

**AMENDMENT NO. 1 TO  
THE 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)  
DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
GRANT AGREEMENT  
ProvPort – The ReNEWable Port  
GRANT NUMBER: DTMA1G11007**

**PURPOSE OF AMENDMENT.**

(a) The purpose of this Amendment No. 1 to MARAD TIGER Grant No. DTMA1G11007 (“Grant Agreement”) is to replace the City of Providence (“Existing Grantee”), with the Rhode Island Economic Development Corporation (“New Grantee”) throughout the Grant and to make such amendments as necessary to the Grant to carry out the replacement of the Existing Grantee with the New Grantee.

(b) This Amendment will constitute a formal amendment to the Grant Agreement which was executed on March 21, 2011, by the Maritime Administration (the “Government” or “MARAD”) and the City of Providence. Except as modified, changed and supplemented by this Amendment No. 1, all terms and conditions of the Grant Agreement shall continue in full force and effect.

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

Section 1.3 – Funding Amounts. The amount of the Grant remains unchanged at not-to-exceed \$10,500,000.00. However, the Grantee share is changed to \$10,757,300. Replace the third sentence in this section with the following:

Grantee certifies that not less than Ten Million Seven Hundred Fifty Seven Thousand Three Hundred Dollars (\$10,757,300) in non-Federal funds are committed to fund the Project in order to satisfy the Act’s requirement that at least twenty percent (20%) of the Project’s costs are funded by non-Federal sources.

**SECTION 2. GRANTEE AND PROJECT INFORMATION.** The following sets out the amendments to the Grant Agreement:

- (a) Replacement of City of Providence with Rhode Island Economic Development Corporation as Grantee. On the title page and throughout the Grant Agreement, the Grant Agreement is amended to replace the City of Providence as Grantee with the Rhode

Island Economic Development Corporation by deleting references to the “City of Providence” and substituting such references with “Rhode Island Economic Development Corporation (RIEDC).”

(b) Section 2.2 – Project’s Schedule Summary.

a. Amend section 2.2 to read:

Planned Contract Award Dates: Crane Purchase: August 20, 2012  
Barge Design: August 20, 2012  
Barge Construction: October 31, 2012  
Planned Construction Start Dates: Cranes: September 1, 2012  
Barges: November 2012 & April 2013  
Project Completion Date: October, 2013

b. Attachment B, referred to in Section 2.2 of the Grant Agreement, shall be replaced in its entirety with the following:

**ATTACHMENT B: PROJECT SCHEDULE  
GRANT # IAA-DTMA-91-X-2011-0001  
TIGERII GRANT AWARD  
Revised June 20, 2012**

**March 2011 –**

- DOT executed TIGER II Grant / Project Commencement
- **June 2012** – Business documents finalized between Grantee and Sub-Grantee.
- Request for DOT/MARAD Grant amendment

**July 2, 2012 –**

- Competitive bid process for cranes begins
- Competitive bid process for barge engineering begins

**July 26, 2012 –**

- Competitive bid process for cranes finalized.
- Competitive bid process for barge engineering finalized.

**August 30, 2012 –**

- Awards for crane and design vendors

**September 10, 2012 –**

- Crane contract with vendor finalized
- Design contract with vendor finalized, commence barge specifications and drawings for RFP
- Order placed for two multi-purpose mobile harbor cranes
- Revised project budgets, schedule submitted to MARAD as needed

**September 22, 2012 –**

- Crane construction commences (two mobile harbor cranes)
- Barge designs/specifications completed
- Barge design drawings sent to shipyards (RFQ)/Design completion/payment

**October 2012 –**

- Barge shipyard contract awarded
- Finalize Barge shipyard contract / order placed for two ABS certified barges
- Barge 1 construction commences

**November 2012 –**

- Crane inspection at factory

**December 2012 –**

- Crane inspection at factory
- Barge 1 inspection at shipyard

**January 2013 –**

- Crane factory training
- Crane delivery contracted

**February 2013 –**

- Cranes manufactured-completion transport arranged
- Crane ocean delivery scheduled

**March 2013 –**

- Barge 1 inspection at shipyard

**April 2013 –**

- Crane final delivery-arrival to Port of Providence Rhode Island (“ProvPort”)
- Crane final assembly
- Crane certification
- Barge 1 completion at shipyard additional modifications for crane integration commence
- Barge 2 construction commences
- Barge delivery RFQ

**May 2013 –**

- Crane Handover—Transfer of Title
- Crane operator training

**June 2013 –**

- Barge 1 final completion of additional modifications
- Barge 1 inspection at shipyard

**July 2013 –**

- Barge 1 delivery scheduled

**August 2013 –**

- Barge 1 delivery to ProvPort
- Barge 2 inspection at shipyard

**September 2013 –**

- Barge 2 completion at shipyard additional modifications for crane integration commence

**October 2013 –**

- Barge 2 completions of modifications
- Barge 2 delivery scheduled
- Barge 2 delivery to ProvPort
- **Project completion**

**November 2013 –**

- Final Project reporting

Section 2.3. Project's Budget Summary. Change this section to revise the non-Federal share and total project cost. The Federal share of this grant remains unchanged. Replace Section 2.3 with the following:

1) Grant Funds and Sources of Project Funds:	
TIGER II Discretionary Grant Amount:	\$10,500,000.00
Federal Other Share	0.00
State Share	\$10,757,300.00
Local Share	0.00
Other Share	0.00
<b>Total Project Cost:</b>	<b>\$21,257,300.00</b>

(c) Cost Savings. Section 2 of the Grant Agreement is amended by adding the following:

“2.3.1 If there are any cost savings or if the contract award is under the engineer’s estimate, the Grantee’s funding amount and percentage share may be reduced, provided that the Grantee’s share of the costs under the Act may not be reduced below 20% for urban area projects.” Correspondingly, if the cost of the total project comes in under budget, MARAD funding will be used in full as long as the grantee’s share of the cost meets the 20% threshold.

(d) Replacement of Grantee’s Dun and Bradstreet Information and Addition of ProvPort as Sub-Grantee. Section 2.6 is amended to replace DUNS number for the City of Providence with DUNS number for the New Grantee, RIEDC, 824875843. Section 2.6 shall be further amended to add ProvPort (DUNS number 836759928) as a Sub-Grantee

(e) Replacement of Grantee’s Designation of Official Contact. Section 2.7 is amended to replace “Thomas E. Deller” with “William Parsons,” as the Grantee’s Designation of Official Contact.

(f) Replacement of report recipient: Section 3.2.1 and section 3.5 are amended by removing Mr. Robert Mariner’s contact information and replacing it with the following:

OST TIGER Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE  
Washington, DC 20590

(202) 366-8914  
TIGERGrants@dot.gov

- (g) Annual Budget Review and Program Plan: Revise the first sentence of section 3.3 to read the following:

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, using the signature date of this Amendment as the Agreement year.

- (h) Special Grant Requirements: Replace section 4.1 with the following, and add sections 4.2 through 4.6:

“4.1 Any items purchased with federal funds under this Grant Agreement shall not be encumbered by any type of voluntary lien during the term of this Grant Agreement. The barge component of the project is not subject to this prohibition; however, any voluntary lien or encumbrance placed upon any such barge shall be expressly limited to the barge itself and shall expressly exclude any equipment and appurtenances related to the barge including, but not limited to, the cranes.

4.2 The Grantee will purchase cranes pursuant to a competitive bid process to be conducted by the State of Rhode Island Department of Administration on behalf of the Grantee.

4.3 Grantee will have the barges designed pursuant to a competitive bid process to be conducted by the Rhode Island Department of Administration on behalf of the Grantee.

4.4 Grantee will purchase the barges pursuant to a competitive bid process to be conducted by the Rhode Island Department of Administration on behalf of the Grantee.

4.5 Grantee and ProvPort will enter into a twelve year lease agreement pursuant to which Grantee will lease the barges to ProvPort.

4.6 The cranes, barges and other equipment related to this grant shall be located at or adjacent to ProvPort’s facilities in Providence, Rhode Island. The use of the Project Equipment in other Rhode Island waters of Narragansett Bay and its tributaries during the term of the financing shall only be conducted with prior written notice given by the sub-grantee to the grantee at least 24 hours in advance, including where the cranes will be deployed. The deployment of Project Equipment to other Rhode Island waters areas of Narragansett Bay and its tributaries shall only be conducted in a manner that does not adversely impact the Port’s expected benefits to its operations, as outlined in the Application. The use of the Project Equipment outside of Rhode Island waters, Narragansett Bay, and its tributaries shall require the prior written consent of both the Grantee and MARAD.”

- (i) Extension of right of termination date with respect to commencement of construction. Section 5.1.2 is deleted and replaced with the following:

“Section 5.1.2 The Grantee fails to begin construction within 150 days of the execution of Amendment No. 1 to this Agreement.”

- (j) Extension of right of termination date with respect to expenditure of Grant funds. Section 5.1.3 is deleted and replaced with the following:

“5.1.3. The Grantee fails to begin expenditure of Grant funds within 120 days of the execution of Amendment No. 1 to this Agreement.”

- (k) Obligation of grant funds at the time of execution of amendment. Section 5.2 is deleted and replaced with the following:

“5.2 Funds made available under this Agreement were obligated at the time of execution of this Agreement (March 21, 2011). Funds will continue to be available under this Agreement, 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.”

- (l) Attachment C Project Budget: Replace Attachment C with the following:

**ATTACHMENT C: PROJECT BUDGET  
PROVPORT TIGER 2 GRANT AWARD  
July 2012 Revision**

Project Component Funding Plan

#	Component	Grant	ProvPort Match	Total Project
1	<b>Mobile Harbor Cranes Construction</b>			
	Construction (2 cranes)			\$ 9,748,800
	Crane Attachments			\$ 530,450
	Port Charges			\$ 150,960
1a	<b>Crane Delivery/Commissioning</b>			
	*Option 1-US Flag Delivery			1,200,000.00
	*100% on US Carrier			
1b	<b>Crane Delivery/Commissioning</b>			
	*Option 2-US & Foreign Flag Delivery			610,000.00
	*51+% on US Carrier			
	<b>Crane Totals *Delivery Option 1</b>	\$ 10,500,000	\$ 1,130,210	\$ 11,630,210
	<b>Crane Percentages</b>	90.28	9.72	100.00
2	<b>Barge Design/Engineering</b>			
	Design and Engineering dwgs			\$ 55,000
	Project Mgt Services/Engineering liason			\$ 30,000
	<b>Design/Engineering Totals</b>	\$ -	\$ 85,000	\$ 85,000
	<b>Design/Engineering Percentages</b>	-	100.00	100.00
3	<b>Barge Construction</b>			
	New Build Barge #1			\$ 3,547,945
	New Build Barge #2			\$ 3,547,945
	Barge Modifications for Crane integration			\$ 1,250,000
	Project Mgt Services			\$ 40,000
	<b>Barge Construction Totals</b>	\$ -	\$ 8,385,890	\$ 8,385,890
	<b>Barge Construction Percentages</b>	-	100.00	100.00
4	<b>Barge Delivery</b>			
	Barge Delivery from US Shipyard			\$ 450,000
	Project Mgt-Integration of cranes			\$ 30,000
	<b>Delivery and Mgt Services Totals</b>	\$ -	\$ 480,000	\$ 480,000
	<b>Delivery and Mgt Services Percentages</b>	-	100.00	100.00
5	<b>Miscellaneous Expenses</b>			
	Legal Fees			\$ 150,000
	Bank Commitment Fee			\$ 30,000
	Bank Legal Fees			\$ 50,000
	Intrest on Construction loan			\$ 205,000
	Project/Grant Administration Expense			\$ 40,000
	Crane Certification (ICGB)			\$ 1,200
	Contingency			\$ 200,000
	<b>Miscellaneous Totals</b>	\$ -	\$ 676,200	\$ 676,200
	<b>Miscellaneous Percentages</b>	-	100.00	100.00
	<b>TIGER PROJECT TOTALS</b>	\$ 10,500,000	\$ 10,757,300	\$ 21,257,300
	<b>TIGER PROJECT PERCENTAGES</b>	49.39	50.61	100.00

**SECTION 6. EXECUTION OF AMENDMENT**

There are four (4) identical counterparts of this Amendment No. 1 in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Amendment, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Amendment by the Parties, the effective date will be the date the Government executes this Amendment as set forth below.

**EXECUTION BY THE GOVERNMENT**

Executed this 19 day of Sept, 2012.

David T. Matsuda  
Signature of Government's Authorized Representative

DAVID T. MATSUDA  
Print Name

MARITIME ADMINISTRATOR  
Title

**EXECUTION BY THE EXISTING GRANTEE, CITY OF PROVIDENCE**

Executed this 18 day of SEPT, 2012.

James S. Bennett  
Signature of City of Providence's Authorized Representative

JAMES S BENNETT  
Print Name

DIRECTOR OF ECONOMIC DEVELOPMENT  
Title

**EXECUTION BY THE NEW GRANTEE/RECIPIENT, RHODE ISLAND ECONOMIC DEVELOPMENT CORPORATION**

Executed this 18 day of Sept, 2012.

*William J. Parsons*

Signature of Rhode Island Economic Development Corporation's  
Authorized Representative

William J. Parsons

Print Name

Managing Director

Title