

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

**GRANT AGREEMENT UNDER THE
TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT, AND
RELATED AGENCIES APPROPRIATIONS ACT, 2010 (DIVISION A OF
THE CONSOLIDATED APPROPRIATIONS ACT, 2010 (PUB. L. 111- 117,
DEC. 16, 2009)), FOR THE NATIONAL INFRASTRUCTURE
INVESTMENTS DISCRETIONARY GRANT PROGRAM (TIGER II
DISCRETIONARY GRANTS)**

**NORTHWEST TENNESSEE REGIONAL PORT AUTHORITY
LOCATED AT
THE PORT OF CATES LANDING**

New Intermodal Port

Grant Number: DTMA1G11004

Appropriation Data:

7069M0143O 2011 1NTPCG0004 000015 0002 41010 61006600- \$13,000,000

This Agreement (the “Agreement” or “Grant Agreement”) reflects the selection of Northwest Tennessee Regional Port Authority’s Port of Cates Landing (“Grantee” or “Recipient”) as a Recipient of a grant awarded under the provisions of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2010 (Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111–117, Dec. 16, 2009)), regarding National Infrastructure Investments (the “Act”). The grant program under the Act is referred to as “TIGER II Discretionary Grants.”

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Grantee. This Agreement will be administered by The Maritime Administration (also referred to herein as “MARAD”).

- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project") and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.
- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act awards a TIGER II Discretionary Grant in the amount of Thirteen Million Dollars (\$13,000,000.00), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided under this Agreement. Grantee certifies that not less than Seven Million Dollars (\$7,000,000.00) in non-Federal funds are committed to fund this rural project. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
- 1.4 The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.
- 1.5 This Agreement shall also include the following Exhibits as integral parts hereof:
- | | |
|-----------|--|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Grantee |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:
- | | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Project Schedule |
| Attachment C | Project Budget |
| Attachment D | Performance Measurement Table |
- 1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the

Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER II Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):

The Project consists of the construction of an intermodal port located at Cates Landing, which is in the Northwest corner of Tennessee Lower Mississippi River mile 900 L: A dock terminal with an interlocking sheet pile structure that provides for direct load transfers between land and water; On-site access roads that connect the new port terminal to the improved State Route 22, which is now being expanded into a two-lane superhighway to Tiptonville, Tennessee, and a transit warehouse storage building and storage yard, the Project consists of the construction of docking facilities and on-site road improvements to create an intermodal connection between barge and truck traffic.

2.2 Project's Schedule Summary (for further information see Attachment B):

Planned Contract Award Date: July 6, 2011

Planned Construction Start Date: July 7, 2011

Planned Project Completion Date: December 31, 2012

2.3 Project's Budget Summary (for further information see Attachment C):

TIGER II Grant Funds and Additional Sources of Project Funds:

1) Grant Funds and Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$13,000,000.00
Federal Other Share (if any):	\$0.00
State Share (if any):	\$7,000,000.00
Local Share (if any):	\$0.00
Other Share (if any):	\$0.00
Total Project Cost:	\$20,000,000.00

2.4 Project's State and Local Planning Requirements:

The Federal Highway Administration approved this Project for inclusion in the Statewide Transportation Improvement Program (STIP) on January 2, 2011. The Project was

included in the Lake County Region Planning Zone Master Plan and was zoned for Industrial use as of July 1, 2010.

2.5 Project's Environmental Approvals and Processes:

National Environmental Policy Act (NEPA) Requirement. Notwithstanding the US Army Corps of Engineers and Tennessee Valley Authority NEPA approvals described in this paragraph, the Grantee may not draw down funds or incur expenses under this Agreement unless and until the NEPA process has been completed, and approved by MARAD, with a determination of whether further review, documentation, and/or mitigation measures are required, and the Grantee has satisfied any requirements contained in MARAD's determination. Once these conditions have been successfully completed, the Agency will then notify the Grantee that the review is complete. At that time, the distribution and expenditure of TIGER II Discretionary Grant funds may be authorized.

Environmental Documentation Type, Titles and Date: The analysis of the harbor facilities for the Port at Cates Landing was completed by United States Army Corps of Engineers (USACE) in August 2004. USACE Memphis District made a Finding of No Significant Impact based upon an Environmental Assessment of the Project.

Environmental Decision Type and Date:

- A. Finding of No Significant Impact and Environmental Assessment, United States Army Corps of Engineers, dated August 13, 2004.

An electronic copy of the FONSI issued by the USACE is located here:
http://www.mvm.usace.army.mil/environment/NW_TN_Harbor_Report.asp

- B. Finding of No Significant Impact, Tennessee Valley Authority, dated November 16, 2007.

An electronic copy of the FONSI issued by TVA is located here:
<http://www.portofcateslanding.com/TIGER/MISC%20DOCUMENTS/TVA%20FONSI.pdf>

Name of Agency and Office Approving each Environmental Decision Document:

United States Army Corps of Engineers
Tennessee Valley Authority

2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:
067432992

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): N/A

- 2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

J.E. Williamson, Jr.
Chairman, Northwest Tennessee Regional Port Authority
P. O. Box 1729
Dyersburg, Tennessee 38025
(731) 285-0374
portofcateslanding@dyerchamber.com

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER II Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by **March 30, 2011**. Grantee shall represent that the data in the Pre-project Report is current as of **December 31, 2010**.
- 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the

data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by **March 31, 2016**, which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of **December 31, 2015**.
- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the Government contacts listed in paragraph 3.2.1, or other system as designated by the Government, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing, at the following addresses:

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

Miss Judy Bowers
Grants Officer
1200 New Jersey Ave, SE
MAR-380, W28-201
Washington, DC 20590
202-366-1913
Judy.Bowers@dot.gov

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

- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, attached hereto as Attachment C, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. part 18 or part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

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

Miss. Judy Bowers

Grants Officer
1200 New Jersey Ave, SE
MAR-380, W28-201
Washington, DC 20590
202-366-1913
Judy.Bowers@dot.gov

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

SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 Project Procurement.

The Grantee will procure and award construction contracts in accordance with all applicable Federal law, as outlined in Exhibit D – Grant Assurances.

The Grantee retained the professional services of its current Architect/Engineer after soliciting statements of qualifications from four potential Architect/Engineering firms in 2002. The Grantee's current Architect/Engineer will remain employed by the Grantee to act as its representative and Project Engineer during the procurement, award, administration and closeout of the construction contracts procured under this Grant.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
- 5.1.1 The Grantee fails to obtain or provide any non-TIGER II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
 - 5.1.2 The Grantee fails to begin construction within 150 days after the execution of this Agreement.
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds within 120 days of the execution of this Agreement.

- 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; or
- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest
- 5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties.

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

There are three (3) identical counterparts of this Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. Upon final execution of this Agreement by the Grantee, the effective date shall be the date the Government awarded funding under this Agreement as set forth below. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

EXECUTION BY THE GOVERNMENT

Executed this 18th day of March, 2011.

David T. Matsuda
 Signature of Government's Authorized Representative
 Maritime Administration

David T. Matsuda
 Name of Government's Authorized Representative

Maritime Administrator
 Title

EXECUTION BY THE GRANTEE/RECIPIENT

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 15th day of March, 2011.



Signature of Grantee's Authorized Representative

J. E. Williamson, Jr.

Name of Grantee's Authorized Representative

Chairman, Northwest Tennessee

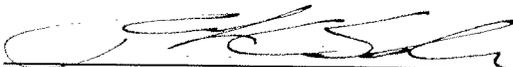
Regional Port Authority

Title

EXECUTION BY State Department of Transportation

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to assist the Grantee in the receipt and disbursement of the funds obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this 15th day of March, 2011.



Signature of State Department of Transportation Designated
Official Representative

John C. Schroer

Name of State Department of Transportation Designated Official
Representative

Commissioner

Title

Project Construction consisting of

- Port terminal construction, consisting of an interlocking steel-piled structure constructed to an elevation of 1 foot above the 100-year flood plain
- Imported backfill behind port bulkhead of 216,500 cubic yards of limestone rock and clean sand
- Mooring cells/dolphins for the port terminal and for the barge berthing area located just east of and directly across from the harbor opposite the port terminal
- Pile caps, fender pile, bull rail and loader tire fender
- Navigation buoys and port terminal security lighting
- Site grading, topsoil removal, ditching, storm water drainage, gravel construction entrance, and earth fill necessary to raise the site improvements on the 44-acre port site to an elevation of 1 foot above the 100-year flood plain. Site grading work will end with topsoil re-spread and permanent seeding.
- Storm water erosion-control measures including sediment ponds, rock check dams, silt fencing and hay bales necessary to abate the disturbances due to construction activities
- Construction of heavy-duty concrete port access road that is 24 feet wide with 12-foot wide gravel shoulders, meeting TDOT design specifications for two-lane superhighways
- Concrete-paved, 100,000 square foot lay-down storage yard for port product storage
- Gravel-paved, 100,000 square foot lay-down storage yard for port product storage
- Small port administration office building with parking area
- Port office utilities, including septic tank system
- 10,000 square foot transient warehouse constructed for dry product storage
- Truck weigh scale and foundation
- Site security fencing and site lighting
- Electric power connection for energy efficiency for tractor trailers and trucks for Clean Port USA standards

Project Deliverables for a completed and fully functioning port facility as outlined above in Project Implementation and Project Construction and as depicted on attached schematic plan.

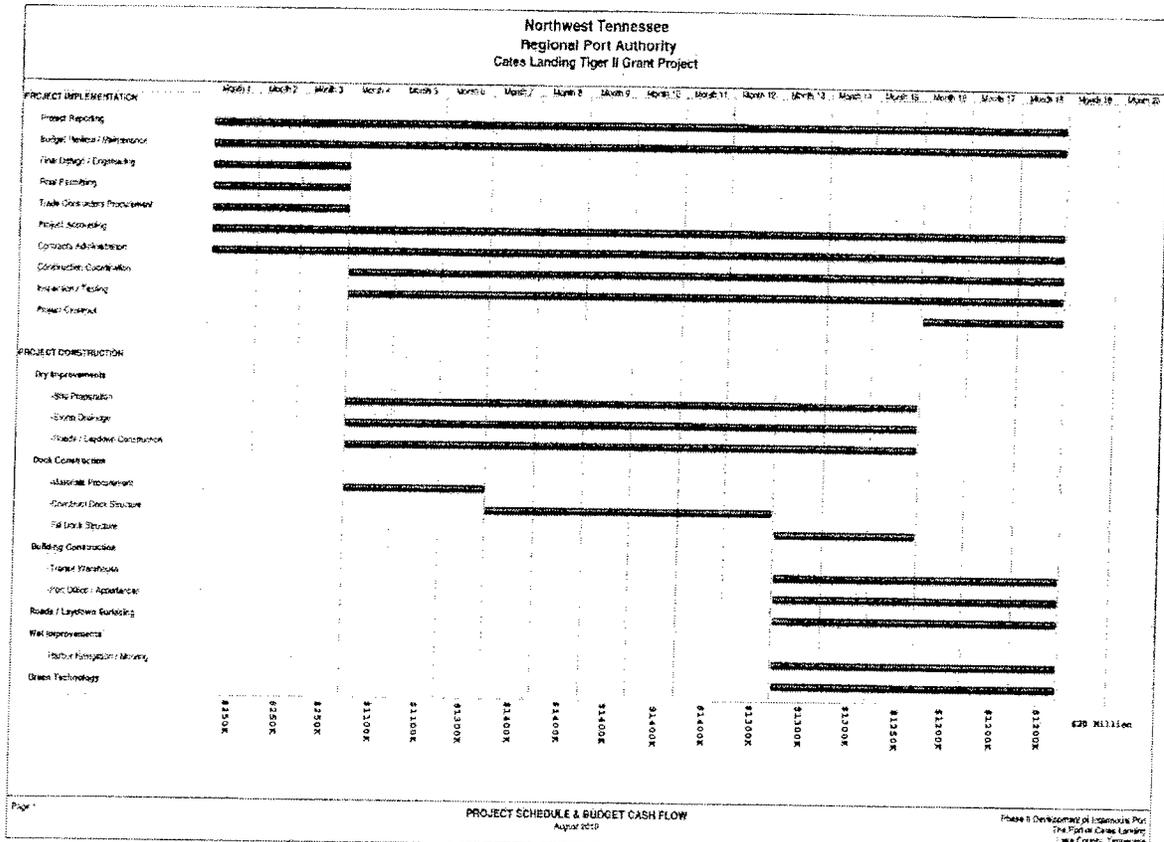
ATTACHMENT A STATEMENT OF WORK

The Project is the development of an intermodal port located at Cates Landing, which is in the northwest corner of Tennessee Lower Mississippi River mile 900 L and consists of docking facilities and on-site road improvements to create an intermodal connection between barge and truck traffic. It includes the following:

Project Implementation consisting of

- Project Reporting
 - Pre-project Report
 - Progress and Monitoring Reports
 - Performance Measures Reports
 - Project Outcome Report
- Budget Review/Maintenance
 - Annual Budget Review and Program Plan
 - Budget Updates and Maintenance
- Final Design and Engineering of certain Project Components including working drawings, construction documents, and bidding documents for the work bid packages
- Procurement of Construction-Related Permitting
- Trade Contractor Procurement
 - Quantity surveys and construction cost estimates for work bid packages
 - Preparation of work bid packages
 - Procure and evaluate work package bids
 - Awarding and preparing construction contracts for work bid packages
- Project Accounting as required by Grant
- Contract Administration of Trade Contractors
 - Provide administration of the work package contractors
 - Review and certify work package contractor pay estimates
- Construction Coordination
 - Provide Project Representative for field coordination of work package construction
 - Provide general inspection of the work package construction for Quality Control and Assurance
- Inspection and Testing by Design Engineers including third party independent testing services to ensure compliance
- Project Closeout
 - Coordinate and assemble final documents and warranties from work package contractors
 - Prepare as-built record drawing at completion of construction
 - Completion of Administrative Procedures
 - Certification of Project Expenses and Audit Reports
 - Final Federal Financial Report

ATTACHMENT B PROJECT SCHEDULE



ATTACHMENT C PROJECT BUDGET

A preliminary summary of the Project Budget is provided below:

<u>Project Component</u>	<u>Detail</u>	<u>Cost</u>
Dock construction	Terminal dock and fill	\$ 11,094,491
Dry improvements	Intermodal transfer facility	\$ 5,307,073
Wet improvements	Harbor navigation and mooring	\$ 500,000
Buildings	On-site warehouse and Harbor office	\$ 560,000
Roads	On-site roads and improvements	\$ 1,641,562
Green technology	Clean Ports USA standards	\$ 250,000
Inspection and Testing	Construction compliance	\$ 646,874
Total		\$ 20,000,000

See Attachment B, Project Schedule for further details.

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

Study Area: Measurements will track operations and performance for the intermodal port located at Cates Landing located in the northwest corner of Tennessee (Lower Mississippi River mile marker 900 L).

Table 1: Performance Measurement Table

Measure	Description of Measure	Frequency	Measurement Period
Environmental Benefits	The net reduction in carbon emissions attributable to the completion and operation of the Port related to reduction in vehicle miles of truck travel.	Yearly	<p>Pre-Project (Baseline) Measurement: Estimated benefits of the port as reported in the Business and Economic Research Center at Middle Tennessee State University 2009 and 2010 studies (pg. 19 of application)</p> <p>Performance Measurement: 3 years after the project opens for operation under normal conditions.</p>
Average Tons Handled per Day	Tons of general cargo (non-containerized) handled at a port terminal	Quarterly	<p>Pre-Project (Baseline) Measurement: Not applicable</p> <p>Performance Measurement: 3 years after the project opens for operation under normal conditions.</p>
Truck Miles of Travel Shift	The number of Truck miles of travel reduced by utilization of the port. Measured in vehicle miles between origin and destination.	Yearly	<p>Pre-Project (Baseline) Measurement: Estimated benefits of the port as reported in the Business and Economic Research Center at Middle Tennessee State University 2009 and 2010 studies (pg. 19 of application)</p> <p>Performance Measurement: 3 years after the project opens for operation under normal conditions.</p>
Average Daily Truck Traffic (ADTT)	ADTT measures truck traffic only traffic on a highway or road segment per day.	Quarterly	<p>Pre-Project (Baseline) Measurement: One Year before project commencement</p> <p>Performance Measurement: 3 years after the project opens for operation under normal conditions.</p>

Jobs Created	The number of Full Time Equivalent (FTE) jobs related to construction and operation at the port	Quarterly	<p>Pre-Project (Baseline) Measurement: Not applicable</p> <p>Performance Measurement: 4.5 years beginning with project construction and continuing after port opens for operation under normal conditions.</p>
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