

Meeting ID: 851 1379 4718 **Passcode:** 239023

Phone Toll Free: 888 475 4499 833 548 0276
833 548 0282 877 853 5257

MEMBERS		STAFF
Alan Murphy, **Chair**	Rich Pope, **Vice-Chair**	**Port Director:** Ed Flores, Ex Officio Member
Stacey Reardon	Rose Henderson, **Council Rep.**	**Recorder:**
Michael Meeks		**Email:** port@cityofbethel.net
		Phone: 907-543-2310
		Website: www.cityofbethel.org

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

A. Please submit written public comments to port@cityofbethel.net by 4:00 p.m. the day of the meeting.

IV. APPROVAL OF AGENDA

V. APPROVAL OF MEETING MINUTES

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

A. KNIK DOCK PROJECT

VIII. EX OFFICIO REPORT

IX. MEMBER COMMENTS

X. ADJOURNMENT

Posted <<DATE>> at City Hall, AC Co., Swanson's, and the Post Office.

____
Ex-Officio Staff

AMENDMENT NO. 1
TO
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF BETHEL
FOR CONSTRUCTION OF THE
BETHEL BANK STABILIZATION PROJECT

THIS AMENDMENT NO. 1 is entered into this 27th day of December, 2002, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer for Alaska District and the City of Bethel (hereinafter the "Local Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the Government and the Local Sponsor entered into a Project Cooperation Agreement on March 3, 1994 (hereinafter the "Agreement") for construction of the Bethel Bank Stabilization Project (hereinafter the "Project");

WHEREAS, construction of the Project was completed in the fall of 1997;

WHEREAS, the Energy and Water Development Appropriations Act of 2001, as enacted by Section 1 (a) (2) of Public Law 106-377, and House Conference Report No. 106-988, page 211, authorized and directed the Secretary of the Army, acting through the Chief of Engineers, to extend the existing Bethel Bank Stabilization project in Alaska an additional 1,200 feet upstream;

WHEREAS, the extension of the Project has been evaluated in a Letter Report entitled "Bethel Emergency Bank Stabilization: Brown's Slough to Small Boat Harbor Entrance, Bethel, Alaska" dated December 2001, approved by Pacific Ocean Division on December 20, 2001 (hereinafter the "Letter Report");

WHEREAS, the Government and the Local Sponsor desire to enter into an Amendment to the Agreement for construction, operation, and maintenance of the Project as modified;

NOW, THEREFORE, the Government and the Local Sponsor agree to amend the Agreement as follows:

1. Article I.a. of the Agreement is amended to read as follows:

"a. The term "Project" shall mean the 9,200 feet of river bank protection on the right bank of the Kuskokwim River at Bethel, Alaska, as described in the Bank Stabilization, Bethel, Alaska General Design Memorandum, dated May 1988, and approved by North

Pacific Division on June 28, 1988 as modified by the Limited Reevaluation Report, dated October 1993, and approved by the Office of the Assistant Secretary, Civil Works on December 23, 1993 as further modified by the Letter Report, dated December 2001, and approved by Pacific Ocean Division on December 20, 2001."

2. Amend Article I.c. of the Agreement to delete the term "Contracting Officer" and replace it with "District Engineer." Replace the term "Contracting Officer" with "District Engineer" in each and every location in the Agreement where it appears.

3. Article II.f. of the Agreement is amended to read as follows:

"f. As of the effective date of this Agreement, $18,768,000 of Federal funds have been appropriated for the Project. This amount is less than the Federal share of the projected total project costs and the Government makes no commitment to seek additional Federal funds for the Project. Notwithstanding any other provision of this Agreement, the Government's financial participation in the Project shall not exceed the total amount of Federal funds that heretofore have been appropriated and hereafter may be appropriated or otherwise made available for the Project. In the event that funds sufficient to meet the Government's share of funds required to continue construction of the Project in the then-current or upcoming fiscal year are not made available for the Project, the Government shall notify the Local Sponsor of the insufficiency of funds and the parties, within the Federal and non-Federal funds available for the Project, shall suspend construction or terminate this Agreement in accordance with Article XVI.b. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of the total Federal funds available for the Project and an equal percentage of the total funds contributed by the Local Sponsor pursuant to paragraph c. of this Article as a contingency to pay the costs of termination, including any costs of contract claims and contract modifications."

4. The following is made part of the Agreement by adding a new Article IV.b.3:

"3. Solely for contracts awarded and executed after the effective date of this Amendment crediting for relocations performed within the Project boundaries is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c). Crediting may be withheld, in whole or in part, as a result of the Local Sponsor's failure to comply with its obligations under these laws."

5. Article V of the Agreement is amended to read as follows:

"<u>ARTICLE V</u> - PROJECT COORDINATION TEAM

a. To provide for consistent and effective communication, the Local Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of construction. The

Government's Project Manager and a counterpart named by the Local Sponsor shall co-chair the Project Coordination Team.

b. The Government's Project Manager and the Local Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

c. Until the end of the period of construction, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Local Sponsor.

d. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.

e. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement."

6. Article VI.a. of the Agreement is amended to read as follows:

"a. The Local Sponsor shall provide, during the period of construction, the cash payments required under Article II of the Agreement. The total project costs are estimated to be $28,981,000 and the Local Sponsor's share of the total project costs is currently estimated to be $7,245,000. In order to meet the Local Sponsor's share, the Local Sponsor must provide a cash contribution currently estimated to be $770,000. The dollar amounts set forth in this Article are based upon the Government's best estimates which reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Local Sponsor."

7. The following is made part of the Agreement by adding it to the end of Article XII:

"The Local Sponsor is also required to comply with all applicable federal labor standards requirements including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the

Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c)."

8. Article XVI.c. of the Agreement is deleted in its entirety.

9. Article XX of the Agreement is amended to read as follows:

"The Local Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the Bethel Bank Stabilization Project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Local Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be $32,191,000, as calculated in accordance with ER 1105-2-100 using October 1, 2002 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902."

10. The following is made part of the agreement by adding a new Article XXI:

"<u>ARTICLE XXI</u> - HISTORIC PRESERVATION

a. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

b. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

c. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph b. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall be included in total project costs and shared in accordance with the provisions of this Agreement."

11. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 which shall become effective upon the date it is signed by the Principal Deputy Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY	CITY OF BETHEL
BY: Steven T. Perrenot	BY: Hugh Short
Steven T. Perrenot Colonel, Corps of Engineers District Engineer	Hugh Short Mayor
DATE: 12-27-02	DATE: 12-23-2

CERTIFICATE OF AUTHORITY

I, Louisiana W. Cutler, do hereby certify that I am a partner with Preston, Gates & Ellis LLP, which has a contract with the City of Bethel to perform legal services; that the City of Bethel is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 1, between the Department of the Army and the City of Bethel in connection with the Bethel Bank Stabilization Project, and to pay damages in accordance with the terms of Amendment No. 1, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the person who has executed Amendment No. 1 on behalf of the City of Bethel has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 23rd day of December, 2002.

L W Cutler

Louisiana W. Cutler
Preston Gates & Ellis LLP

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Hugh Short
Mayor

DATE: 12-23-2


Standard Oil Rd
CROWLEY
FUEL
DOCK
EXISTING
RIPRAP
KUSKOKWIM RIVER
Winter Trail
KNIK CONSTRUCTION
YARD
POA-2014-00064

PHOTO 1.
OBLIQUE AERIAL PHOTO.
8:00AM, JULY 8, 2022.
TIDE AT 0 FT. MLLW

POA-2014-00064.

PHOTO 2.
OBLIQUE AERIAL PHOTO.
8:00AM, JULY 8, 2022
TIDE AT 0 FT MLLW.

PHOTO 3.
OBLIQUE AERIAL PHOTO.
8:00AM, JULY 8, 2022
TIDE AT 0 FT. MLLW.

PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF BETHEL, ALASKA
FOR THE CONSTRUCTION OF THE
BETHEL BANK STABILIZATION PROJECT

THIS AGREEMENT is entered into this 3rd day of March, 1994, by and between the DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and the City of Bethel (hereinafter referred to as the "Local Sponsor"), acting by and through Donna J. Chris, Mayor.

WITNESSETH, THAT:

WHEREAS, the Bethel Bank Stabilization Project, at Bethel, Alaska, was authorized by the Water Resources Development Act of 1986, Public Law 99-662, Title VI, Section 601(a);

WHEREAS, the Government and the Local Sponsor desire to enter into a Project Cooperation Agreement for construction of Bethel Bank Stabilization Project at Bethel Alaska(hereinafter referred to as the "Project" and defined in Article I.a. of this Agreement);

WHEREAS, the Energy and Water Development Appropriations Acts of 1992 and 1993 (Public Laws 102-104 and 102-377) included an appropriation of $7,000,000 and directed that construction of the Bethel Bank Stabilization Project be undertaken;

WHEREAS, Section 108 of the Water Resource Development Act of 1986, Public Law 99-662, as amended, directs that the Federal share of any cost of a project authorized by that Act for which cost a Federal share is not established in title I of that Act, shall be the share of such cost otherwise provided by law;

WHEREAS, Section 601(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing for the Project at 75 percent Federal and 25 percent non-Federal;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water resources project by the Secretary of the Army shall not be commenced until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, the Government and the Local Sponsor have the legal authority and capability to perform as hereinafter set forth and intend to cooperate in the cost-sharing and financing of the construction of the Project in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Local Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "Project" shall mean the 6,500 feet of river bank protection on the right bank of the Kuskokwim River at Bethel, Alaska, as described in the GDM dated May 1988 entitled "Bank Stabilization, Bethel, Alaska," and the Limited Reevaluation Report dated October 1993.

b. The term "total project costs" shall mean all costs incurred by the Local Sponsor and the Government directly related to construction of the Project. Such costs shall include, but not necessarily be limited to: all continuing planning and engineering costs incurred after October 1, 1985; all advanced engineering and design costs; all preconstruction engineering and design costs; engineering and design costs during construction; actual construction costs, including the costs of constructing, relocating or modifying railroad bridges and approaches thereto; supervision and administration costs; costs of contract dispute settlements or awards; the value of lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and the value of utility and facility relocations, as may be required for the construction, operation and maintenance of the Project; and the cost of investigations to identify the existence of hazardous substances as identified in Article XVII a; but shall not include any costs for operation, maintenance, repair, replacement, or rehabilitation or increased costs for betterments.

c. The term "Contracting Officer" shall mean the U. S. Army Engineer for the Alaska District.

d. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time the Contracting Officer certifies in writing to the Local Sponsor that construction of the Project is complete. The Contracting Officer shall furnish to the Local Sponsor copies of the Government's Written Notice of Acceptance of Completed Work furnished to the contractor(s) for all contracts for the Project.

e. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

f. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of all, alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads (excluding construction, modification, or relocation of existing railroad bridges and approaches thereto), highways, and other bridges, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation and maintenance of the Project.

g. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

h. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the Contracting Officer in writing to be suitable for tender to the Local Sponsor to operate and maintain in advance of completion of the entire Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.

i. The term "betterment" shall mean the design and construction of a Project feature accomplished on behalf of, or at the request of, the Local Sponsor in accordance with standards which exceed the standards which the Government would otherwise apply for accomplishing the design and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND LOCAL SPONSOR

a. The Government, subject to receiving funds appropriated by the Congress of the United States and using funds provided by the Local Sponsor, shall expeditiously construct the Project (including construction, modification, or relocation of existing railroad bridges and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. Before initial construction of the Project can proceed, the Local Sponsor must concur in writing with issuance of the invitation for bids for the first construction contract. To the extent possible, the Local Sponsor thereafter also will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. In those cases where providing notice to the Local Sponsor of the required contract modifications or change orders is not possible prior to issuance of Notice to Proceed, such notification will be provided after the fact at the earliest date possible. The Contracting Officer will, in good faith, consider the comments of the Local Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

b. After the Government determines that the Project or a functional portion of the Project is complete, and notifies the Local Sponsor in writing of such determination, the Government shall turn the Project or functional portion of the Project over to the Local Sponsor, which shall accept the Project or functional portion of the Project and be solely responsible for operating, maintaining, repairing, replacing, and rehabilitating the Project or functional portion of the Project in accordance with Article VIII hereof.

c. The Local Sponsor shall contribute through a combination of cash payments and the provision of Project lands, easements, rights-of-way and relocations, as herein specified and further specified in Article VI, 25 percent of total project costs.

1. As further specified in Article III hereof, the Local Sponsor shall provide all lands, easements, rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Project.

2. If the value of the contributions provided under paragraph 1. of this Article is less than 25 percent of total project costs, the Local Sponsor shall provide, during the period of construction, additional cash contributions in the amount necessary to make the Local Sponsor's total contribution equal to 25 percent of total project costs.

d. The Local Sponsor may request the Government to acquire lands, easements, or rights-of-way, or perform relocations on behalf of the Local Sponsor. Such services as the Government may elect to provide, shall be performed in accordance with terms or conditions of separate agreements and all such work shall be paid for in advance by the Local Sponsor.

e. The Local Sponsor may request the Government to accomplish betterments. The Local Sponsor will be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Local Sponsor in accordance with Article VI.

f. The Congress has appropriated $7,633,000 for the Project. The Government's present ability to participate in this Project is limited to this amount. This amount is less than the Federal share of the estimated total project cost, and the Government makes no committment to budget for the balance of such funds. In the event that Congress does not provide appropriations, the Government will terminate construction in a manner necessary to provide for the safety of the public and the integrity of the Project. Such termination shall be accomplished within the amount of presently available funds, currently estimated to be $10,177,000. To provide for such an eventuality, 5% of available project funds (75% Federal and 25% non-Federal) will be reserved as a contingency to pay the cost of termination. In the event Congress provides additional appropriations for construction of this project, the Government will undertake additional construction of the Project using the subsequently appropriated funds and any funds required from the Local Sponsor in accordance with Article II.c. hereof.

g. Within one year after completion of the Project, or termination under Article II.f. hereof, the Local Sponsor shall provide and maintain a stockpile of 12,000 cubic yards of rock, as specified in the LRR dated October 1993, for the purpose of conducting emergency maintenance of the completed works.

h. Not less than once each year the Local Sponsor shall inform affected interests of the limitations of the protection afforded by the project.

i. No Federal funds may be used to meet the Local Sponsor's share of project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

<u>ARTICLE III</u> - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

a. The Government shall provide, in coordination with the Local Sponsor, a written description of the anticipated real estate requirements for the Project. Thereafter, the Local Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, as may be determined by the Government in that description, or in any subsequent description coordinated with the Local Sponsor, to be necessary for the construction, operation and maintenance of the Project, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements, and rights-of-way for the Project may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

b. The Local Sponsor shall provide or pay to the Government the cost of providing all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged or excavated material disposal areas required for construction, operation, and maintenance of the Project.

c. Upon notification from the Government, the Local Sponsor shall accomplish or arrange for accomplishment of all relocations determined by the Government to be necessary for construction, operation and maintenance of the Project.

d. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, and performing relocations for construction, operation, and maintenance of the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS AND RELOCATIONS

a. The Local Sponsor shall not receive any credit for lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, previously provided as an item of cooperation for another Federal project nor shall the value thereof be included in total project costs. The value of the lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, to be included in total project costs and credited towards the Local Sponsor's share of total project costs shall be determined in accordance with the following procedures:

1. If the lands, easements, or rights-of-way are owned by the Local Sponsor as of the date the first construction contract for the Project is awarded, the credit shall be the fair market value of the interest at the time of such award or in exceptional circumstances, upon request of the Local Sponsor and in the sole discretion of the Assistant Secretary of the Army for Civil Works, the actual purchase price paid by the Local Sponsor. The fair market value, if used, shall be determined by an appraisal, to be obtained by the Local Sponsor, which has been prepared by a qualified appraiser who is acceptable to both the Local Sponsor and the Government. The appraisal shall be reviewed and approved by the Local Sponsor and the Government.

2. If the lands, easements, or rights-of-way are acquired by the Local Sponsor after the date of award of the first construction contract for the Project, the credit shall be the fair market value of the interest at the time such interest is acquired. The fair market value shall be determined as specified in Article IV.a.1. of this Agreement. If the Local Sponsor pays an amount in excess of the approved appraised fair market value, the Local Sponsor may be entitled to a credit for the actual purchase price paid provided that the purchase price is approved by the Government in writing.

3. If the Local Sponsor acquires more land, easements, or rights-of-way than the Government determines are necessary for construction, operation, and maintenance of the Project, then only the value of such portions of those acquisitions as have been determined by the Government to be necessary for the construction, operation, and maintenance of the Project shall be included in total project costs and credited towards the Local Sponsor's share.

4. Credit for lands, easements, and rights-of-way acquired through eminent domain proceedings occurring after the date of this Agreement will be based on court awards for the real property interests taken, or on stipulated settlements or portions of stipulated settlements that have received written Government approval. The fair market value for the purposes of filing an eminent domain proceeding in court shall be based on an appraisal prepared and approved as specified in Article IV a.1. of this Agreement.

5. Credit for lands, easements, or rights-of-way acquired by the Local Sponsor within a five-year period preceding the date of this Agreement, or at any time after this Agreement is signed, will also include the reasonable documented incidental costs of acquiring the interest, e.g., closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping cost, as well as the actual amounts expended for payments of any Public Law 91-646 relocation assistance benefits provided in accordance with the obligations under this Agreement.

b. The Government shall provide the Local Sponsor with a written description of required relocations. The value of relocations which will be included in total project costs and credited towards the Local Sponsor's share of total project costs shall be determined by the Government as set forth below:

1. Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Alaska would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.

2. Utilities and Facilities, Structures and Improvements (including railroads): Actual relocation cost, less depreciation, less salvage value, plus the cost of removal, less the increased cost of betterments. New materials shall not be used in any alteration or relocation if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs, nor credited toward the Local Sponsor's share.

ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication, the Local Sponsor and the Government shall, prior to the advertisement of the first construction contract, appoint representatives to coordinate on all facets of Project development, including Project design, scheduling, plans, specifications, real estate requirements, award of contracts, contract modifications and change orders, contract costs, claims, and other related matters.

b. These representatives shall generally oversee the Project construction and shall be identified as the Project Coordination Team. They shall meet regularly during the period of construction and will be informed of all changes in total project costs. The Project Coordination Team shall make recommendations concerning construction as it deems are warranted to the Contracting Officer, including suggestions to avoid potential sources of dispute.

c. The Contracting Officer shall, in good faith, consider the recommendations of the Project Coordination Team on all matters relating to construction and anticipated requirements for operation, maintenance, repair, replacement and rehabilitation of the Project. The Contracting Officer, having the legal authority and responsibility for construction of the Project, has discretion to accept, reject, or modify the recommendations of such representatives.

ARTICLE VI - METHOD OF PAYMENT

a. The Local Sponsor shall provide, during the period of construction, the cash payments required under Article II of this Agreement. Total project costs are currently estimated to be $19,600,000 and the Local Sponsor's share of the total project costs is currently estimated to be $4,900,000. In order to meet the Local Sponsor's share, the Local Sponsor must provide a cash contribution currently estimated to be $4,300,000. The dollar amounts set forth in this Article are based upon the Government's best estimates which reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon cost actually incurred and are not to be construed as the total financial responsibilities of the Government and the Local Sponsor.

b. The Local Sponsor shall provide the Local Sponsor's required cash contribution during the period of construction in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Local Sponsor by the first day of August of each year of the estimated funds that will be required from the Local Sponsor to meet the Local Sponsor's share of total project costs for the upcoming fiscal year.

2. No later than sixty (60) calendar days prior to the award of the first construction contract, the Government shall notify the Local Sponsor of the Local Sponsor's share of the total project costs required for the first fiscal year of construction, including the Local Sponsor's share of costs attributable to the Project incurred prior to the initiation of construction. Not later than 30 calendar days thereafter, the Local Sponsor shall verify to the satisfaction of the Government that the Local Sponsor has deposited the requisite amount in an escrow or other account acceptable to the Government, with interest accruing to the Local Sponsor.

3. For the second and subsequent fiscal years of Project construction, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Local Sponsor of the Local Sponsor's share of total project costs for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Local Sponsor shall make the necessary funds available to the Government through the funding mechanism specified in Article VI b.2. of this agreement.

4. As construction of the Project proceeds, the Government shall on a regular basis each year, adjust the amounts required to be provided under this paragraph to reflect actual costs to date. If at any time during the period of construction the Government determines that additional funds will be needed from the Local Sponsor, the Government shall so notify the Local Sponsor, and the Local Sponsor, no later than sixty (60) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2. of this Agreement.

c. The Government will draw on the escrow or other account provided by the Local Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Project as they are incurred, as well as project costs incurred by the Government prior to the initiation of construction.

d. During the period of construction, the Government shall provide quarterly financial reports on the status of total project cost and the status of contributions made by the Local Sponsor. Upon completion of the Project and resolution of all relevant contract claims and appeals, the Government shall compute the total project costs and tender to the Local Sponsor a final accounting of the Local Sponsor's share of total project costs.

1. In the event the total contribution by the Local Sponsor is less than the Local Sponsor's required share of total project costs, the Local Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Local Sponsor's required share of the total project costs.

2. In the event the total contribution by the Local Sponsor is more than the Local Sponsor's required share of total projects costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Local Sponsor. In the event existing funds are not available to repay the Local Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Local Sponsor for excess contributions provided.

ARTICLE VII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

a. After the Contracting Officer has determined that construction of the Project or functional portion of the Project is complete and provided the Local Sponsor with written notice of such determination, the Local Sponsor shall operate, maintain, repair, replace, and rehabilitate the completed Project, or functional portion of the Project, at no cost to the Government, in accordance with applicable Federal and State laws as provided in Article XII and specific directions prescribed by the Government in an OMRR&R Manual and any subsequent amendments thereto.

b. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land which the Local Sponsor owns or controls for access to the Project for the purpose of inspection, and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill the Local Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If after 30 calendar days from receipt of notice, the Local Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet the Local Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

<u>ARTICLE IX</u> - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement and rehabilitation of the Project and any Project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

<u>ARTICLE X</u> - MAINTENANCE OF RECORDS

Within 60 days of the date of this Agreement, the Government and the Local Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after completion of construction of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

<u>ARTICLE XI</u> - GOVERNMENT AUDIT

The Government shall conduct an audit, when appropriate, of the Local Sponsor's records for the Project to ascertain the allowability, reasonableness, and allocability of the Local Sponsor's costs for inclusion as credit against the Local Sponsor's share of total project costs.

ARTICLE XII - FEDERAL AND STATE LAWS

In the exercise of the Local Sponsor's rights and obligations hereunder, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE XIII - RELATIONSHIP OF PARTIES

The Government and the Local Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XVI - TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to make the payments required under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate or suspend work on the Project until the Local Sponsor is no longer in arrears, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

b. If the Government fails to receive sufficient annual appropriations to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 calendar days either party may elect without penalty to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Local Sponsor elects to terminate this Agreement.

c. Notwithstanding any other provision of this Agreement, if the award of any contract for construction of the Project would, at the time of award, result in the total obligations for construction of the Project exceeding $20,000,000 the award of that contract and subsequent contracts shall be deferred until such time as the Government and the Local Sponsor agree to resume construction of the Project.

ARTICLE XVII - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Contracting Officer, the Local Sponsor shall perform, or cause to be performed, such environmental investigations for hazardous substances as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability

Act (CERCLA), 42 U.S.C. 9601-9675, on lands necessary for Project construction, operation, and maintenance. All actual costs incurred by the Local Sponsor which are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total project costs and cost-shared as a construction cost in accordance with Section 103 of Public Law 99-662.

b. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Local Sponsor determine to proceed or continue with construction after considering any liability that may arise under CERCLA, the Local Sponsor shall be responsible as between the Government and the Local Sponsor, for any and all necessary cleanup and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Local Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XVI of this Agreement.

d. The Local Sponsor and the Government shall consult with each other under the Construction Phasing and Management Article of this Agreement to assure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph c of this Article shall not relieve any party from any liability that may arise under CERCLA.

e. As between the Government and the Local Sponsor, the Local Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Local Sponsor shall operate, maintain, repair, replace and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVIII - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage-prepaid), registered, or certified mail, as follows:

If to the Local Sponsor:

Mayor
City of Bethel
Post Office Box 388
Bethel, Alaska 99559

If to the Government:

District Engineer
U.S. Army Engineer District, Alaska
Post Office Box 898
Anchorage, Alaska 99506-0898

b. A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

ARTICLE XIX - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XX - SECTION 902 PROJECT COST LIMITS

The Local Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum total Project cost. For purposes of this Agreement, the Section 902 cost limit is $30,300,000 as calculated on December 22, 1992. This amount is calculated using procedures set forth in Appendix P of ER 1105-2-100. It shall be adjusted to allow for appropriate increases for inflation and changes in total project costs as provided in Section 902. Should this cost maximum be reached, no additional funds may be expended on the Project until additional authority is obtained from Congress.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

BY: John Zirschky

JOHN H. ZIRSCHKY, Acting
Assistant Secretary
of the Army (Civil Works)

DATE: 3-3-94

THE CITY OF BETHEL

BY: [signature]

Mayor, City of Bethel

DATE: 2-9-94

CERTIFICATE OF AUTHORITY

I, Brooks W. Chandler, do hereby certify that I am the principal legal officer for the City of Bethel; that the City of Bethel is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Bethel in connection with the Bethel Bank Stabilization Project and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611; and that the person who has executed this Agreement on behalf of the City of Bethel has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 11th day of February, 1994.

B. W. C. [SIGNED] City Attorney Title

CERTIFICATION REGARDING LOBBYING

The undersigned certified, to the best of his knowledge and belief that:

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

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

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

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

Donna J. Chris
[Signature]
[Typed name] Donna J. Chris
Mayor

Date: 2/9/94

Knik Construction Bethel Yard Dock – Project-Specific Background and Key Considerations

- USACE specifically requested that we design this Knik dock project to tie into the downstream end of the existing Bank Stabilization Project, in order to extend the bank protection through the downstream limit of the Knik project without gaps. Doing so enhances the erosion protection of the entire bank; both projects should benefit from this decision.

- PND completed a Hydrology and Hydraulics (H&H) study earlier in 2023 and submitted to USACE. We evaluated design flood information and considered storm surge potential, finding that the proposed project has negligible impacts to flood elevations or flow velocities under a wide range of assumed tidal and flood condition combinations. We can provide a copy of that H&H report upon request.

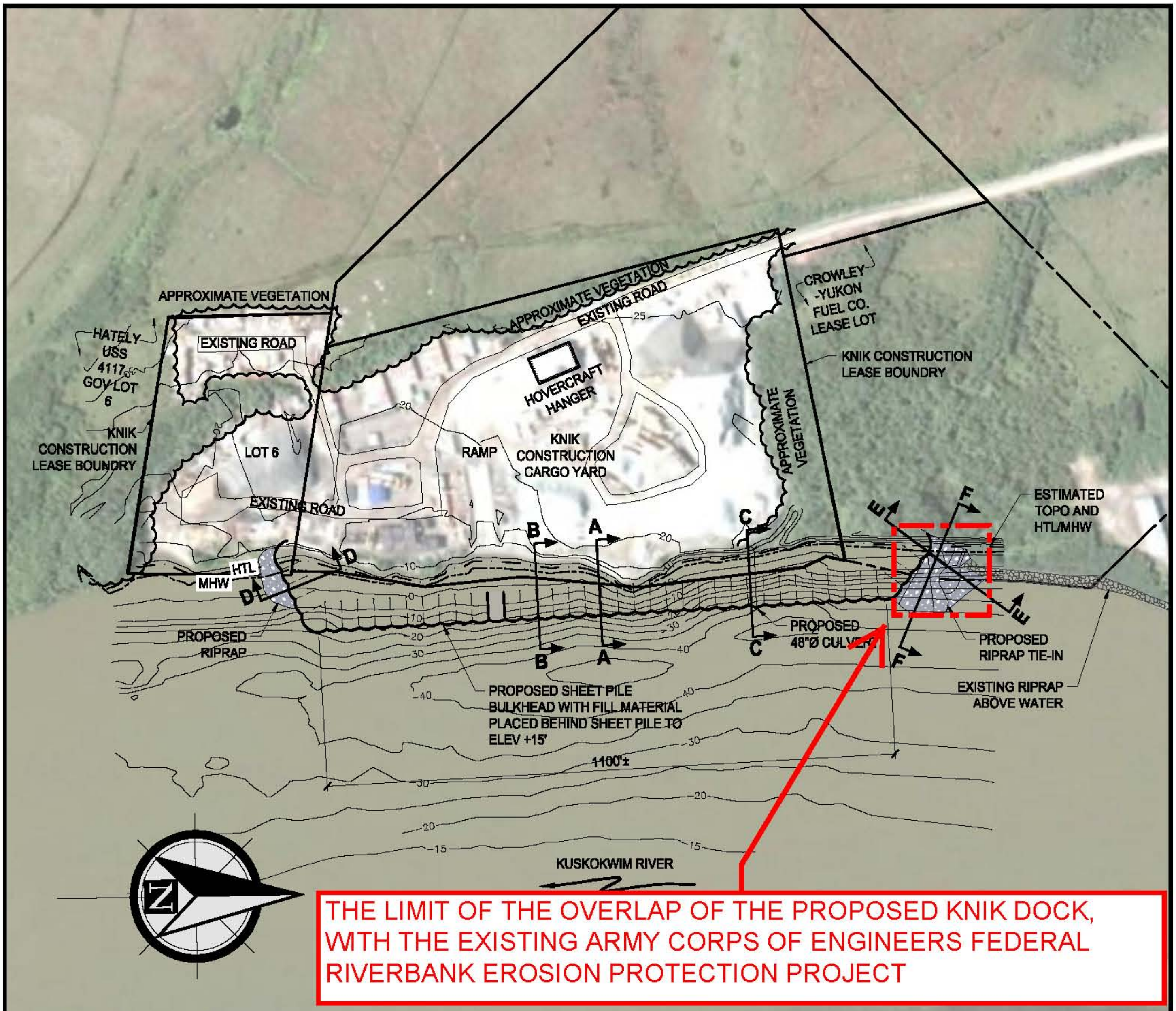
- Due to the 1994 Operating Agreement and later amendment, the City shares certain responsibilities for maintenance and repairs for the Bank Stabilization Project. As the non-federal sponsor of the Bank Stabilization Project, the City must document awareness of proposed projects that interact with or influence the project and, if all City concerns regarding that project interaction are satisfied, provide the requested statement of non-objection prior to the project being able to move forward.

- <u>The City will not be responsible for any costs for repair and maintenance that the Knik dock project may directly have on the USACE Bank Stabilization Project resulting from construction and operation of the Knik dock. All costs for repairs and maintenance of the Bank Stabilization Project which may result from the proposed dock project, would be the direct and sole responsibility of Knik Construction, not the City.</u>
    - Based on the hydraulic analysis that was conducted, we do not anticipate any adverse effects to the existing Bank Stabilization Project as a result of the proposed project, but if they were to occur, Knik would be responsible to remedy them.

- The Tie-In Overlap that will feature a new riprap blanket along the riverbank is approximately 150 feet long. The existing Bank Stabilization Project is about 9400 feet long. The proposed project will effectively increase the protected bank line from erosion by another 1300 feet.

- This project has already gone through the USACE Public Notice process for the pending Sections 10 and 404 permit to construct and operate the Knik Dock. The public notice for the permit in spring 2022 requested comments from state and federal regulatory agencies, the City, the local regional and village corporations and consultation invitations to the village tribal governments. The USACE public notice and review process has been completed. All prior concerns have been addressed such that no further objections were raised in those processes.

- Several regulatory approvals have also already been issued for the construction of the Knik dock; these are from the Alaska Department of Environmental Conservation for Water Quality Certification, from the Alaska Department of Fish and Game for in-water work and pile driving, and from the United States Coast Guard for navigation.



0 150 300 450 600 FT

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

PILE QUANTITIES

TYPE	TOTAL	BELOW HTL	BELOW MHW
SHEET PILE	1,900 EA	1,840 EA	1,825 EA
30"ø MOORING BOLLARD PILE	12 EA	–	–

FILL QUANTITIES

	DOCK FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	120,000	5,800	5.0
BELOW HTL	50,000	4,000	3.5
BELOW MHW	44,000	3,600	3.2

PURPOSE:
INSTALL SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R71W
LAT: 60.7784
LONG: -161.7786

SITE PLAN

KNIK CONSTRUCTION CO., INC.
6520 KULIS DRIVE
ANCHORAGE, AK 99502

12/08/2023

KNIK CONSTRUCTION BETHEL YARD DOCK

AT: BETHEL, AK
IN: KUSKOKWIM RIVER

SHEET 2 of 7

Bethel
Bank Stabilization

Condition of Improvements
31 December 2019
Bethel Bank Stabilization, Alaska
(CWIS No. 012314, 075440)

Authorization Public Law 99-662, under Section 202, 17 November 1986, as adopted, provides for the placement of 8,500 linear feet of rock rip-rap along unprotected river bank and existing bulkhead structures. Energy and Water Development Appropriations Act of 2001, as enacted by Section 1 (a) (2) of Public Law 106-377, and House Conference Report Number 106-988, page 211, authorized and directed the Secretary of the Army, acting through the Chief of Engineers, to extend the Bethel Bank Stabilization project an additional 1,200 feet upstream.

Table 1

Existing Project	**Length** ft.
Rock rip-rap (Completed 1997)	8200
Rock rip-rap (Completed 2007)	1200

Project Usage Located on the north bank of the Kuskokwim River 400 air miles west of Anchorage, Bethel is a commercial and cultural center for the southwest region of the state. Improvements to the project will protect the city from the harmful effects of rapid riverbank erosion.

Work Prior to Existing Project

1985	Under the continuing authority of Section 14, Public Law 79-526, dated 24 July 1946, emergency bank protection is authorized by the Chief of Engineers 13 September 1985. Approximately 200 linear feet of rock rip-rap is placed at the toe of the petroleum dock, and 40 linear feet of rock rip-rap is positioned at the downstream end of the Mission Road bulkhead for a total of 1,650 cubic yards of rock. Total cost for emergency protection equals $ 553,970 of which $ 30,000 is contributed by non-Federal sources.
1986	Under Section 116 of Public Law 99-190 (House Joint Resolution 465) dated 19 December 1985, emergency protection is authorized for the Mission Road bulkhead. A contract is awarded in August and completed before freeze-up in October at a cost of $ 538,942.

Progress of Work

1984	Initial planning and preparation of the General Design Memorandum is begun.
1985	The City of Bethel constructs 4,000 linear feet of bulkhead to protect the river bank. A storm in May endangers the bulkhead; the Corps moves ahead with an emergency bank protection project to save the works.
1986	Work on the General Design Memorandum is 75% complete; the plan calls for rock rip-rap protection for 8,500 feet of river bank.
1987	The General Design Memorandum is published in November.
1989	The project is inspected by the Corps this year and the next.
1991	Project dimensions are revised to protect 3,000 linear feet of previously installed bulkhead and 3,500 feet of unprotected river bank.
1992	Plans and specifications are initiated, surveys conducted, and plans reviewed by the Corps.
1993	Plans and specifications are approved in October.
1994	Real estate acquisition is initiated.
1995	Necessary real estate is acquired, and a construction contract is awarded in June. Armor rock protection is placed along 300 feet of the City Cargo Dock and along 700 feet of river bank downstream from the Mission Road Bulkhead. Placement of steel tie-back rods to hold the pipe-pile bulkheads in place is begun in September.
1996	Bank protection work nears completion: (1) structural tie-backs along the pipe-pile bulkhead are completed, (2) 157,220 tons of "B" rock are placed along the embankment with only minor placement remaining, and (3) the embankment requires some erosion protection and seeding to reach completion.
1997	Final inspection of the project, except for seeding, occurs in September. The completed project protects 8,200 feet of river bank and included placement of 221,220 tons of rock. Seeding of the sloped river bank is scheduled for June 1998.
1998	The project is physically completed. Some contract issues are still outstanding.
1999	Inspection finds the project in generally good condition. Minor erosion is noted at the downstream end of "Bootlegger Beach" where the rock ties into the bank. The bank slope downstream of the Petroleum Dock is filled and seeded.
2000	The Federal project appears to be in good condition. Locals are notified of the need to keep adequate quantities of rock stockpiled in case of an emergency.
2001	The rock revetment is found in good condition. Local interests make recommended repairs to eroded areas. Additional areas requiring fill and seeding are noted.
2002	The bank stabilization project is inspected by the Corps and found to be in good condition with some minor areas of maintenance needed. The City of Bethel has been notified. Vertical aerial photography is taken in June.

Progress of Work

2003	Corps and local officials inspect the project in August. The project is reported to be in good condition with minor areas of needed maintenance. Continued monitoring is required.
2004	The project is found in good overall condition. Areas of concern were noted, recommendations made, and continued monitoring is required.
2005	The federal bank stabilization project was thoroughly inspected in June and found to be in good condition with some minor areas of maintenance needed. The City and Petro docks should be monitored on a continuing basis, especially after high water and breakup events.
2007	A FY 2001 Congressional Add authorized and directed the Corps to extend the existing project an additional 1,200 feet upstream. Phase 1 of the project extension, placement of rip rap at the toe of the existing bulkhead was completed in September 2007.
2009	The control of overland flow and traffic on the slope face appears to have greatly helped the establishment of vegetation and the prevention of erosion of the bluff behind the revetment. Overall the project looks to be in good condition, but the rock revetment needs maintenance.
2011	The bank stabilization project was inspected and found to be in good condition with some minor areas of maintenance needed.
2013	The bank stabilization project was inspected and found to be in good condition with some minor areas of maintenance needed.
2014	The bank stabilization project was inspected and found to be in good condition with some minor areas of maintenance needed.
2016	The bank stabilization project was inspected and found to be in good condition. Rock repairs on the revetment were noted. Minor loss of fill behind the seawall was observed near the store by the seaplane beach.
2017	The bank stabilization project was inspected and found to be in good condition. Lost fill behind the seawall had been replaced. Contract W911KB17C0036 for East Bulkhead - Wale and Tiebacks was awarded to STG, Inc. in August.
2018	Construction to install tube-steel wale and anchor beams and thread-bar tiebacks at the east bulkhead is completed.
2019	The bank stabilization project and the recently completed East Bulkhead-Wale and Tiebacks project were inspected in August. Visible portions of the bank stabilization project and the East Bulkhead project were found to be in good condition.

Table 2 Cost to Date

Project	Description	Cost $
012314	CG Appropriation	26,409,279
	CG Costs	25,169,004
	CG Contributed Appropriation	7,089,000
	CG Contributed Costs	6,600,099
075440	CG Appropriation	537,000
	CG Costs	537,000

Table 3 Range of Tides in feet

Tide Station	Mean Range	Diurnal Range	Extreme Range
946 6477 Bethel, Kuskokwim River AK	January 2, 1900	January 3, 1900	-

NOAA Publication Date: 01/14/2011

Bethel Bank Stabilization, Bethel, Alaska

Aerial of Bethel along the Kuskokwim River, 2014

Typical rock revetment and seawall at downstream end of Mission Road, 2017

Bethel Bank Stabilization, Bethel, Alaska

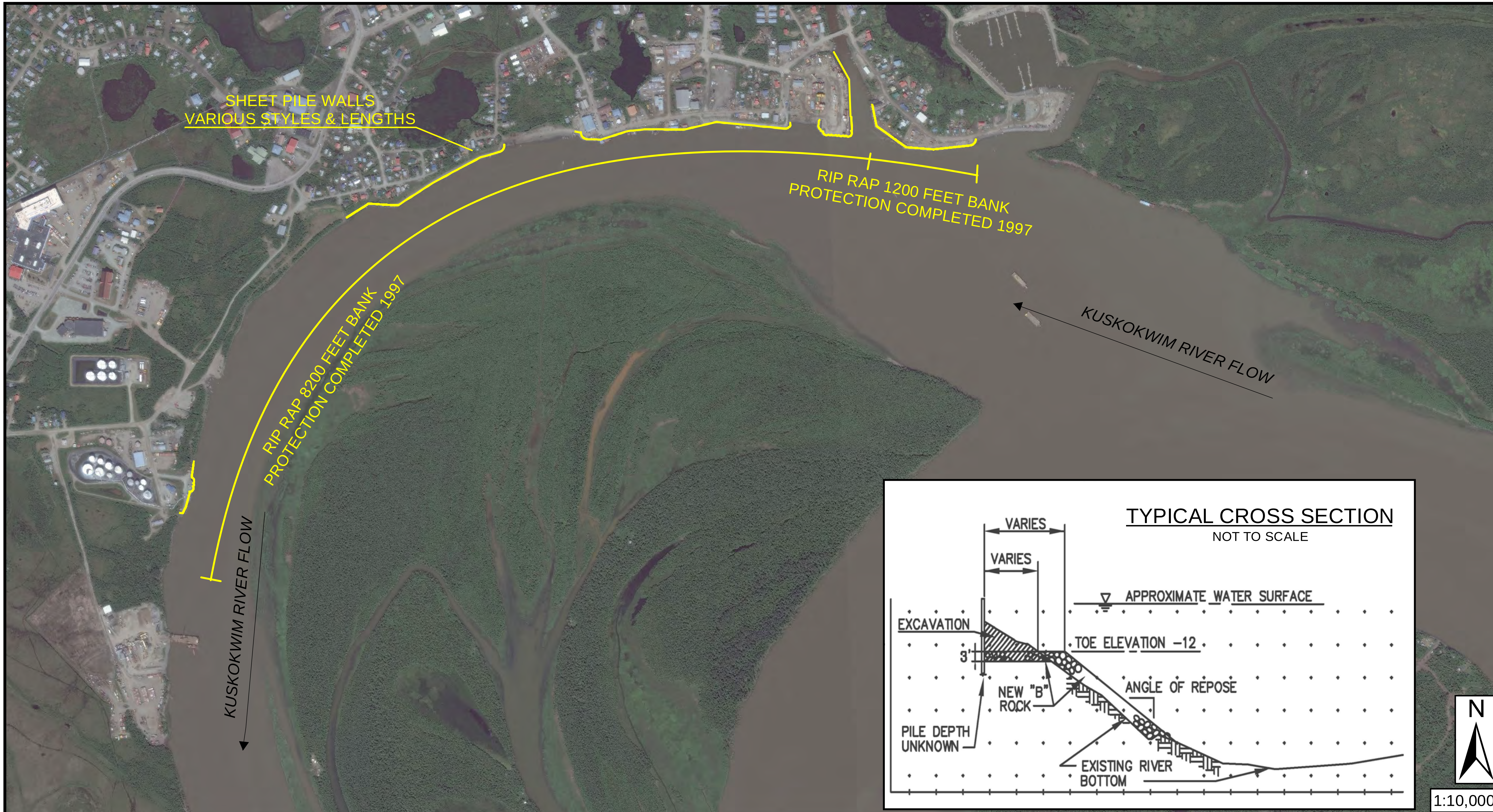
The Port of Bethel along the Kuskokwim River, August 2019

Bethel Bank Stabilization along Brown's Slough, June 2007

Bethel Bank Stabilization, Bethel, Alaska

Riprap transport for the Bethel Bank Stabilization project, July 2007

Placement of riprap, August 2007



BETHEL BANK STABILIZATION

BETHEL, ALASKA

US Army Corps of Engineers Alaska District

NOTES:

1. THIS LOCALITY IS SHOWN ON USGS QUADRANGLE: BETHEL D-8
2. CURRENT SURVEY INFORMATION FOR THIS PROJECT AT https://navigation.usace.army.mil/Survey/Hydro

MAP DATE: 202001 IMAGERY DATE: 201807

Imagery Credits: National Geographic, ESRI, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, METI, NRCAN, GEBCO, NOAA, IPC, DigitalGlobe, GeoEye, Earthstar Geographics, SIO