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

GRANT AGREEMENT UNDER THE FULL-YEAR CONTINUING APPROPRIATIONS, 2011, (DIVISION B OF THE DEPARTMENT OF DEFENSE AND FULL-YEAR CONTINUING APPROPRIATIONS ACT, 2011 (PUB. L. 112–10, APR. 15, 2011)), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2011 TIGER DISCRETIONARY GRANTS)

BOARD OF COMMISSIONERS PORT OF NEW ORLEANS

MISSISSIPPI RIVER INTERMODAL TERMINAL
AND
YARD IMPROVEMENTS

MARAD FY 2011 TIGER Grant Number - DTMA1G12003

7069M3143O 2012 1PNOG12003 0000150002 41010 SLG61006600 - $16,738,246

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of Board of Commissioners Port of New Orleans ("Grantee," "Recipient," or "PONO") as a Recipient of a grant awarded under the provisions of the Full-Year Continuing Appropriations, 2011 (Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Pub. L. 112–10, Apr. 15, 2011)), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2011 TIGER Discretionary Grants" or "TIGER 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" or the "Government").

1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled Mississippi River Intermodal Terminal and Yard Improvements, 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 Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of Sixteen Million Seven Hundred Thirty Eight Thousand Two Hundred Forty Six Dollars ($16,738,246), 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 by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than Three Million Three Hundred Forty Seven Thousand Six Hundred Forty Nine ($3,347,649) 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. 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 by 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	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table
Attachment E	Grant Application

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 Discretionary Grant Program, provides the following information:

2.1 Project's Statement of Work Summary (for further information see Attachment A):
The project is a 16-acre intermodal construction project at the Port of New Orleans. The PONO is a political subdivision of the State of Louisiana and a distinctly separate and independent government entity from the municipality of the City of New Orleans.

The proposed TIGER project involves enhancing port infrastructure investments through the construction of a new freight rail intermodal terminal including the relocation and reconfiguration of an existing 12 acre rail intermodal facility and approximately 4 acres of cargo yard paving improvements. The project is intended to promote sustainability by reducing congestion and the carbon footprint of regional and national transportation systems, facilitate the movement of marine and rail cargo, stimulate international commerce, and enhance safety and energy efficiency with modal conversion to improved Port of New Orleans rail and marine services.

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

Planned Start of Final Design: **12/1/12**

Planned End of Final Design: **4/30/13**

Planned Construction Contract Award Date: **4/24/13**

Planned Construction Start Date: **5/13/13**

Planned Project Construction Completion Date: **6/30/14**

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

FY11 TIGER Discretionary Grant Funds and Additional Sources of Project Funds:

FY11 TIGER Discretionary Grant Amount:	$16,738,246	66.6%
Other Federal Funds (if any):	$ 0	0 %
State Funds (if any):	$1,700,000	6.8%
Local Funds (if any):	$ 0	0 %
Other Funds (if any):	$6,685,945	26.6%
Total Project Cost:	$25,124,191	100%

Planned Cost of Final Design: **$1,841,078**

Planned Cost of Construction: **$22,432,314**

Planned Cost of Construction Administration and Testing: **$850,800**

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.

2.4 Project's State and Local Planning Requirements: Grantee is a political sub-division of the State of Louisiana and separate from local government. Since the project is on Port of New Orleans property the only State or Local involvement was for the environmental documents and approvals.

2.5 Project's Environmental Approvals and Processes:

National Environmental Policy Act (NEPA) Requirement 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 Discretionary Grant funds may be authorized.

Environmental Documentation Type, Titles and Date: The Federal Railroad Administration Categorical Exclusion (CE) Statutory Checklist has been completed and is under review by MARAD and FRA. Draft completed October 17, 2011, Updated December 15, 2011 with State Historic Preservation Office concurrence and Louisiana Department of Natural Resources Consistency Determination, Updated February 1, 2012 with corrected appendices and figures.

Environmental Decision Type and Date: MARAD and FRA determination pending as of the execution date of this grant agreement.

Name of Agency and Office Approving each Environmental Decision Document: Louisiana Department of Natural Resources; Louisiana State Historic Preservation Office; Federal Maritime Administration Office of Environment; and Federal Rail Administration Office of Railroad Policy and Development.

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: **961401064**

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

Catherine Dunn
Deputy Director Port Development
Board of Commissioners Port of New Orleans
1350 Port of New Orleans Place
New Orleans, LA 70130
504-528-3215
dunnc@portno.com

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER 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 **January 31, 2013**. Grantee shall represent that the data in the Pre-project Report is current as of **June 30, 2012**.

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, 2018** 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, 2017.**

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 FY11 TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: MARAD FY 2011 TIGER Discretionary Grant Number DTMA1G12003 - Performance Measure Report No. 1 or 2 or 3, etc.

3.2 **Project Progress and Monitoring Reports**: Consistent with the purposes of the TIGER 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 contacts designated by the Government in section 3.5, 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 the Grant number, to the contacts designated by the Government in section 3.5.

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 Estimated Project Budget, the

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 Estimated Project Budget, 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.

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:

Field Modal Contact Designated as Official Contact:

James Murphy
Gateway Office Director
Maritime Administration
500 Poydras Street, Suite 1223
New Orleans, LA 70130
504-589-2000 (Ext 229)
james.murphy@dot.gov

and

HQ Modal Contact Designated as Official Contact:

Robert Bouchard
Director Office of Infrastructure Development
Maritime Administration
1200 New Jersey Ave SE Washington DC 20590
202-366-5076
robert.bouchard@dot.gov

Judy Bowers, Contracting Officer
Office of Acquisition, Maritime Administration
1200 New Jersey Avenue, SE, Washington, DC 20590
202-366-1013
judy.bowers@dot.gov

and
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

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 There are no special grant requirements for this Project.

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 Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

5.1.2 The Grantee fails to begin construction before **April 30, 2013.**

5.1.3 The Grantee fails to begin expenditure of Grant funds by **April 30, 2013.**

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 schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,

5.1.5 The Government determines that the public objectives of the Project cannot be accomplished.

5.2 Funds made available under this Agreement shall be obligated by Grantee on or before **September 30, 2013**. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through **September 30, 2018**, 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. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by MARAD in writing (including by email).

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 16 day of August, 2012.

David T. Matsuda

Maritime Administrator

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 17th day of July, 2012.

Signature of Grantee's Authorized Representative

GARY LAGRANGE

Name of Grantee's Authorized Representative

President and CEO

Title

Approved:

Attorney for Board

ATTACHMENT A
STATEMENT OF WORK

The Project is a 16-acre intermodal construction project at the Port of New Orleans. It consists primarily of two components; the intermodal rail terminal and associated yard improvements.

The 12 acre intermodal terminal involves engineering, design, mobilization, construction, inspection and administrative activities. The intermodal rail terminal entails the removal of existing rail tracks and the reconfiguration of rail access to accommodate increased intermodal container operations. Specifically, this component of the project involves administrative, inspection, and administrative activities; drainage and other utility improvements; track work consisting of removal of 20,500 track feet. Removal of 14 turnouts, installation of 3 turnouts, installation of 7,800 track feet of heavy 115 lb. rail, installation of 430 track feet of at grade crossing panels, and 2,600 tons of sub ballast. Removal and installation of 32,000 square yards of base and paving, new compressor facilities, high mast lighting and a side loader funded by the grantee as part of the non-federal match.

The 4 acres of yard improvements will provide a smooth and rigid yard paving surface with high-loading capacity to efficiently accommodate increasingly heavier cargos at the Port of New Orleans with no dust or contaminants. The new paving improvements will be designed for a uniform live load of 1,000 pounds per square foot to accommodate the handling and storage of ultra-heavy loads inherent to steel and project cargo, enabling the Port of New Orleans to process more such cargo. The yard improvements are comprised of demolition and removal of existing fences, concrete, drains, sewer lines debris, base and subgrade materials, electrical infrastructure, bollards, drain inlets, and other infrastructure as may be uncovered. The remainder of the yard improvements consists of the installation of new base and paving, fencing, drainage infrastructure, erosion control devices, signage, pavement markings, phone service, electrical service, water service including fire hydrants, and necessary jack and bore activities to support utility installations. Engineering, mobilization, testing, and administration activities are also included.

ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

Estimated project schedule is as follows:

Yard Improvements

1. Engineering: Engineering design is not included in this project as it was performed as part of a previous project.
2. Right of Way: Right of way is not required as part of this project.
3. Advertise: 12/3/12
4. Bid Opening: 1/10/13
5. Award: 1/24/13
6. Begin Construction: 2/13/13
7. End Construction: 3/30/14

Intermodal Rail Terminal

1. Begin Final Design: 12/1/12
2. End Final Design: 4/30/13
3. Right of Way: Right of way is not required as part of this project.
4. Advertise: 3/6/13
5. Bid Opening: 4/10/13
6. Award: 4/24/13
7. Begin Construction: 5/13/13
8. End Construction: 6/30/14

ATTACHMENT C
ESTIMATED PROJECT BUDGET

Attachment C
ESTIMATED Project Budget

Description	Quantity	Unit of Measure	Unit Price	Item Total	TIGER 3 Funded	State of LA Funded	PONO Funded
PROJECT COMPONENT 1: INTERMODAL RAIL TERMINAL							
Site Mobiliz:	1	Lump Sum	$1,698,280.00	$1,698,280.00	$ 1,419,692.40	$ -	$ 278,587.60
Drainage							
Heavy-Duty	4	EA	$15,000.00	$60,000.00	$ 50,157.54	$ -	$ 9,842.46
Catch Basins	8	EA	$7,800.00	$62,400.00	$ 52,163.84	$ -	$ 10,236.16
Storm Sewer	4,500	LF	$55.00	$247,500.00	$ 206,899.84	$ -	$ 40,600.16
Drainage Pur	1	Lump Sum	$1,600,000.00	$1,600,000.00	$ 1,337,534.35	$ -	$ 262,465.65
Track Work							
Track Remov	20,500	TF	$45.00	$922,500.00	$ 771,172.15	$ -	$ 151,327.85
Turnout Rem	14	EA	$10,000.00	$140,000.00	$ 117,034.26	$ -	$ 22,965.74
Turnout Insta	3	EA	$155,000.00	$465,000.00	$ 388,720.92	$ -	$ 76,279.08
Track Installi	7,800	TF	$200.00	$1,560,000.00	$ 1,304,095.99	$ -	$ 255,904.01
At-Grade Cr	430	TF	$1,000.00	$430,000.00	$ 359,462.36	$ -	$ 70,537.64
Sub ballast	2,600	TN	$48.00	$124,787.52	$ 104,317.25	$ -	$ 20,470.27
Paving and Facilities							
Remove Pav	32,000	SY	$18.00	$576,000.00	$ 481,512.37	$ -	$ 94,487.63
Excavation (	22,778	SY	$5.00	$113,888.89	$ 95,206.44	$ -	$ 18,682.45
Install New I	32,000	SY	$230.00	$7,360,000.00	$ 6,152,658.02	$ -	$ 1,207,341.98
Install Old T	22,778	SY	$35.00	$797,222.22	$ 666,445.07	$ -	$ 130,777.15
Geogrid	32,000	SY	$8.00	$256,000.00	$ 214,005.50	$ -	$ 41,994.50
Facilities							
Yard Air Co	1	EA	$115,000.00	$115,000.00	$ 96,135.28	$ -	$ 18,864.72
Yard Air Bui	1	EA	$55,000.00	$55,000.00	$ 45,977.74	$ -	$ 9,022.26
Yard Air Co	2	EA	$2,800.00	$5,600.00	$ 4,681.37	$ -	$ 918.63
Yard Air Pip	300	LF	$48.00	$14,400.00	$ 12,037.81	$ -	$ 2,362.19
Lighting (15	4	EA	$225,000.00	$900,000.00	$ 752,363.07	$ -	$ 147,636.93
Fencing	3,700	LF	$75.00	$277,500.00	$ 231,978.61	$ -	$ 45,521.39
Subtotal, Construction Costs				**$17,781,078.63**	**$14,864,252.17**	**$0.00**	**$2,916,826.46**
Engineering cost, testing, administration (12%)				$2,241,729.44	$ 1,873,993.83	$ -	$ 367,735.61
TOTAL , INTERMODAL RAIL TERMINAL				**$20,022,808.07**	**$16,738,246.00**	**$0.00**	**$3,284,562.07**
PROJECT COMPONENT 2: YARD IMPROVEMENTS							
Mobilization	1	Lump Sum	$200,000.00	$200,000.00	$ -	$ 73,098.87	$ 126,901.13
Demolition & Removal							
Removal of (	1	Lump Sum	$1,860.00	$1,860.00	$ -	$ 679.82	$ 1,180.18
Concrete/Bri	20,350	SY	$7.00	$142,450.00	$ -	$ 52,064.67	$ 90,385.33
Removal of I	1	Lump Sum	$20,000.00	$20,000.00	$ -	$ 7,309.89	$ 12,690.11
Removal of	1	Lump Sum	$7,000.00	$7,000.00	$ -	$ 2,558.46	$ 4,441.54
Asphalt Pave	310	SY	$5.00	$1,550.00	$ -	$ 566.52	$ 983.48
Removal of I	1	Lump Sum	$4,000.00	$4,000.00	$ -	$ 1,461.98	$ 2,538.02
Removal of I	1	Lump Sum	$2,000.00	$2,000.00	$ -	$ 730.99	$ 1,269.01
Removal of S	1	Lump Sum	$235,000.00	$235,000.00	$ -	$ 85,891.17	$ 149,108.83
Unknown Im	1	Lump Sum	$35,000.00	$35,000.00	$ -	$ 12,792.30	$ 22,207.70
Electrical De	1	Lump Sum	$25,000.00	$25,000.00	$ -	$ 9,137.36	$ 15,862.64
Removal of I	1	Lump Sum	$6,200.00	$6,200.00	$ -	$ 2,266.06	$ 3,933.94
Removal of I	45	EA	$125.00	$5,625.00	$ -	$ 2,055.91	$ 3,569.09
Removal of I	20	EA	$1,000.00	$20,000.00	$ -	$ 7,309.89	$ 12,690.11
Pavement Improvements							
18" pavemen	21,720	SY	$120.00	$2,606,400.00	$ -	$ 952,624.41	$ 1,653,775.59
12" Pavemen	300	SY	$95.00	$28,500.00	$ -	$ 10,416.59	$ 18,083.41
4" Pavement	630	SY	$60.00	$37,800.00	$ -	$ 13,815.69	$ 23,984.31
Temporary F	1	Lump Sum	$20,000.00	$20,000.00	$ -	$ 7,309.89	$ 12,690.11
Security Fen	1	Lump Sum	$50,000.00	$50,000.00	$ -	$ 18,274.72	$ 31,725.28
Drainage Inl	6	EA	$8,000.00	$48,000.00	$ -	$ 17,543.73	$ 30,456.27
Trench Drain	200	LF	$650.00	$130,000.00	$ -	$ 47,514.26	$ 82,485.74
Slotted Drain	570	LF	$650.00	$370,500.00	$ -	$ 135,415.65	$ 235,084.35
Guard Posts	7	EA	$600.00	$4,200.00	$ -	$ 1,535.08	$ 2,664.92
Drainage Pur	1	EA	$30,000.00	$30,000.00	$ -	$ 10,964.83	$ 19,035.17
18" Reinforc	130	LF	$125.00	$16,250.00	$ -	$ 5,939.28	$ 10,310.72
24" Reinforc	610	LF	$150.00	$91,500.00	$ -	$ 33,442.73	$ 58,057.27
Gatic Access	7	EA	$1,000.00	$7,000.00	$ -	$ 2,558.46	$ 4,441.54

Description	Quantity	Unit of Measure	Unit Price	Item Total	TIGER 3 Funded	State of LA Funded	PONO Funded
6" Polyvinyl	1	Lump Sum	$124,000.00	$124,000.00	$ -	$ 45,321.30	$ 78,678.70
Aggregate St	1	Lump Sum	$3,800.00	$3,800.00	$ -	$ 1,388.88	$ 2,411.12
Erosion Cont	1	Lump Sum	$6,200.00	$6,200.00	$ -	$ 2,266.06	$ 3,933.94
Temporary T	1	Lump Sum	$500.00	$500.00	$ -	$ 182.75	$ 317.25
New Sewer I	1	Lump Sum	$18,600.00	$18,600.00	$ -	$ 6,798.19	$ 11,801.81
Pavement Mi	1	Lump Sum	$41,500.00	$41,500.00	$ -	$ 15,168.01	$ 26,331.99
AT&T Servi	1	Lump Sum	$93,000.00	$93,000.00	$ -	$ 33,990.97	$ 59,009.03
Electrical Sit	1	Lump Sum	$93,000.00	$93,000.00	$ -	$ 33,990.97	$ 59,009.03
Removal of S	1	Lump Sum	$7,000.00	$7,000.00	$ -	$ 2,558.46	$ 4,441.54
Jack & Bore	1	Lump Sum	$93,000.00	$93,000.00	$ -	$ 33,990.97	$ 59,009.03
Fire Hydrant	1	Lump Sum	$24,800.00	$24,800.00	$ -	$ 9,064.26	$ 15,735.74
Subtotal, Construction Costs				**$4,651,235.00**	**$0.00**	**$ 1,700,000.00**	**$ 2,951,235.00**
Engineering cost, testing, administration (12%)				$558,148.20	$ -	$ -	$ 558,148.20
TOTAL, PAVING IMPROVEMENTS COMPONENT				**$5,209,383.20**	**$0.00**	**$1,700,000.00**	**$3,509,383.20**
GRAND TOTAL FOR ALL COMPONENTS				**$25,232,191.27**	**$16,738,246.00**	**$1,700,000.00**	**$6,793,945.27**

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

Intermodal rail and yard improvements to a 16-acre site located on the Mississippi River at the Port of New Orleans in New Orleans, Louisiana, involving the reconfiguration and relocation of an existing 12-acre rail yard into a modern freight intermodal terminal at the Napoleon Avenue Container Terminal and yard improvements to an existing 4-acre cargo yard.

Table 1: Performance Measurement Table

Measure	Description of Measure	Reporting Period	Measurement Period
YARD IMPROVEMENTS			
Annual avg. tons handled/day broken down by commodity/cargo type	Tons of general cargo handled at the port	One Pre-Project Report received by January 31, 2013. Quarterly Interim Project Performance Reports, for a period of 3 years after the project construction is completed and until the project outcomes report is completed, received within 30 days of the end of the preceding quarter.	**Pre-Project Report:** Covers a minimum of the four consecutive quarters immediately prior to project construction, accurate as of June 2012. **Interim Project Performance Reports:** Q1 = January through March, Q2 = April through June Q3 = July through September Q4 = October through December
Annual number & volume of cargo and containers	Total count of cargo transiting the yard, broken down by type (containerized vs. other)	One Pre-Project Report received by January 31, 2013. Quarterly Interim Project Performance Reports, for a period of 3 years after the project construction is completed and until the project outcomes report is completed, received within 30 days of the end of the preceding quarter.	**Pre-Project Report:** Covers a minimum of the four consecutive quarters immediately prior to project construction, accurate as of June 2012. **Interim Project Performance Reports:** Q1 = January through March, Q2 = April through June Q3 = July through September Q4 = October through December

INTERMODAL RAIL TERMINAL			
Increased rail activity at the TIGER grant funded intermodal rail terminal and increased shift in transport mode from truck to rail	The total number of containers transported to/from the new terminal broken down by transportation mode (rail, barge and truck). The measure(s) shall include a description of the methodology for collection and reporting of data.	One Pre-Project Report received by January 31, 2013. Quarterly Interim Project Performance Reports, for a period of 3 years after the project construction is completed and until the project outcomes report is completed, received within 30 days of the end of the preceding quarter.	**Pre-Project Report:** Covers a minimum of the four consecutive quarters immediately prior to project construction, accurate as of June 2012. **Interim Project Performance Reports:** Q1 = January through March, Q2 = April through June Q3 = July through September Q4 = October through December
Annual average Truck Traffic	Total amount of truck traffic on the Port per day	One Pre-Project Report received by January 31, 2013. Quarterly Interim Project Performance Reports, for a period of 3 years after the project construction is completed and until the project outcomes report is completed, received within 30 days of the end of the preceding quarter	**Pre-Project Report:** Covers a minimum of the four consecutive quarters immediately prior to project construction, accurate as of June 2012. **Interim Project Performance Reports:** Q1 = January through March, Q2 = April through June Q3 = July through September Q4 = October through December
Annual average transit time for cargo	Average amount of time to move cargo from one mode to another, broken down by movement (ship to rail, rail to truck, etc.)	One Pre-Project Report received by January 31, 2013. Quarterly Interim Project Performance Reports, for a period of 3 years after the project construction is completed and until the project outcomes report is completed, received within 30 days of the end of the preceding quarter	**Pre-Project Report:** Covers a minimum of the four consecutive quarters immediately prior to project construction, accurate as of June 2012. **Interim Project Performance Reports:** Q1 = January through March, Q2 = April through June Q3 = July through September Q4 = October through December

EXHIBIT A

LEGISLATIVE AUTHORITY

1. The U.S. Department of Transportation (DOT or Government) is authorized to award $526.944 million in FY 2011FY 2011 TIGER Discretionary Grants pursuant to Title XII (Transportation, Housing and Urban Development, and Related Agencies) of Division B of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Pub. L.112-10, Apr. 15, 2011) (the "Act"). This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or "TIGER Discretionary Grant", program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") and the FY 2011 TIGERFY 2011 TIGER Discretionary Grants pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010. Because of the similarity in program structure and objectives, DOT is referring to the grants for National Infrastructure Investments under the Act as "TIGER Discretionary Grants".

2. The grant awards made under FY 2011FY 2011 TIGER Discretionary Grant program are in full compliance with the Act, the Interim Notice of Funding Availability (76 FR 38719, July 1, 2011) and the Final Notice of Funding Availability (76 FR 50289, August 12, 2011).

3. Funds for the FY 2011 TIGER Discretionary Grant program are being awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area or a region. Additionally, the awards ensure an equitable geographic distribution of funds, an appropriate balance in addressing the needs of urban and rural areas, and the investment in a variety of transportation modes.

4. The Act specifies that not less than $140 million of the funds provided for FY 2011 TIGER Discretionary Grants be used for projects located in rural areas.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. The Grantee shall be responsible for ensuring that the Project is financed, constructed, operated and maintained in accordance with this Agreement and in compliance with all applicable Federal laws, regulations and policies.

2. The maximum obligation of the Government payable under this award, hereinafter referred to as the "Grant," shall be the award as specified in section 1.3 of the Agreement, subject to all the terms and conditions in this Agreement and of all other Federal grant awards funding the Project. Once the Government issues its approval of the expenditure of FY 2011 TIGER Discretionary Grant funds for a particular Project or segment of the Project, funding will then be authorized.

3. Payment of the Grant will be made pursuant to and in accordance with 49 C.F.R. Parts 18 and 19 (to the extent that a non-governmental grantee receives grant funding), and the provisions of such regulations and procedures as the Government may prescribe. Final determination of the Grant's expenditures may be based upon a final review of the total amount of agreed project costs and settlement will be made for adjustments to the Grant amount in accordance with applicable government-wide cost principles under 2 C.F.R. 225 (State and Local Governments); 2 C.F.R. 215 (Higher Education Institutions); and 2 C.F.R. 230 (Non-Profit Organizations).

4. The Grantee agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that adversely affect the Grantee's plan to complete the Project as is described in Attachments A-C to this Agreement. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure completion of the Project and shall reaffirm its commitment to the Government as set forth in this Agreement. The Government is not responsible for any funding shortfalls regarding the non-TIGER Discretionary Grant amount share. The FY 2011 TIGER Discretionary Grant Amount will remain unchanged. (See Section 5 of the Agreement regarding termination).

5. The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule set out in Attachment B, and such regulations and procedures as the Government may prescribe.

6. The Grantee has submitted a request for Federal assistance, hereinafter referred to as the "Technical Application," hereby incorporated by reference into this Agreement and the Government is relying upon the Grantee's assurances, certifications, and other representations made in the Technical Application, or any other related documents submitted to the Government; and, in its submissions, the Grantee has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start construction quickly upon receipt of the Grant; to expend Grant funds once construction starts; and to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.

7. The Government has determined that the Project is an Eligible Project as it provides a highway or bridge project, public transportation project, passenger or freight rail transportation project, or a port infrastructure project, or other such eligible project as authorized, and that the Project will have a significant impact on the Nation, a metropolitan area, or a region. The Government has determined that Grantee should receive the award of a Grant based on a review of the Project's Technical Application, as it meets the requirements specified in the Act and the August 12, 2011, *Federal Register* Notice, "Notice of Funding Availability for the Department of Transportation's National Infrastructure Investments Under the Full-Year Continuing Appropriations, 2011" (Available at http://www.dot.gov/docs/FY11_TIGER_NOFA.pdf).

8. The Grantee will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Grantee is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

9. The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the Grantee, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Grantee that were originally paid pursuant to the Agreement.

10. The Grantee agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Grantee agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Grantee, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

11. The Government is subject to the Freedom of Information Act (FOIA). The Grantee should therefore be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

12. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

USE THE BELOW CLAUSE FOR GRANTS ADMINISTERED THROUGH OR BY A STATE DOT

13. The Grantee agrees to comply with 49 C.F.R. Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs -- as a condition of receiving grant funding; OR

USE THE BELOW CLAUSE FOR GRANTS ADMINISTERED BY A DIRECT LOCAL RECIPIENT

13. The Grantee agrees to: 1) promote the creation of job opportunities for low-income workers through the use of best practice hiring programs and utilization of apprenticeship (including pre-apprenticeship) programs; (2) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; (3) make effective use of community-based organizations in connecting low income or unemployed workers with economic opportunities; (4) give priority consideration to doing business under the grant with firms that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly; and (5) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race gender, age, disability, and national origin – benefit from the Recovery Act.

An example of a best practice under (5) would be to incorporate key elements of the Department's disadvantaged business enterprise (DBE) program (see 49 CFR Part 26) in contracts under this grant. This practice would involve setting a DBE contract goal on contracts under this grant that have subcontracting possibilities. The goal would be to reflect the amount of DBE participation on the contract that the recipient would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a recipient, the contract would be awarded only to a bidder/offeror that has met or made documented, good faith efforts to reach the goal. Good faith efforts are defined as "efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement." Recipients must provide the Department a plan for incorporating the above best practice into its implementation of the grant within 30 days following execution of this grant agreement. If the recipient is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the recipient agrees to provide the Department with a written explanation and an alternative program for ensuring the nondiscriminatory use of contractors owned and controlled by socially and economically disadvantaged individuals.

14. The Government encourages the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee (if applicable), to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at http://edocket.access.gpo.gov/2009/E9-24203.htm) and DOT Order 3902.10 "Text Messaging

While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/ost/m60/Financial_Assistance_Management_Home/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee and the State Department of Transportation acting as the limited agent on behalf of the Grantee:

a) considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
b) conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
c) encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

15. The Grantee agrees that it will comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 3141, et seq., as is specified in the Act.

EXHIBIT C

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement the Grantee assures and certifies, with respect to this grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project. Performance under this Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to the Agreement include but are not limited to the following:

General Federal Legislation

a. Davis-Bacon Act - 40 U.S.C. 3141, et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
c. Hatch Act - 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470f
f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended
i. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
k. Coastal Zone Management Act, P.L. 92-583, as amended.
l. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C.8373
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended - 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
x. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
y. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
z. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.
aa. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687

bb. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794
cc. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d *et seq.*
dd. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 541, et seq.
ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ff. Freedom of Information Act - 5 U.S.C. 552, as amended
gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
hh. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661
kk. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401
ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138
mm. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, et seq.
nn. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657
oo. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6
pp. Wilderness Act -- 16 U.S.C. 1131-1136
qq. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, et seq.
rr. Migratory Bird Treaty Act 16 U.S.C. 760c-760g
ss. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
tt. Cargo Preference Act of 1954 – 46 U.S.C. 55305
uu. Buy American Act – 41 U.S.C. 10a–10c

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

General Federal Regulations

a. Interim Final Guidance on Buy American – 74 FR 18449 (April 23, 2009), 2 C.F.R. Part 176
b. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 C.F.R. Part 215
c. Cost Principles for State and Local Governments – 2 C.F.R. Part 225
d. Non-procurement Suspension and Debarment – 2 C.F.R. Part 1200

e. Investigative and Enforcement Procedures - 14 C.F.R. Part 13
f. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
g. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
h. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5
i. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60, et seq.
j. Contractor Qualifications - 48 C.F.R. Part 9
k. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 C.F.R. Part 18
l. New Restrictions on Lobbying – 49 C.F.R. Part 20
m. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
n. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
o. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
p. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
r. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
s. Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
t. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
u. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
v. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26
w. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 C.F.R. Part 381.

Office of Management and Budget Circulars

a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments
b. A-102 – Grants and Agreements with State and Local Governments
c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
d. Any other applicable OMB Circular based upon the specific TIGER Grant Recipient

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are hereby incorporated by reference into the Agreement.

EXHIBIT D

GRANT ASSURANCES

EXHIBIT D1	-	**Title VI of the Civil Rights Act of 1964, as amended**
EXHIBIT D2	-	**Disclosure of Lobbying Activities**
EXHIBIT D3	-	**Certification Regarding Drug-free Workplace**
EXHIBIT D4	-	**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

EXHIBIT D 1

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

By signing and submitting the Technical Application and by entering into the Agreement under the FY 2011 TIGER Discretionary Grant program, the Grantee hereby agrees that:

1. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Grantee will comply with: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 21.7(a).

2. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Grantee will comply with: Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, which prohibit discrimination on the basis of sex. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with: the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. 1101 et seq.), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. 4541 et seq.); and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

3. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and Part 37, Transportation Services for Individuals With Disabilities; and Part 38, Americans With Disabilities Act – Accessibility Specifications for Transportation Vehicles; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap, or otherwise be subjected to discrimination under any program for which the Grantee receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9.

4. The Grantee will promptly take any measures necessary to effectuate this Agreement. The Grantee further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

5. These assurances obligate the Grantee for the period during which Federal financial assistance is extended. The Grantee agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

6. These assurances are given for the purpose of obtaining Federal grant assistance under the FY 2011 TIGER Discretionary Grant Program and are binding on the Grantee, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER Discretionary Grant Program. The person or persons whose signatures appear below are authorized to sign this Agreement on behalf of the Grantee.

7. In addition to these assurances, the Grantee agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

EXHIBIT D 2

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Agreements

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 grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant 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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," 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 grant agreements) and that all subgrantees shall certify and disclose accordingly.

4. 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.

EXHIBIT D 3

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE TIGER DISCRETIONARY GRANT PROGRAM

The Grantee certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees about:

   (a) The dangers of drug abuse in the workplace;
   (b) The Grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8. The Grantee *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Grantee does so, please insert in Section 4 of the Agreement the following information from subsection (a) below:

   (a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

EXHIBIT D 4

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

2 C.F.R. Part 1200, 49 C.F.R. Part 32

By signing and submitting the Technical Application and by entering into the Agreement under the FY 2011 TIGER Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. See Non-procurement Suspension and Debarment (2 C.F.R. Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 C.F.R. Part 32). The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

5. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By signing and submitting the Technical Application and by entering into the Agreement under the FY 2011 TIGER Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By signing and submitting the Technical Application and by entering into the Agreement under the FY 2011 TIGER Discretionary Grant program, the Grantee is providing the assurance and certification set out below.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT E

RESPONSIBILITY AND AUTHORITY OF THE GRANTEE

1. Legal Authority.

The Grantee affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Technical Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Grantee to act in connection with the application and to provide such additional information as may be required.

2. Funds Availability.

Grantee affirms that it has sufficient funds available for that portion of the project costs that are not to be paid by the Government. Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under the Agreement that it will own or control.

3. Preserving Rights and Powers.

Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the Government.

4. Accounting System, Audit, and Record Keeping Requirements.

(a) The Grantee agrees to keep all project accounts and records that fully disclose the amount and disposition by the Grantee of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507).

(b) The Grantee agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Grantee that are pertinent to the grant. The Government may require that a Grantee conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Grantee relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

5. Minimum Wage Rates. It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

6. Engineering and Design Services. It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under the Brooks Act (40 U.S.C. 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Grantee as approved by the Secretary.

7. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

8. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 C.F.R. Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 C.F.R. Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 C.F.R. Part 24.

EXHIBIT F

REIMBURSEMENT OF PROJECT COSTS

1. The Grantee will be reimbursed in accordance with the terms of a Grant Agreement between the Government (Modal Administration) or other specified form or agreement as determined by the Government that incorporates this Agreement by reference.

a) Training on using iSupplier is required for all grantees before the processing of invoices. The steps are as follows:

Training on using iSupplier (Step 1 to 6)

1. Go to the below web-site (click the following hyperlink):
   http://www.dot.gov/cfo/delphi-einvoicing-system.html

The training is located at the right side of the Home page as follows:
Web-Based Training (WBT)
Click on: Grant Recipient WBT

2. A **user ID** and **password** is not required to access the on-line training.
3. The training is currently available and will be accessible 24/7. .
4. The training will take approximately 1 hour to complete.
5. All MARAD grantees are required to request payments via iSupplier (on-line, paperless).
6. Grantees access iSupplier to complete the on-line form (e.g., SF 270) to request grant payments.

Once the above referenced training has been completed, Grantees must request and complete the External User Access Request form in order to receive a user name and password. Grantees can request the External User Access Request form by sending an email to: Judy Bowers at judy.bowers@dot.gov. A user name and password will be sent once the External User Access Request form is received.

b) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF-270 (available at www.whitehouse.gov/sites/default/files/omb/grants/sf270.pdf) to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. The DOT/Enterprise Service Center (ESC) OFO/FAA, Oklahoma City, OK (Attn: Tammy Curnett) and Mr. Robert Bouchard, Program Office, DOT/MAR 510 reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without DOT/ESC OFO/FAA and program official review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After approval, Ms. Tammy Curnett, ESC will certify and forward the request for reimbursement to the payment office.

c) Requests for reimbursement and required supporting documents should be sent via e-mail to the following e-mail address: maradinvoices@faa.gov (repository subject to change, upon

notice to Grantee). Include the request for reimbursement and supporting documents as an attached PDF document. Include in the e-mail subject line the following:

Requests for Reimbursement #
Grant Award Number
Name of your Company/Organization
Attention: (Agreement Specialist's name)

Example: Invoice No. 1 of Grant No. DTFH61-08-H-00001 ABC Corporation, Attention: John Doe

Note: If the request for reimbursement and supporting documents exceed 8 MB, as an e-mail attachment, the recipient must select one of two non-electronic submission options presented below:

- Requests for reimbursement may be submitted via regular U.S. Postal Service to the following P.O. Box address: A/P Branch, AMZ-150 PO Box 25710, Oklahoma City, OK 73125

- Requests for reimbursement submitted via an overnight service must use the following physical address because delivery services other than the U.S. Postal Service will not deliver to the P.O. Box address noted above:

  Attn: Tammy Curnett,
  AMZ-160, HQ Bldg., Room 272F
  6500 S. MacArthur Blvd.
  Oklahoma City, OK 73169

2. The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.

3. The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

5. Financial Management System: By signing this Agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 C.F.R. Part 18 and Title 23. The Grantee's failure to comply with these requirements may result in Agreement termination.

6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87 (2 C.F.R. Part 225). Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

EXHIBIT G

GRANT REQUIREMENTS AND CONTRACT CLAUSES

1. The Full-Year Continuing Appropriations, 2011 (Div. B, Department of Defense and Full-Year Continuing Appropriations Act, 2011 (Pub. L. 112– 10, Apr. 15, 2011)), regarding National Infrastructure Investments (the "Act") (referred to as " FY 2011 TIGER Discretionary Grants") requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code.

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

3. Federal agencies providing grants, grant agreements, and loans under the Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

4. For additional guidance on the wage rate requirements of the Act, contact your awarding agency. Recipients of grants, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

TRANSPARENCY ACT REQUIREMENTS

[THIS SECTION MAY BE UPDATED BASED ON FURTHER OMB GUIDANCE OR REGULATION]

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252, hereafter referred to as ''the Transparency Act'' or ''the Act'') and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf) (codified at 2 CFR Part 170), the Grantee is required to report as required under the Act, in addition to including the following clause in all first-tier Subawards:

I. Reporting Subawards and Executive Compensation.
a. Reporting of First-Tier Subawards.

1) Applicability. Unless the Grantee (hereinafter in this section referred to as "you") are exempt as provided in paragraph d. of this section, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to http://www.fsrs.gov.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. **Reporting Total Compensation of Recipient Executives.**

1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is $25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at http://www.ccr.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

c. **Reporting of Total Compensation of Subrecipient Executives.**

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. **Exemptions.**

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions. For purposes of this section:**

1) Entity means all of the following, as defined in 2 CFR Part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. —— .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

SINGLE AUDIT INFORMATION FOR RECIPIENTS OF TIGERDISCRETIONARY GRANT FUNDS

1. To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. 215.21 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and OMB Circular A–102 "Grants and Cooperative Agreements with State and Local Governments." Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of TIGER Discretionary Grant funds. OMB Circular A–102 is available at http://www.whitehouse.gov/omb/circulars/a102/a102.html.

2. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at http://www.whitehouse.gov/omb/circulars/a133/a133.html. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix "FY 2011 TIGER -" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

EXHIBIT H

QUARTERLY PROGRESS REPORTS: FORMAT AND CONTENT

1. The purpose of the calendar quarterly progress reports under the Agreement for the FY 2011 TIGER Discretionary Grants program is to ensure that the project budget and schedule will be maintained to the maximum extent possible, that the project will be completed with the highest degree of quality, and that compliance with Federal regulations will be met. To that end, along with the quarterly progress, as outlined below, the Grantee should also submit a Federal Financial Report (SF-425) with each quarterly progress report.

2. The Grantee should develop a project reporting and tracking system to collect, assess and maintain project status information and data that is timely, independent, and accurate. This system should provide current information on project prosecution, progress, changes, and issues. This information should be used to identify trends and forecast project performance and to identify and proactively address challenges to eliminate major project surprises.

3. The need to continuously and accurately report cost increases; schedule changes; deficient quality items; and the causes, impacts, and proposed measures to mitigate these issues is paramount to effectively managing, administering, and protecting the public investment in the project. Any apparent reporting deficiencies or questionable data should be completely resolved. Ultimately, the Grantee and the Government must be fully aware of the complete status of the project, and therefore be in a position to take appropriate action if necessary.

4. A quarterly cost, schedule, and status report will be produced by the Grantee, and a quarterly status meeting will be held with the Grantee, the Government and other applicable agencies in attendance The quarterly status meetings should discuss the project costs, schedules, quality issues, compliance with Federal requirements, and other status items in sufficient enough detail to allow all involved parties to be fully aware of the significant status issues and actions planned to mitigate any adverse impacts. In addition, significant issues occurring between status meetings must be communicated immediately without waiting for the next regularly scheduled meeting, with any highly significant or sensitive issues elevated immediately to the executive leadership.

5. The following is the required format for the quarterly progress reports. At the discretion of the Government, modifications or additions can be made in order to produce a quarterly reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive quarterly status than others. In the case of smaller projects, the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. Please note that the initial quarterly progress report should include a detailed description, and where appropriate, drawings, of the items funded.

(a) Executive Summary. The executive summary should be a clear and concise summary of the current status of the project, including any major issues that have an impact on the project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format. The

following summary information is an example of items that should be covered in the executive summary section:

- Current total project cost (forecast) vs. latest budget vs. baseline budget. Include an explanation of the reasons for any deviations from the approved budget.
- Current overall project completion percentage vs. latest plan percentage.
- Any delays or exposures to milestone and final completion dates. Include an explanation of the reasons for the delays and exposures.
- A summary of the projected and actual dates for notices to proceed for significant contracts, start of construction, start of expenditure of TIGER Discretionary Grant funds, and project completion date. Include an explanation of the reasons for any discrepancies from the corresponding project milestone dates included in the Agreement.
- Any Federal obligations and/or TIFIA disbursements occurring during the month versus planned obligations or disbursements.
- Any significant contracts advertised, awarded, or completed.
- Any significant scope of work changes.
- Any significant items identified as having deficient quality.
- Any significant safety issues.
- Any significant Federal issues such as environmental compliance, Buy America/Buy American (whichever is applicable to this Project), Davis Bacon Act Prevailing Wage requirements, etc.

(b) Project Activities and Deliverables. The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous quarter (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. The two reporting period "look ahead schedule" will enable the Government to accommodate any activities requiring input or assistance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. In general, issues and administrative requirements that could have a significant or adverse impact to the project's scope, budget, schedule, quality, safety, and/or compliance with Federal requirements should be included. Status, responsible person(s), and due dates should be

included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Grantee and the Government. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.

- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.

- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(e) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or TIFIA disbursements for the project, compared to planned obligations and disbursements.

(f) Project Funding Status. The purpose of this section is to provide a status report on the non-FY 2011 TIGER Discretionary Grant funds necessary to complete the project. This report section should include a status update of any legislative approvals or other actions necessary to provide the non-FY 2011 TIGER Discretionary Grant funds to the project. Such approvals might include legislative authority to charge user fees or set toll rates, or the commitment of local funding revenues to the project. In the event that there is an anticipated or actual project cost increase, the project funding status section should include a report on the anticipated or actual source of funds to cover the cost increase and any significant issues identified with obtaining additional funding.

(g) Project Quality. The purpose of this section is to: (1) summarize the Quality Assurance/Quality Control activities during the previous month (reporting period), and (2) highlight any significant items identified as being deficient in quality. Deficient items noted should be accompanied by reasons and specifics concerning the deficiencies, and corrective actions taken or planned. In addition, the agency or firm responsible for the corrective action should be documented. Planned corrective actions should then be included as Action Items/Outstanding Issues.

(h) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) (available at http://www.whitehouse.gov/sites/default/files/omb/assets/grants_forms/SF-425.pdf) is a financial reporting form used throughout the Federal Government Grant system. Grantees should complete this form and attach it to each quarterly Project Progress and Monitoring Report.

(i) Other Status Reports. The Grantee and the Government may agree that other reports may be beneficial in ensuring that project status issues are fully and openly communicated. Such reports may include the public relations plan, value engineering and constructability review plan, environmental compliance report, and/or compliance with the Buy America requirements.