

MARAD TIGER GRANT # 3

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

**GRANT UNDER THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009
TRANSPORTATION INVESTMENTS GENERATING ECONOMIC
RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM**

**Rhode Island Economic Development Corporation-Quonset
Development, North Kingstown, RI**

Period of Performance: November 1, 2010 – February 17, 2012

Grant Number: DTMA1G10004

Appropriation Data:

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\$22,300,000.00

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GRANT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION AND QUONSET DEVELOPMENT CORPORATION, UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, SUPPLEMENTAL DISCRETIONARY GRANTS FOR A NATIONAL SURFACE TRANSPORTATION SYSTEM, HEREINAFTER REFERRED TO AS THE “TIGER DISCRETIONARY GRANT PROGRAM”

WHEREAS, the Quonset Development Corporation, hereinafter referred to as “Grantee,” or “Recipient,” has applied for a grant under the TIGER Discretionary Grant Program Authorized by the American Recovery and Reinvestment Act of 2009, Public Law 111-5, hereinafter referred to as the “Recovery Act or ARRA.” WHEREAS, the Department reviewed and highly-rated the application and deemed it credible and meritorious for approved funding. THEREFORE, the U.S. Department of Transportation (DOT), or “Government,” acting for the UNITED STATES, awards this grant in the amount of Twenty Two Million Three Hundred Thousand Dollars to be administered by the Maritime Administration (MARAD), to assist in the Grantee’s efforts to facilitate wind energy production and improve surface transportation, hereinafter referred to as the “Project,” in accordance with the terms and conditions of this Grant.

SECTION 1. LEGISLATIVE AUTHORITY

Title XII of the Recovery Act provides that “...the Secretary of Transportation shall distribute funds provided...as discretionary grants to be awarded to State and local governments or transit agencies on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region.” The Recovery Act also provides that “...projects eligible for funding provided under this heading shall include, but not be limited to, highway or bridge projects eligible under title 23, United States Code, including interstate rehabilitation, improvements to the rural collector road system, the reconstruction of overpasses and interchanges, bridge replacements, seismic retrofit projects for bridges, and road realignments; public transportation projects eligible under chapter 53 of title 49, United States Code, including investments in projects participating in the New Starts or Small Starts programs that will expedite the completion of those projects and their entry into revenue service; passenger and freight rail transportation projects; and port infrastructure investments, including projects that connect ports to other modes of transportation and improve the efficiency of freight movement.”

Further, the Recovery Act provides that the authority to award a grant under the TIGER Discretionary Grant Program and perform oversight may be transferred from the Secretary of Transportation to the Administrators of the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration and the Maritime Administration.

SECTION 2. GENERAL TERMS AND CONDITIONS

- a) The maximum obligation of the Government payable under this award, hereinafter referred to as the “Grant,” shall be \$22,300,000, subject to all the terms and conditions in this Grant.
- b) Payment of the grant will be made pursuant to and in accordance with 49 CFR 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 grant 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 (2 CFR 225 (State and Local Governments), 2 CFR 215 (Higher Education Institutions); and 2 CFR 230 (Non-Profit Organizations).
- c) The Grantee agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Schedule attached as Attachment F, and such regulations and procedures as the Government may prescribe.
- d) The Grantee has submitted a request for Federal assistance, hereinafter referred to as the “Application,” attached as Attachment G, and the Government is relying upon the Grantee’s assurances, certifications, and other representations made in the 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.
- e) The Government has determined that the Project should receive a Grant based on a review of the Project’s potential to rapidly create jobs and economic activity; to provide lasting, long-term economic benefits for the transportation system; and to provide other outcomes, as specified in the June 17, 2009, Federal Register Notice, “Notice of Funding Availability for Supplemental Discretionary Grants for Capital Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act” (Docket No. OST-2009-0115).
- f) Grant recipients 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. (For further information, please see Attachment B).

- g) 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 Grant, the term “Federal funds” means funds however used or disbursed by the Grantee that were originally paid pursuant to this DOT Grant.
- h) The Grantee agrees to retain all documents relevant to the grant award for a period of three years from completion of all Projects 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.
- i) The DOT is subject to the Freedom of Information Act (FOIA). Grantee should therefore be aware that all applications and related materials submitted by applicants related to this agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests. ARRA also mandates broad public dissemination of information related to the expenditure of funds through reporting requirements and website postings that are addressed in other sections of this Grant. President Obama’s March 20, 2009 Memorandum for the Heads of Executive Departments and Agencies on Ensuring Responsible Spending of Recovery Act Funds mandates the strongest possible efforts to ensure public transparency and accountability of ARRA expenditures.
- j) 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 Grant.
- k) 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 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 who 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. 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.

- l) In accordance with OMB Recovery Act Guidance, the Grantee may recoup costs in the amount of up to .5% of the grant amount for administering the grant (available at http://www.whitehouse.gov/omb/recovery_default/) and in the answers to Frequently Asked Questions available at http://www.whitehouse.gov/omb/recovery_faqs. Information about which administrative costs are reimbursable under this program is available in 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State and Local Governments" (located at: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>), and in Recovery Act specific guidance in OMB Memorandum M-09-18, Payments to State Grantees for Administrative Costs of Recovery Act Activities (May 11, 2009). The costs for collecting and reporting performance information required under this grant are permitted as part of the up to .5% in administrative costs.
- m) The Grantee agrees to enter into an agreement subsequent to this grant identifying the performance measures that the Grantee will be responsible to track. The Grantee will be responsible for collecting and reporting information about the project's performance for a period of time after construction has been completed. (See Attachment D).

SECTION 3. APPLICABLE FEDERAL LAWS AND REGULATIONS

In addition to any other Federal requirements that apply, performance under this Grant 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:

- a) The “Uniform Administrative Requirements for Grants and Grant Agreements to State and Local Governments” (49 CFR 18), located at: <http://www.dot.gov/ost/m60/grant/49cfr18.htm>, DOT’s procurement standards for grants, will apply to the extent that the Grantee procures property and services in carrying out the approved grant project. If there are any differences between the DOT procurement standards and the MARAD procurement standards, the MARAD standards will take precedence.
- b) Section 902 of the Recovery Act, requiring that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to: 1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and 2) to interview any office or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- c) Section 1515 of the Recovery Act, authorizing the DOT Office of the Inspector General to: 1) examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant or subgrant; and 2) interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.
- d) Section 1605 of the Recovery Act (Buy American Requirements at 2 CFR Part 176.140), to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair of a public building or public work that utilizes iron, steel, and/or manufactured goods that are not covered under international agreements. See Attachment C, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1605 compliance.
- e) Section 1606 of the Recovery Act (Davis-Bacon Act Wage Rate Requirements at 2 CFR Part 176.190), to the extent that the Grantee uses Grant funds for construction, alteration, maintenance, or repair work. See Attachment C, Recovery Act Requirements and Contract Clauses, for requirements and more information on Section 1606 compliance.
- f) Section 1604 of the Recovery Act, which prohibits the grantee from expending funds under this agreement on any casino, or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

- g) Sections 1201, 1511, and 1607 of the Recovery Act, requiring certifications. Note that the Section 1511 certification requirement pertains to particular infrastructure investments. All Certifications, once executed, should have been submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary for Transportation Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to follow to be submitted via U.S. mail. As required by the Recovery Act, Certifications under Section 1511 shall be immediately posted on a website and linked to the website Recovery.gov. No funds may be obligated until such posting is made.
- h) Section 1553 of the Recovery Act, which requires the grantee to provide Whistleblower protections. As a non-Federal employer, the Grantee is required to post a notice of the rights and remedies provided under this section. The whistleblower program requirements and poster are available at the following web site: <http://www.recovery.gov/?q=content/whistleblower-information>.
- i) Section 1554 of the Recovery Act, which requires the Grantee to award contracts as fixed-price contracts to the maximum extent possible through the use of competitive procedures. In the rare circumstances where the Grantee does not award fixed-price contracts and does not use competitive procedures, the Grantee shall publicly and electronically post a summary of such contracts.
- j) The Single Audit Act Amendments of 1996 and the Office of Management and Budget's (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" (Single Audit Information requirements for Recipients of Recovery Act Funds at 2 CFR Part 176.210), which govern the tracking and documentation of all Recovery Act expenditures. This includes compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$500,000 or more in a year in Federal awards. See Attachment B, Recovery Act Requirements and Contract Clauses, for requirements and more information on Single Audit Information compliance.
- k) The "New Restrictions On Lobbying," (49 CFR Part 20 (located at: <http://www.dot.gov/ost/m60/grant/49cfr20.htm>)).
- l) The "Cost Principles for State and Local Governments" 2 CFR Part 225 (OMB Circular A-87), or other applicable cost principles, depending upon the grantee (located at: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>).
- m) OMB Circular A-102, "Grants and Grant Agreements with State and Local Governments" or other applicable requirements, depending upon the grantee (located at: <http://www.whitehouse.gov/omb/circulars/a102/a102.html>).

- n) Any other applicable Federal regulation or statute including each of the laws, regulations, executive orders, policies, guidelines, and requirements identified in Attachment B, Grant Assurances.

SECTION 4. GRANTEE AND PROJECT CONDITIONS

- a) Grantee: Quonset Development Corporation, North Kingstown, Rhode Island, as the Grantee under the TIGER Discretionary Grant Program, agrees to administer the Grant according to the conditions set forth in this Grant.

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 797605164.

First-Tier Sub-Grantees or Sub-Recipients: Currently none. Grantees are to report on the identity of First-Tier Sub-Grantees or Sub-Recipients if and when the Grantee contracts with such entities.

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient: Currently none. Grantee agrees to report on the identity of First-Tier Sub-Grantees or Sub-Recipients if and when the Grantee contracts with such entities.

- b) Notices:

Notices required by this Grant should be addressed as follows:

As to the Government:

Mr. Robert Bouchard
Grants Officer Technical Representative
MARAD
1200 New Jersey Ave, SE
MAR-510, W21-308
Washington, DC 20590
202-366-5076
Robert.Bouchard@dot.gov

Mrs. Delores Bryant
Grants Officer
1200 New Jersey Ave, SE
MAR-380, W28-201
Washington, DC 20590
202-366-2660
Delores.Bryant@dot.gov

Mr. Robert Mariner

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

As to the Grantee:

Mr. Steven J. King, P. E.,
Managing Director
Quonset Development Corporation
95 Cripe Street, North Kingstown, RI 02852
401-295-0044
sking@qdcricri.com

Ms. Katherine Trapani
Planning Manager
Quonset Development Corporation
95 Cripe Street, North Kingstown, RI 02852
401-295-0044
ktrapani@qdcricri.com

c) Project Description and Milestones: (See Attachment A- Statement of Work)

1) Environmental Process:

Environmental Approval Type: Categorical Exclusion

Lead Agency: MARAD

Date of Environmental Approval: May 20, 2010

2) Project Schedule:

Planned or Actual Construction Start Date: 90 days from Grant Execution

Planned Project Completion Date: February 17, 2012

d) Project Funding (See Schedule for information about funding Attachment F):

1) TIGER Discretionary Grant Program Funding:

The total not-to-exceed amount of Federal funding that is provided under this Grant is \$22,300,000 for the entire period of performance. The Government's responsibility to make payments to the Grantee under this Grant is limited to those funds obligated under this Grant as indicated above and any subsequent amendments.

2) Local Financial Commitment (if any):

A. The Grantee hereby commits and certifies that it will provide funds (and ensure the availability of other sources of funding, such as local/private funding or in-kind contributions) in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Grant), to assure timely and full payment of the project costs as necessary to complete the Project.

B. 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 fund the project costs necessary to complete the Project. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (A) of this Section 4(d)(2). The Government is not responsible for any funding shortfalls regarding the non-TIGER grant amount share. The TIGER Discretionary Grant amount will remain unchanged (See Section 9 of this grant regarding termination).

3) Grant Funds and Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$22,300,000.00
Federal Other Share (if any):	\$0.00
State Share (if any):	\$0.00
Local Share (if any):	\$0.00
Other Share (if any):	\$2,208,460.00
Total Project Cost:	\$24,508,460.00

SECTION 5. REIMBURSEMENT OF PROJECT COSTS

Pursuant to 49 CFR 18.21(d), the Grantee may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions (see 49 CFR Part 18) not-to-exceed the funds currently available as stated in this Grant. The Grantee shall submit an electronic copy of SF 270, no more frequently than monthly or quarterly.

a) Reimbursement:

- 1) Requests for Reimbursement: When requesting reimbursement of costs incurred, the Recipient shall submit supporting cost detail with the SF 270 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 Grant is sufficient to substantiate payment. After approval, Ms. Tammy Curnett, ESC will certify and forward the request for reimbursement to the payment office. **[Note: Standard Forms are located at <http://fhwa.dot.gov/aaa/hamhome.htm>]**
- 2) Requests for reimbursement and required supporting documents should be sent via e-mail to the following e-mail address: maradivoices@faa.gov (repository subject to change is forthcoming). 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: A/P Branch, AMZ-150 PO Box 25710, Oklahoma City, OK 73125

- b) The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.

- c) To seek reimbursement from the Government, the Grantee shall submit documentary evidence of all obligations associated with the Project set forth in paragraph (b) above, and included in the total Project costs set forth in paragraph (a) above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a periodic basis. The Government will reimburse the Grantee on a monthly basis for all valid obligation documentation (TIGER Discretionary Grant share of total project costs set forth in paragraph (a) above). The Government will provide payment to the Grantee upon receipt of approved invoices that sufficiently document project expenses.
- d) 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.
- e) Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- f) 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 CFR Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.
- g) Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Grant.

SECTION 6. REPORTING

a) Recovery Act Reporting:

Reporting requirements for the TIGER Discretionary Grant Program are identified below. Grantee shall submit its data as described in the paragraphs below.

1) Section 1201(c):

Section 1201(c) reports are required the Recovery Act and should include the amount of Grant Funds appropriated, allocated, obligated, and outlayed under the appropriation; the number of projects put out to bid under the appropriation and the amount of Grant Funds associated with these contracts; the number of contracts awarded under the appropriation and the amount of

Grant Funds associated with these contracts; the number of projects for which work has begun under these contracts and the associated amount of Grant Funds; the number of projects for which work has been completed and the associated amount of Grant Funds; the number of direct, on-project jobs created or sustained by the Grant Funds for projects under the appropriation and, to the extent possible, number of direct on-project job hours (the Department calculates the number of indirect and induced jobs); and the actual aggregate expenditures by each recipient from State sources for projects eligible for funding under the program between February 17, 2009, and September 30, 2010, compared to the level of such expenditures planned to occur during this period as of February 17, 2009, updated annually through February 17, 2012.

2) Section 1512 (c):

In accordance with the Recovery Act and OMB Guidance, dated June 22, 2009 (http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf), this Grant award requires the Grantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award to <http://www.FederalReporting.gov>. Information from these reports will be made available to the public. Such reporting responsibility may be delegated from the Grantee/Recipient to the Sub-grantee/Sub-recipient or vendor, if any in order to ensure that the necessary information is provided to the Grantee/Recipient, who is ultimately responsible for reporting the required elements.

The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. The first quarterly report shall be submitted to MARAD by February 1, 2011 and every calendar quarter thereafter following execution of this Agreement.

Grantees/ Recipients and their Subgrantees/first-tier recipients (to the extent that they have been delegated direct reporting responsibility) must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A DUNS Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

The Grantees/Recipients shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that are provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

3) Section 1609:

In accordance with Section 1609 of the Recovery Act, the Grantee shall submit quarterly reports, as necessary, describing the status of the Project with respect to the National Environmental Policy Act (NEPA) review. A report shall be submitted to MARAD by February 1, 2011 and every 90 days thereafter following the execution of this Grant. Due to the unique timeframe for TIGER Discretionary Grant awards, Grantees should submit the first of such reports on the first due date following the execution date of this Grant and on each subsequent due date thereafter.

4) Other Reports:

In accordance with the purposes of the Recovery Act, the Grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, the Government Accountability Office, or the Department of Transportation's Inspector General. The Government will inform Grantees if and when such additional reports are required.

b) Project Reports:

- 1) Progress Reports: Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit progress reports, as set forth in Attachment D: Monthly Project Progress Reports, to the Government on a monthly basis, beginning on the first day of the first full month following the execution of the grant, and on the first day of each month thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

Addresses for submittal of reports and documents: The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, at the following address:

Robert.Bouchard@dot.gov

- 2) 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 Project Budget, attached hereto as

Attachment D, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with DOT to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.

To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual Budget Review and Program Plan shall not commence until written approval from the Government is received.

- c) Milestones/Deliverables Schedule: See Attachment H.
- d) Closeout Process: Closeout occurs when all required project work and all administrative procedures described in 49 CFR 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 the Grantee's remittance of the proper refund. Within 90 days of Project completion date or termination by the Government, Grantee must submit a final Financial Status Report (SF-425), a certification or summary of project expenses, and third party audit reports.

SECTION 7. SPECIAL GRANT REQUIREMENTS

The Standard Form (SF) 425 is the new U.S. Government (USG) financial reporting form that replaced the two most common USG financial reports—the Financial Status Report that used the SF-269/SF-269A and the Federal Cash Transaction Report that used the SF-272/SF-272A.

This does not affect use of the SF-270. To obtain a copy of the new SF-425, please go to website: http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf.

SECTION 8. ASSURANCES

The Grantee shall execute the attached assurances and certifications in conjunction with execution of this Grant and shall ensure compliance with those assurances and certifications.

SECTION 9. TERMINATION, MODIFICATION AND EXPIRATION

- a) Subject to the terms set forth in this Grant, the Government reserves the right to terminate this Grant, and the Government's obligations, unless otherwise agreed between the Grantee and the Government, if any of the following occurs:

- 1) The Grantee fails to obtain or provide any non-Federal contribution or alternatives approved by the Government as provided in this Grant and in accordance with the Project Schedule;
 - 2) The Grantee fails to begin construction within 90 days after the execution of this Grant.
 - 3) The Grantee fails to begin expenditure of Grant funds within 150 days after the execution of the Grant.
 - 4) The Grantee does not meet the conditions and obligations specified under this Grant including a material failure to comply with the Project Schedule which is beyond the reasonable control of the Grantee; or
 - 5) The Government determines that termination is in the public interest.
- b) Funds available under this Grant must be obligated on or before September 30, 2011, but once obligated, are available for liquidation and adjustment through September 30, 2016, the "Grant Termination Date." Unless otherwise specified, this Grant shall terminate on the Grant Termination Date.
- c) Either party (Government or the Grantee) may seek to amend or modify this Grant prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 CFR parts 18.43 and 18.44. The Grant will be amended or modified only on mutual written agreement by both parties.

SECTION 10. AWARD AND EXECUTION OF AGREEMENT

There are four (4) identical counterparts of this Grant in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an Award. Upon full Execution of this Grant by the Grantee, the effective date will be the date the Government awarded funding under this Grant as set forth below.

EXECUTION BY GOVERNMENT

The Government executes this agreement in accordance with Public Law 111-5, and in accordance with the above conditions and assurances.

Executed this 24 day of Sept, 2010.

David T. W. M. M. M.
Signature of Government's Authorized Representative
Maritime Administrator
Title

EXECUTION BY GRANTEE

The Grantee agrees to accomplish each element of the project in compliance with the terms and conditions contained herein.

Executed this 1st day of September, 2010.

(SEAL)

Grantee Guopset Development Corp.
[Signature]
Signature of Grantee's Designated Official Representative
MANAGING DIRECTOR
Title

ATTACHMENT A

STATEMENT OF WORK

These projects are entirely within the port area and will all be administered by the Quonset Development Corporation. They are a combination of capacity enhancements and routine repairs to extend the useful life of the structures.

1a. Pier One deck repairs: Repair Pier One at the Port of Davisville, a 250' x 1200' concrete deck pier supported by wood pilings, to extend its useful life. It was built by the Navy in 1943, with the last full deck replacement in 1951. Over time, use and exposure to salt water and the winter weather have taken their toll on the deck surface.

1b. Pier One cleat, bollard, and fender repairs: Repair the marine hardware so that vessels can be berthed securely. These items, cleats, bollards, fenders and underpinning systems, used to secure vessels to the pier, have become loose and/or damaged.

1c. Pier One lighting replacement: Replace and update deteriorated wood light poles supporting deck lighting with new fixtures and wiring.

2a. Pier Two paving: Resurface 600' x 1200' wharf structure (720,000 SF or 80,000 SY) built in 1956.

2b. Pier Two corner fender: Provide and install a new corner fender to reduce potential damage to corner of pier as vessels are backed out of the berth on the south side of pier, and turned southward 90 degrees so they can proceed outbound down the channel to the south. This turning movement in a limited space unnecessarily exposes the corner of the pier to damage. Avoidance of the pier by taking a wider turn presents the risk of the vessel running aground on a shoal.

3a. Crane purchase: Purchase a mobile harbor crane with sufficient lift capacity for container barge service and loading and off-loading of wind turbine components (independently or as part of tandem lift).

3b. Crane platforms: Reinforce Pier 2 (the wider of the two piers) to increase the load bearing capacity of the deck to support a crane. This project will provide for a 10,000 SF apron (approximate) with load bearing capacity of 16,000 PSF to support a crane and load pick. If funding permits, a crane platform will also be constructed along the new bulkhead at Terminals 4 and 5.

4. Terminal 4/5 improvements and paving: Provide drainage structures and paving of 21 acre area (Terminal 4 = 7 acres, Terminal 5 = 14 acres).

5a. Rail spur to Building 318: Build a rail spur for Building 318, a 125,000 SF warehouse building with a full length loading dock in the port area owned by the QDC.

5b. Rebuild track from guard shack to Pier Two: Rebuild approximately 2200' of track inside the secure area of the port to increase load limit to be consistent with the Davisville Main Line. If funding permits, track will be rehabilitated along the south berth of Pier 2 (an additional 1200') thereby re-establishing the "on-dock rail" capability of the port.

6a. Port roads rehabilitation: Rebuild Davisville Road inside the Port gate. Tidal Drive and Keel Street will be widened and reinforced to serve as a haul road for windmill components 80 feet wide and weighing up to 220 tons. If funding permits, overhead utilities will be relocated to facilitate movement of mobile harbor crane.

6b. Tidal Drive extension: Build a new 700' roadway segment to connect Tidal Drive with Keel Street in order to provide the most direct route for bulky wind turbine components from Deepwater Wind's upland parcels to Pier 2.

ATTACHMENT B: GRANT ASSURANCES

1. Title VI Assurance (Implementing Title VI of the Civil Rights Act of 1964, as amended)

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**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 CFR Parts 21, 25, 27, 37 and 38

Quonset Development Corp (the Grantee) HEREBY AGREES THAT,
(Name of Grantee)

- I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it 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).
- II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it 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 CFR part 25, which prohibit discrimination on the basis of sex.

III. As a condition to receiving any Federal financial assistance from the 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 grant recipient.

IV. 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.

- 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.
- 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.

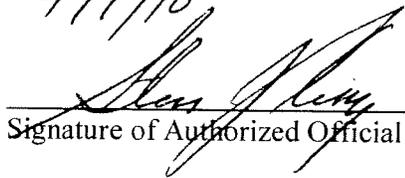
- These assurances are given for the purpose of obtaining Federal grant assistance under the TIGER Discretionary Grant Program and are binding on the Grantee, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER Discretionary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

Date

9/1/10

Quonset Development Corp.
Legal Name of Grantee

By:


Signature of Authorized Official

2. Disclosure of Lobbying Activities

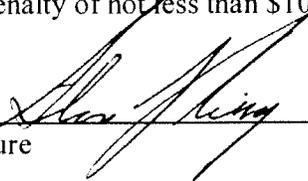
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION

Certification for Contracts, Grants, and Loans,

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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant.
- (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, 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 grants) and that all subgrantees shall certify and disclose accordingly.

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



Signature

9/1/10

Date

MANAGING DIRECTOR

Title

Quonset Development Corp.

Grantee

3. Drug-Free Workplace Requirements

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

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

- A. The grant certifies that it will, or will continue, to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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 (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) 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;
 - (e) 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;
 - (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) 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

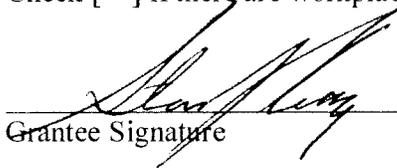
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Grantee *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

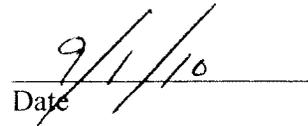
Places of Performance (street address, city, county, state, zip code). For the provision of services pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [] if there are workplaces on file that are not identified here.

Grantee Signature



Date



4. Certification Regarding Debarment, Suspension and Other Responsibility Matters:

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

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

2 CFR Part 1200, 49 CFR Part 32

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. 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.
3. 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.
4. 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.
5. 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 Nonprocurement Suspension and Debarment (2 CFR Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 CFR Part 32).6. 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 CFR 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.

6. 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.

7. 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 CFR 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.

8. 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.

9. 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 CFR 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.

Name

Managing Director
Title

Date

9/1/10

5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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.
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 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.
5. 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 CFR 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.
6. 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.
7. 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 CFR 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.

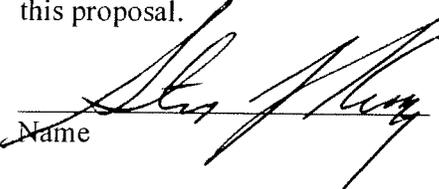
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

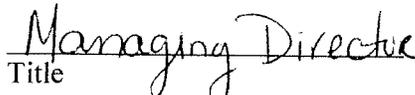
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily 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

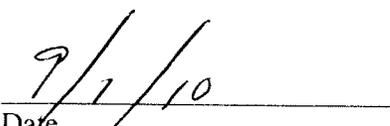
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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.


Name


Title

Affiliation


Date

6. Grant Assurances Specific to TIGER Discretionary Grant Program

Certification. The Grantee hereby 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 including but 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, 42 U.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. American Recovery and Reinvestment Act of 2009 – P.L. 111-5
- dd. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d, et seq.
- ee. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. 541, et seq.
- ff. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting

- and Financial Transactions – 31 U.S.C. 1352
- gg. Freedom of Information Act - 5 U.S.C. 552, as amended.
- hh. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- ii. Farmlands Protection Policy Act of 1981 – 7 U.S.C. 4201
- jj. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- kk. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661
- ll. Section 9 of the Rivers and Harbors Act and General Bridge Act of 1946 - 33 U.S.C. 401
- mm. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. 138
- nn. Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. 6901, et seq.
- oo. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. 9601-9657
- pp. Safe Drinking Water Act -- 42 U.S.C. 300F-300J-6
- qq. Wilderness Act -- 16 U.S.C. 1131-1136
- rr. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 -- 42 U.S.C. 6901, et seq.
- ss. Native American Grave Protection and Repatriation Act -- 25 U.S.C. 3001 et seq.
- tt. Migratory Bird Treaty Act 16 U.S.C. 760c-760g.

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
- h. Executive Order 13513 and DOT Order 3902.10, Contractor Policy to Ban Text Messaging While Driving in all solicitations and contracts, exceeding the micro-purchase threshold

General Federal Regulations

- a. Interim Final Guidance on Buy American – 74 FR 18449 (April 23, 2009), 2 CFR Part 176
- b. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations – 2 CFR Part 215
- c. Cost Principles for State and Local Governments – 2 CFR Part 225
- d. Non-procurement Suspension and Debarment – 2 CFR Part 1200
- e. Investigative and Enforcement Procedures - 14 CFR Part 13
- f. Procedures for predetermination of wage rates - 29 CFR 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 CFR 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 CFR Part 5
- i. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) - 41 CFR Parts 60, et seq.
- j. Contractor Qualifications - 48 CFR Part 9
- k. Uniform administrative requirements for grants and cooperative agreements to state and local governments - 49 CFR Part 18
- l. New Restrictions on Lobbying – 49 CFR 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 CFR Part 21
- n. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 CFR Part 24
- o. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 CFR Part 25
- p. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 CFR Part 27
- q. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR 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 CFR Part 30
- s. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- t. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 CFR Parts 37 and 38
- u. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40

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 Grant 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

Additional Federal Regulations or Statutes to be Applied by Maritime Administration (MARAD)

The Grantee may be required to submit additional information in response to requests from DOT, OMB, the Congressional Budget Office, The Government Accountability Office or the Department of Transportation's Inspector General. The Government will inform the Grantee if such reports are required.

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

Responsibility and Authority of the Grantee.

1. The Grantee has the legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant'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 applicant to act in connection with the application and to provide such additional information as may be required.

2. Funds Availability. It has sufficient funds available for that portion of the project costs that are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant that it will own or control.

3. Preserving Rights and Powers.

It 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 grant without the written approval of the DOT, 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 DOT.

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 DOT 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 grant 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.

In addition, in order to incorporate the provisions of Section 1606 of the Recovery Act, which applies Davis-Bacon Act prevailing wage requirements to projects funded directly by or assisted in whole or in part by and through the Federal Government using laborers and mechanics, the grantee agrees to insert the clauses found in 29 CFR 5.5(a) provided in Attachment B of this grant in all Grantee contracts and grants using funds obligated to carry out this grant.

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 Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541, et seq) 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 CFR 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 CFR 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 CFR Part 24.

Quonset Development Corp.

Grantee

Signature of Authorized Grantee Official

9/1/10

Date

ATTACHMENT C: RECOVERY ACT REQUIREMENTS AND CONTRACT CLAUSES

1. Davis-Bacon Wage Rate Requirements and Contract Clauses

- a) Section 1606 of the Recovery Act 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 pursuant to the Recovery Act 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.
- b) Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 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 Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 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).
- c) Federal agencies providing grants, grants, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 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).
- d) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, grants 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.

2. Buy American Act Requirements and Contract Clauses

- a) Definitions. As used in this award term and condition—
 - (1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
 - (2) Public building and public work means a public building of, and a public

work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

- (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____		
Domestic steel, iron, or manufactured good	_____		
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____		
Domestic steel, iron, or manufactured good	_____		

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

3. 48 C.F.R. Subpart 52.247-64 Preference for Privately Owned Commercial U.S. Flag Vessels – Cargo Preference Act of 1954

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that

such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—

(i) The Contracting Officer, and the

(ii) Office of Cargo Preference and Domestic Trade Maritime Administration 1200 New Jersey Avenue, SE Washington DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2). The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value.

(Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military—

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S. flag - commercial vessels may be obtained from the:

Office of Cargo Preference and Domestic Trade Maritime Administration 1200 New Jersey Avenue, S.E. Washington DC 20590 Phone: (202) 366-4610

4. Single Audit Information for Recipients of Recovery Act Funds Requirements

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 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 Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) 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 Recovery 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 Recovery 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 “ARRA-” 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.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

ATTACHMENT D
MONTHLY PROGRESS REPORTS
FORMAT AND CONTENT

[Note: Subject to 44 U.S.C 3501 under the Paperwork Reduction Act, the grantee shall submit monthly progress reports as described in this Attachment].

The purpose of the monthly progress reports 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.

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.

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.

A monthly cost, schedule, and status report will be produced by the Grantee, and a status meeting will be held with the Grantee at least quarterly, with 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.

The following is the required format for the monthly status reports. At the discretion of the Government, modifications or additions can be made in order to produce a monthly reporting format that will most effectively serve both the Grantee and the Government. It is recognized that some projects will have a more extensive monthly status than others. In the case of smaller projects, the content of the monthly reports will be streamlined and project status meetings will be held on a less-frequent basis.

Please note that the initial monthly progress report should include a detailed description, and where appropriate, drawings, of the items funded.

1. 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 Grant.
- 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, Davis Bacon Act Prevailing Wage requirements, etc.

2. Project Activities and Deliverables. The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous month (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 Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance. The two-month "look ahead schedule" will enable the Government to accommodate any activities requiring input or assistance.

3. 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.

4. 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 monthly 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.

5. 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.

6. Project Funding Status. The purpose of this section is to provide a status report on the non-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-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.

7. 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.

8. 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.

QUONSET WIND ENERGY PROJECT PERFORMANCE MEASURES

Measure	Description of Measure	Measurement Period
1. Containerized Freight (arriving from domestic ports as part of Marine Highway)		
1a. Number of TEU's	Quarterly total of containers measured in Twenty foot Equivalent Units (TEU's)	Before (Baseline) Measurement: Date of grant award. After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning the first full quarter after the project is complete and the crane is placed in operation.
1b. Number of Lifts	Quarterly total of crane lifts for containerized freight	
1c. Tonnage	Quarterly tonnage of containerized freight	
1d. Gross Revenue	Quarterly port revenue derived from containerized freight	
2. Wind related cargo		
2a. Number of Lifts	Quarterly total of crane lifts for wind related cargo	Before (Baseline) Measurement: Date of grant award. After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning the first full quarter after the project is complete and the crane is placed in operation.
2b. Tonnage	Quarterly tonnage of wind related cargo	
2c. Gross Revenue	Quarterly port revenue derived from wind related cargo	
3. Increase in Total Cargo Throughput for the Port as a Whole		
3a. Average container lifts (TEUs)	Quarterly total of container lifts for the port as a whole reported in TEUs	Before (Baseline) Measurement: Date of grant award. After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning the first full quarter after the project is complete and the crane is placed in operation.
3b. Average cargo tons handled	Quarterly total of cargo tonnage for the port as a whole	
3c. Gross Revenue	Quarterly port revenue derived from all cargo	

ATTACHMENT E

PROJECT BUDGET

Quonset Wind Energy and Surface Transportation (QWEST), North Kingstown, Rhode Island PROJECT FUNDING

Sources and Distribution of Funds

The port, terminal, highway, rail, and transit reconstruction project supported through QWEST initiatives is funded in a combination of federal, state, and local sources as follows.

TIGER Discretionary Grant	\$22,300,000
Funds from QDC	<u>\$ 2,208,460</u>
Total Cost	\$24,508,460
TIGER Share	90.9%
MARAD Share	0.0%
State Share	9.1%

UPDATED PROJECT ITEMS & ESTIMATE

ITEM	ESTIMATE
Pier One Concrete Deck Repairs	\$1,790,000
Pier One Cleats, Bollards, Fenders	\$1,200,000
Pier One Lighting Replacement	\$160,000
Pier Two Paving	\$700,000
Pier Two Corner Fender	\$100,000
Mobile Harbor Crane Purchase	\$4,000,000
Crane Platform	\$6,400,000
Terminal 4/5 Improvements and Paving	\$4,000,000
Rail Spur Building 318	\$150,000
Rebuild Track – Guard Shack to Pier 2	\$800,000
Port Roads Rehabilitation	\$2,000,000
Tidal Drive Extension	\$1,000,000
QDC Matching Projects	

Design and Permitting	\$1,400,000
Pier One Utility Improvements	\$808,460
Total	\$24,508,460

ATTACHMENT F

PROJECT SCHEDULE

III. PROJECT MILESTONE COMPLETION SCHEDULE

QUONSET DEVELOPMENT CORPORATION																											
TIGER QWEST PROJECT IMPLEMENTATION SCHEDULE																											
Proj. #	Project	Cost	Des. Eng.	Permit Status	2010					2011					2012					Project Life Cycle (Years)							
					May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Jun	Jul		Aug	Sept	Oct	Nov	Dec	Jan	Feb
1 PIER ONE																											
1a	Pier One Concrete Deck Repairs	\$ 1,790,000	GZA	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
1b	Pier One Cleats, Bollards, Fenders	\$ 1,200,000	GZA	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
1c	Pier One Lighting Replacement	\$ 160,000	HSec	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	20
		\$ 3,150,000																									
2 PIER TWO																											
2a	Pier Two Paving	\$ 700,000	MN	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
2b	Pier Two Corner Fender	\$ 100,000	MN	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
		\$ 800,000																									
3 CRANE OPERATIONS																											
3a	Mobile Harbor Crane Purchase	\$ 4,000,000	MN	CRMC Category A				Planning	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
3b	Crane Platform	\$ 6,400,000	MN	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	20
		\$ 10,400,000																									
4 TERMINAL PROJECTS																											
4a	Terminal 4/5 Improvements and Paving	\$ 4,000,000	Gar.	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	20
4b	South Bulkhead Marine Hardware	\$ 160,000	GZA	CRMC Category A																							
		\$ 4,000,000																									
5 RAIL PROJECTS																											
5a	Rail Spur Building 318	\$ 150,000	CHA	None Required																							25
5b	Rebuild Track - Guard Shack to Pier 2	\$ 800,000	CHA	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	25
		\$ 950,000																									
6 ROAD PROJECTS																											
6a	Port Roads Rehabilitation	\$ 2,000,000	GRA	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	25
6b	Tidal Drive Extension	\$ 1,000,000	GRA	CRMC Category A				Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	25
		\$ 3,000,000																									
TIGER QWEST PROJECT TOTAL \$ 22,300,000																											
QDC MATCHING PROJECTS																											
	Design and Permitting	\$ 1,400,000						Design	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	25
	Pier One Utility Improvements	\$ 808,460		CRMC Received				Construction	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	→	15
		\$ 2,208,460																									

Permits
 CRMC Category A - Administrative Review
 CRMC Category B - Public Notification & Review
 RIDEM Wetlands Insignificant - 60 Days
 RIDEM Wetlands Formal - 8 Months

Legend
 Design →
 Permit & Review →
 Bid →
 Construction →
 Planning →

ATTACHMENT G
TECHNICAL APPLICATION

TIGER - QWEST

Transportation Investments Generating
Economic Recovery = **TIGER**

Quonset Wind Energy and Surface
Transportation = **QWEST**

Type of Project:	Port, terminal, highway, rail, and transit	
Project Location:	Quonset Business Park Town of North Kingstown Washington County State of Rhode Island	
Congressional District:	Senators Jack Reed and Sheldon Whitehouse Congressmen Jim Langevin and Patrick Kennedy	
Urban/Rural:	Entirely within the Providence urbanized area	
Grant Request:	\$45.4 million	
DUNS Number:	797605164	
Contact Information:	Steven J. King, P.E. Managing Director sking@qdcric.com	Katherine Trapani Planning Manager ktrapani@qdcric.com
	Quonset Development Corporation 95 Cripe Street, North Kingstown, RI 02852 p. 401.295.0044 f. 401.268.9885	

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EXHIBITS (*attached separately*)

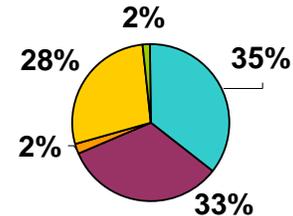
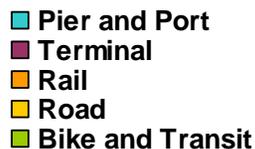
- 1) Federal Wage Rate Certification
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 - b) Wind farm logistics plan
 - c) Budget
 - d) Job build up by quarter
- 7) Letters of support
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 - b) Speaker of the House, Rhode Island General Assembly (*forthcoming*)
 - c) Rhode Island Economic Development Corporation
 - d) Rhode Island Department of Transportation
 - e) Rhode Island Statewide Planning Program / Transportation Advisory Committee
 - f) Rhode Island Public Transit Authority (*forthcoming*)
 - g) Rhode Island Emergency Management Agency (*forthcoming*)
 - h) Rhode Island National Guard
 - i) United States Coast Guard (*forthcoming*)
 - j) Town of North Kingstown
 - k) Deepwater Wind, LLC
 - l) Toray Plastics
 - m) North Atlantic Auto Distribution, Inc.
 - n) Columbia Coastal transport, LLC
 - o) International Longshoremen's Association
 - p) Crossroads Rhode Island

1. Executive Summary

Project Description: The Quonset Business Park is a 3,160 acre multimodal industrial and commercial facility on Narragansett Bay in Rhode Island with 4 modes of transportation and comprised of two former Navy bases. The Park now has 168 tenants with 8,800 employees. The QWEST Project is a diverse, yet cohesive package of relatively small projects at the Quonset Business Park to facilitate Wind Energy production and improve Surface Transportation. This collection of freight and passenger projects includes pier maintenance, terminal upgrades, rail improvements, road reconstruction, and alternate modes (transit and bicycle). Together this package of projects:

- creates long term and short term jobs
- improves freight transportation
- achieves a state of good repair
- extends useful life of former military assets
- increases port capacity
- improves access to industrial properties being marketed to alternative energy producers (particularly offshore wind), thereby increasing energy independence
- improves passenger transportation for commuters in these new jobs
- provides more transportation choices, thereby reducing automobile dependence
- enhances safety and livability
- provides a suitable and secure location for marine disaster recovery efforts
- complements state and federal investments already made (Freight Rail Improvement Project, Relocated Route 403, new bike path, just to name a few)
- relies upon partnerships with several agencies (RI Emergency Management Agency, RI Public Transit Authority, the Town of North Kingstown, and others)
- has regional significance because of the potential to alter freight transportation patterns in the congested corridors of the Northeast
- can all be completed by February 2012

TIGER-QWEST PROJECTS



The Quonset Development Corporation (QDC) has been successful, even during the economic downturn of the last couple years, in attracting new tenants to the Business Park and building the employment base. Our unique transportation infrastructure (rail, road, airport and seaport) continues to be a draw, and maintenance of these assets is critical to our future success. The employment potential at the remaining vacant land parcels at the Park justifies these expenses.

Offshore wind energy is an exciting emergent industry in the northeastern United States, and Quonset is positioned to be its epicenter. Deepwater Wind has partnered with the State of Rhode Island to construct the first offshore wind farm in the United States. Deepwater Wind and the QDC have entered into a Development Agreement for the lease of 117 acres of land on which the manufacturing and logistics operations will be based.

Additionally, Quonset is a transportation hub on the Northeast Corridor and is well situated to divert freight traffic from congested Interstate highways to sea and/or rail. This grant, through the provision of improved infrastructure, will make container barge feeder service viable. The QDC has limited remaining funds available from a general obligation bond of the State of Rhode Island from 2004 to devote to projects in the park, and these are shown as a match.

The unemployment rate in the State of Rhode Island in July 2009 was 12.7%, one of the highest in the nation. Funding through ARRA is needed to supplement state investment and will be used efficiently and productively to put people to work in sustainable industries.

2. Background

Quonset Business Park

Quonset Development Corporation (QDC)

The QDC is a subsidiary of the Rhode Island Economic Development Corporation (RIEDC) charged with developing and managing the Quonset Business Park. The Board of Directors includes 11 members (6 appointed by the Governor, 4 members appointed by the local communities, and chaired by the Executive Director of the RIEDC). The staff includes professionals in project planning and development, construction and facility management, and public works. The QDC has the staff capacity to administer the projects proposed in this application and maintain them when they are completed. The QDC has completed \$41.5 million of design and construction projects in the last 5 years.

Park Overview

The QBP is located in North Kingstown, Rhode Island on the west shore of Narragansett Bay. This 3,160 acre Park is comprised of the former Quonset Naval Air Station (surplused in 1974) and the adjacent Davisville Naval Construction Battalion Center (surplused in 1994). Most of the infrastructure was built during base construction in 1939 and 1940. The infrastructure is 70 years old and is serviceable, but requires maintenance and upkeep. More than 200 derelict buildings have been remediated and demolished to make way for economic reuse of the property. There are now 168 companies located in the Park employing a total of 8,800 people. Many types of businesses are accommodated here, including heavy industrial, light industrial,

warehouse, retail, office, and port uses. A land use plan of the Park is found on page 20 of http://qdcri.com/files/0000/0275/Master_Plan_Final_112608.pdf. Quonset is a place for industry and a place for people. This theme resonates throughout the TIGER-QWEST application.

Port of Davisville: The port is located within the Park and is operated and managed by the QDC. It specializes in roll-on/roll-off (ro-ro) cargo and was the 5th largest auto importing facility in North America in 2008. Other port uses include fish processing and exporting, construction cargos, and other marine businesses (recreational boating, storage, moorings, diving, towing). The facility has two 1200' piers. Because of its width (600'), Pier Two has been used for the production and off-loading of concrete bridge components for the Jamestown Verrazano Bridge across the West Passage of Narragansett Bay as well as for the assembly of the new Interstate 195 (I-Way) bridge in Providence, Rhode Island. This 8-lane steel arch structure was assembled on the pier, jacked onto two barges that were braced together, and then floated up the Bay and lifted into place.

The QDC has an agreement with a wind energy developer who will use the Pier to ship windmill components to new off-shore wind farm sites. The Port of Davisville was also the staging area for the investigation of the EgyptAir Flight 990 crash in Long Island Sound in 1999. The US Coast Guard and RI Emergency Management Agency will continue to use this site for marine disaster response. The National Oceanic and Atmospheric Administration will be homeporting its new research vessel Okeanos Explorer in Davisville beginning in 2010. The RI Coastal Resources Management Council classifies the Quonset and Davisville waterfront as Type 6 Waters – Industrial Waterfront and Commercial Navigation as shown on page 20 of http://qdcri.com/files/0000/0275/Master_Plan_Final_112608.pdf.

Transportation Facilities: The Park is unique in that it offers 4 modes of transportation in a single location and is also a National Highway System Intermodal Connector:

Highway: 4-lane limited access highway (Route 403) connecting to Interstate 95. 26 miles of internal roads. Park is bisected by US Route 1 which is a 4 lane commercial corridor.

Rail: 14 miles of recently upgraded internal rail connecting the piers to the Amtrak Main Line and Providence and Worcester Railroad. Seaview Transportation is the switching company. A freight rail map of southern New England is found at page 192 of <http://www.planning.ri.gov/transportation/trans2030.pdf>.

Seaport: 2 piers and 4500' feet of berthing with controlling depth of 29', currently used for ro-ro operations, but also suitable for container barge service with improvements specified in this grant proposal. There is a third pier, known as the Carrier Pier at the Quonset end of the facility (1000' long).

Airport: military / general aviation facility with 7500' main runway, instrument landing system, control tower, and designated reliever for TF Green Airport. Abandoned runway area has potential for development.

- Bicycle: new 2.5 mile bike path, that will serve recreational and transportation purposes with proper connections within the Park
- Transit: RIPTA bus #14 runs from Providence to Narragansett and Newport and serves the Gateway Complex (along Route 1) at the Park 33 times per day. Electric Boat is served twice per day at shift changes.
- Ferry: Seasonal passenger ferry service to Martha’s Vineyard is available from the Carrier Pier.

Land Resources: Two-thirds of the developable land is already leased or sold. The remaining one-third (472 acres) has the potential to provide 6000 jobs¹ in desirable industries that can benefit from available transportation infrastructure.

- 3162 total acres
- 1332 acres of development acreage
- 386 acres leased
- 476 acres sold
- 267 acres under negotiation
- 205 acres available

Utilities: In addition, the QDC owns and operates water and wastewater systems with sufficient capacity for growth. Fiber optic cable is available throughout the Park. Electricity and natural gas are provided by National Grid.

Major tenants and employment (2009)

General Dynamics / Electric Boat	2205
Toray Plastics America	590
RI National Guard	300 full-time, 1200 part-time
Ocean State Job Lot	500
Southeast New England Shipbuilding Co.	450
Hexagon Metrology	240
North Atlantic Auto Distributors	208 full-time, 60 part-time

Amenities: The tenants of the Park enjoy the following amenities:

- | | |
|---------------------|-------------------------|
| 18 hole golf course | Day care facility |
| 2 marinas | Retail businesses |
| 3 beaches | Hotel under development |
| 2.5 mile bike path | Open space areas |

State and Federal Investments:

- US Navy from base construction in 1930’s and 40’s through BRAC and ongoing cleanup – in excess of \$76 million
- Route 403 limited access highway - \$192 million
- Freight Rail Improvement Project - \$220 million
- Airport terminal and hangar and taxiway construction - \$8.2 million

¹ Buildout analysis found at http://qdcric.com/files/0000/0275/Master_Plan_Final_112608.pdf, page 113, minus 800 new jobs since 2007.

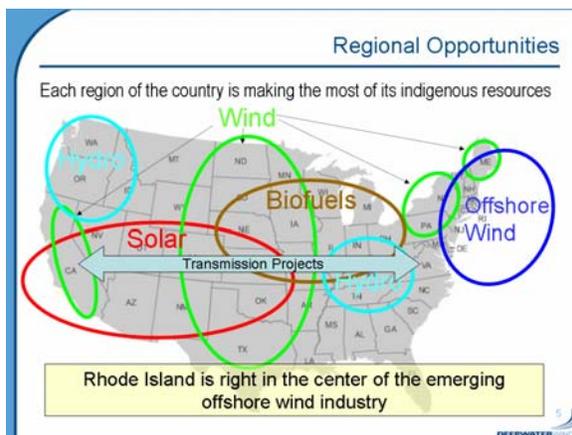
- Air and Army National Guard expansions - \$121 million
- EDA – Bulkhead, Pier One, Pier Two, West Davisville Infrastructure - \$7.0 million
- ACOE - Water Towers - \$3.3 million
- State Bond Issues - \$81 million (\$48 million in 2004, \$22 million in 1996, and \$11 million in 1970's)

Private Investment: The private sector has steadily invested in manufacturing, warehouse, office, and retail development over the last several decades beginning with General Dynamics in 1974 when Quonset Naval Air Station closed. There are no figures available that quantify total private investment since the state took over this facility, but since 2000, there has been \$233 million. Current development in progress has an estimated value of \$220 million.

In summary, the Quonset Business Park has a demonstrated record of successful infrastructure investments that have led to quality development and thousands of jobs for southeastern New England.

Northeast Offshore Wind Energy Hub

Offshore wind power represents the largest potential source of renewable energy for eastern coastal states. The most robust market for offshore wind stretches from New Jersey to Massachusetts as shown below. Offshore wind markets are driven by high electricity prices, accessible load centers (coastal cities), and states that have created Renewable Portfolio Standards that fund renewable energy projects.



Northeastern States Offshore Wind Goals

State	Megawatt Goal	Approximate Capital Cost
NJ	3,000	13.5 billion
NY	3,400	15.3 billion
RI	400	1.8 billion
MA	600	2.7 billion

Rhode Island is ideally located to serve as a logistics port for all of these projects. There are few other ports in the region that have both the size and open access for large vessels – the predominant method of receiving equipment – and the only method of building the projects.

Deepwater Wind (DWW) is a company selected by the State of Rhode Island in response to a Request for Proposals to develop a wind farm off the coast of Rhode Island. DWW has a Joint Development Agreement with the State as well as Development Agreement with the QDC and an option to lease 117 acres of land at the

Park. Legislation was recently passed to allow National Grid to enter into long term power purchase agreements. They intend to construct a 385 MW wind farm beginning with a 28 MW facility near Block Island which is dependent on diesel generators for electricity. DWW is considered to be a partner but is not listed as a co-applicant because the QDC will manage the projects and will be the owner of the infrastructure. Deepwater Wind plans to invest \$23.5 million at the Park in other utility and infrastructure projects. Their plans are more fully described in Exhibits 6a and 6b.

Transportation challenges to be addressed:

- Aging infrastructure: Much of the country, but the northeast in particular, suffers from aging infrastructure. Continual investment is required to maintain a state of good repair. Converting and reconnecting a roadway network from 2 naval installations closed decades apart to create a network that serves a modern industrial park is an ongoing challenge.
- Highway and rail congestion: The Interstate 95 corridor between Washington, DC and Boston is one of the most congested corridors in the nation. Even the Northeast Corridor suffers from crowded rail lines. By creating new capacity for containerized freight, short sea shipping will help to relieve congestion in New York, Connecticut and Rhode Island.
- Lack of commuting options: Due to the location of the Park and the dispersed nature of industrial development, the vast majority of employees commute by car. The bike and transit projects contained in the application will provide more choices to commuters and result in improved mobility.
- Scale and capacity: The United States is lacking basic infrastructure to support construction of offshore wind projects. Construction requires large staging areas where large components arriving by ship, rail and truck can be unloaded, pre-assembled and loaded onto barges for transport to project sites. These logistics ports must be located within approximately 250 miles of the ultimate wind farm locations because the open weather window to construct off shore is very short – typically compressed into 5 spring, fall and summer months. Now that this industry is emerging and we are cognizant of the size and weight of the windmill components, it is incumbent upon the public sector to provide the infrastructure that will support construction of offshore wind energy facilities.

3. Project Description

As stated previously, this application consists of a package of relatively small surface transportation projects. A matrix containing this list of projects (and project cost) is found on page 12 and identifies the projects as Wind Energy (WE), Surface Transportation (ST), or both (WEST). Maps of the projects can be found in Exhibits 2b and 2c. This section contains a brief narrative description of each project.

A. Project Narratives

Pier and port projects:

These projects will all be administered by the QDC. They are a combination of capacity enhancements and routine repairs to maintain a state of good repair.

1. Pier One deck repairs: Pier One at the Port of Davisville is a 250' x 1200' concrete deck pier supported by wood pilings, primarily used for ro-ro cargo. It was built by the Navy in 1943, with the last full deck replacement in 1951. Over time, use and exposure to salt water and the winter weather have taken their toll on the deck surface. The pier deck has been patched over the years, but major repairs are now needed where the concrete is failing or spalling to extend the life of the pier.

2. Pier One cleat, bollard, and fender repairs: With use over time, the cleats, bollards, fenders and underpinning systems, used to secure vessels to the pier, become loose and/or damaged. This project will repair the marine hardware so that vessels can be berthed securely.

3. Pier One lighting replacement: Deteriorated wood light poles supporting deck lighting will be replaced with updated fixtures and wiring.

4. Pier Two paving: This is a 600' x 1200' wharf structure (720,000 SF or 80,000 SY) that requires resurfacing.

5. Pier Two corner fender: Because of the layout of the turning basin, vessels are backed out of the berth on the south side of pier, and turned southward 90 degrees so they can proceed outbound down the channel to the south. This turning movement in a limited space unnecessarily exposes the corner of the pier to damage. Avoidance of the pier by taking a wider turn presents the risk of the vessel running aground on a shoal. A new corner fender would greatly reduce these risks.

6. Crane platforms: Bulkhead and Pier Two: The bulkhead south of Pier 1 has recently been reconstructed. The apron area, however, remains a gravel surface. This project will provide for a 10,000 SF apron with load bearing capacity of 16,000 PSF to support a crane and load pick (see below). Similarly, on Pier 2, (the wider of the two piers) the load bearing capacity of the deck will be reinforced to support a crane.

7. Crane purchase: Grant funding will be used to purchase a 360-ton mobile harbor crane with 100-ton lift capability which will enable container barge services to utilize the port facilities and also be suitable for loading and off-loading of windmill components. The crane will be used along the bulkhead of Terminals 4 and 5 and also on Pier 2 as needed.

8. Port security and emergency operations center: The current port office is housed in a small trailer. This substandard facility will be replaced with a state-of-the-art security and emergency operations center, designed to meet National Incident Management System (NIMS) standards, with appropriate spaces to store the port's camera equipment and radio equipment, monitor the port's camera system, maintain communications with vessels and first responders, control access to secure/restricted areas, verify Transportation Worker Identification Credentials (TWIC), and issue port IDs. This project also establishes a pre-designated command post and emergency operations center for maritime incidents, such as oil spills, hurricanes, air shows, tall ship events, manmade and natural disasters. Space would be available for federal, state, and local agencies, which have jurisdictional responsibility. This project will be coordinated with the RI Emergency Management Agency. Additionally, the US Coast Guard is supportive of this project as they plan to use the Port of Davisville as a staging area for marine disaster response and recovery.

Terminal projects:

9. Terminal 3 security: This project provides for fencing, gate, gatehouse,, and surveillance equipment installation in Terminal 3 (9 acres), a public laydown area currently used for ro-ro cargo, but suitable for containerized freight as well. This will enable the terminal to be monitored from the new port operations center.

10. Terminal 4 security: This project provides for fencing, gate, gatehouse, lighting, surveillance equipment, and fire hydrant installation of Terminal 4 (7 acres). This will enable the terminal to be monitored from the new port operations center. This will also be a public terminal representing an expansion of port capacity (see below).

11. Terminal 4/5 improvements and paving: The QDC has recently removed unused rail sidings from this area and replaced the failed timber bulkhead with a \$6 million steel sheet piling wall, although the area is of limited use because of the gravel surface. This project provides for drainage structures and paving of this 21 acre area (Terminal 4 = 7 acres, Terminal 5 = 14 acres). This area would then be suitable for un/loading of container and windmill components.

12. Terminal 6 Construction: There is a 54 acre parcel of land in the North Davisville district of the Park that is in the process of being conveyed by the US Navy to the QDC through the Maritime Administration, specifically for port related uses. The QDC holds a lease in furtherance of conveyance. There are height restrictions on this parcel from the airport approach zone. Given these constraints, this land is well suited for open storage of windmill components, containers, or automobiles. In order to be used as a terminal, the site requires clearing, storm drains, and paving with fencing and lighting as needed. The vegetated buffer on the north edge of the site will remain in place. This area is currently under agreement to Deepwater Wind.

Rail projects:

The QDC recently completed a \$5 million overhaul of the main rail lines in the Park as far as the gate of the Port. These projects provide for improvements in the port area.

13. Rail spur to building 318: This is a 125,000 SF warehouse building in the port area owned by the QDC and available for lease. It is situated such that a spur can be very economically located, thereby creating new rail accessible warehousing space. The QDC has recently invested in new doors and windows, and other building renovations.

14. Rebuild track guard shack to Pier Two: approximately 2200' of track will be rebuilt and weight limits will be upgraded to be consistent with the Davisville Main Line, recently reconstructed to support the weight of double stacked containers and tri-level auto racks. This will re-establish the "on-dock rail" capability of the port.

Road projects:

The following road projects are currently unfunded but are nonetheless important to the success of the Park. Roads will be constructed with 6' foot shoulders to promote safe bicycle and pedestrian transportation. The roadways around the airport are used extensively by the National Guard for physical training purposes.

15. Thompson Road upgrade: Project limits: Davisville Road to Broadway. Length: 2400 feet. This roadway will be reconstructed to provide improved access to NOARD as well as to a 26 acre parcel of land that is under negotiation with a developer pursuing an initiative with the US Department of Energy for a Smart Grid facility.

16. Jones Road upgrade: Project limits: Bailey Road to Thompson. Length: 4000 feet. This is a project that is funded primarily by the QDC with bond proceeds. There is a shortfall of funds due to the limited amount of bond funding available.

17. Davisville Road Upgrade: Project limits: Marine Road to Pier 2. Length: 8040 feet. This road will be widened and reinforced to serve as a haul road from Terminal 6 for windmill components 80 feet wide and weighing up to 220 tons.

18. Marine Road Relocation: (Thompson Road extension): Project limits: Davisville Road to bike path parking lot. Length: 1300 feet. This re-alignment is necessary to create a contiguous parcel for Terminal 6 while maintaining access to a recreational facility and a historic site.

Bicycle and transit projects:

Although most of the projects in this grant application are freight oriented, there is an opportunity and a need to provide better passenger transportation for the new Park employees. RI Public Transit Authority currently serves the area by Route 14 – regular fixed route service. It comes into the Park and serves the Gateway District 33 times per

day and Electric Boat twice per day. There is a serious need for improved transit in the Park, which is difficult due to the sheer size and dispersed nature of the industrial employment centers.

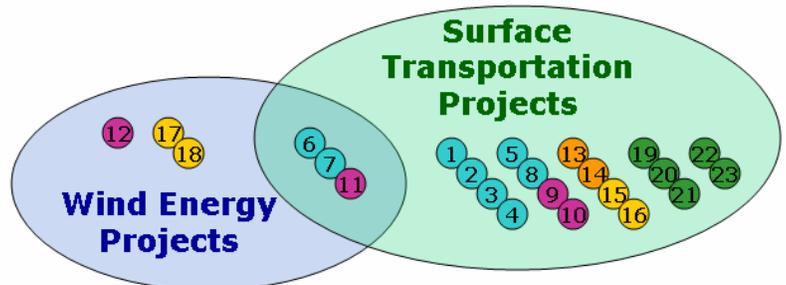
19. Small bus for flex service: In partnership with RIPTA and the host community, a flex service model of transit is proposed to connect to fixed route service. It is an innovative and successful model of small bus, reservation based service that would service the park as well as nearby residential communities. This would benefit the residents of subsidized housing units who would have greater access to jobs within the Park.

20. Bus shelters: Shelters would be located in support of the flex service.

21. and 22. Bikes and bike racks for pilot program: In support of bicycle as a viable mode of transportation RIPTA has proposed a pilot program that would provide registered bus passengers with a bicycle that would be available to make bus service more attractive. The bike would be used within the Park from the Gateway to the final destination and/or from the commuter's home to the fixed route service. All of RIPTA's buses are equipped with bike racks. This is another innovative way to make transit more appealing.

23. Parkwide bike improvements: In addition to the recently completed 2.5 mile bike path along the northern perimeter of the Park and the roadway improvements that will include 6' shoulders, there are many other small improvements that can be made to increase bicycle access and safety such as signing, striping, and connections to the residential areas south of the Park.

Project Purpose: This graphic clearly demonstrates which of the projects are surface transportation projects for the Park, which are primarily to support the wind industry, and which projects serve both purposes. Please refer to the numbered project list in the Project Matrix.



QDC funded projects:

Although no match is required for the ARRA funding, it is important to note that the QDC is continuing its \$60 million capital program. We are not substituting ARRA money for our programmed project expenses. They are similar surface transportation projects that are critical to the Park. The capital projects that have been planned and that we will implement are as follows:

Mainsail realignment: This project involved a land swap with the Town of North Kingstown, and straightens out two sharp curves on a road now heavily traveled by trucks from TORAY Plastics America.

Northrup Road reconstruction: Limits: Callahan Road to Bailey Road. Length: 2700 feet
This project reconstructs an existing Park road and straightens out one sharp curve. This is the primary north-south arterial through the Park.

Jones Road upgrade: Limits: Bailey Road to Thompson Road. Length: 4000 feet. This project also reconstructs an existing Park road. This, in conjunction with Northrup Road, is the primary north-south arterial through the Park.

Pier One utility improvements: The QDC is constructing pier improvements from our capital budget in support of the berthing of NOAA's *Okeanos Explorer*.

B. Project Matrix

Each project is shown in a matrix on the following page with the cost, implementing agency, and project type. Please also refer to the maps appended to the application.

C. Project Implementation Schedule

Exhibit 2a contains a matrix listing each project; permit status; anticipated design, bid and construction dates; and useful life. Projects will be bundled together to increase efficiency. All projects can be completed by February 2012.



Port of Davisville, Narragansett Bay, Rhode Island

TIGER – QWEST Project Matrix

#	Wind Energy/ Surface Tran	Agency	Project	Type of Project	Cost
PIER AND PORT PROJECTS					
1	ST	QDC	Pier One Concrete Deck Repairs	Pier repairs	\$1,900,000
2	ST	QDC	Pier One Cleat and Bollard Repairs	Pier repairs	\$1,200,000
3	ST	QDC	Pier One Lighting Replacement	Pier repairs	\$160,000
4	ST	QDC	Pier Two Paving	Pier repairs	\$750,000
5	ST	QDC	Pier Two Corner Fender	Pier improvements	\$100,000
6	WEST	QDC	Crane Platforms - Bulkhead and Pier 2	Pier improvements	\$7,200,000
7	WEST	QDC	Crane Purchase	Port improvements	\$4,000,000
8	ST	QDC / EMA	Port Security and Emergency Ops Center	Port improvements	\$930,000
Subtotal (100% federal)					\$16,240,000

TERMINAL PROJECTS					
9	ST	QDC	Terminal 3 Security	Port terminal improvements	\$210,000
10	ST	QDC	Terminal 4 Security	Port terminal improvements	\$1,925,000
11	WEST	QDC	Terminal 4/5 Improvements and Paving	Port terminal improvements	\$4,000,000
12	WE	QDC	Terminal 6 Construction (N DVS)	New port terminal	\$8,700,000
Subtotal (100% federal)					\$14,835,000

RAIL PROJECTS					
13	ST	QDC	Rail Spur Building 318	Rail improvement	\$150,000
14	ST	QDC	Rebuild Track - guard shack to Pier 2	Rail repair	\$800,000
Subtotal (100% federal)					\$950,000

ROAD PROJECTS					
15	ST	QDC	Thompson Road Upgrade	Existing road reconstruction	\$1,000,000
16	ST	QDC	Jones Road Upgrade shortfall	Existing road reconstruction	\$500,000
17	WE	QDC	Davisville Rd Upgrade	Existing road reconstruction	\$10,500,000
18	WE	QDC	Marine Road Relocation	Road realignment	\$650,000
Subtotal (100% federal)					\$12,650,000

BICYCLE AND TRANSIT PROJECTS					
19	ST	RIPTA	Bus Shelters (4)	Transit improvement	\$100,000
20	ST	RIPTA	Small Bus for Flex Service	Transit improvement	\$90,000
21	ST	RIPTA	Bike Racks (10)	Bicycle improvement	\$12,000
22	ST	RIPTA	Bikes for Pilot Program (30)	Bicycle improvement	\$12,000
23	ST	QDC	Parkwide Bike Improvements	Bicycle improvement	\$500,000
Subtotal (100% federal)					\$714,000

Total Federal Request	\$45,389,000
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QDC MATCHING PROJECTS					
	ST	QDC	Mainsail Curve Relocation/Improvement	Existing road realignment	\$950,000
	ST	QDC	Northrup Road Reconstruction	Existing road reconstruction	\$3,000,000
	ST	QDC	Jones Road Upgrade	Existing road reconstruction	\$1,500,000
	ST	QDC	Pier One Utility Improvements	Pier improvements	\$1,200,000
Total QDC Projects					\$6,650,000

Total Project	\$52,039,000
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D. Legislative Approvals

No legislative approvals are required. The Quonset Development Corporation, under its existing enabling legislation, has the authority to implement the projects, as does the RI Public Transit Authority.

E. Planning Approvals

The projects are consistent with the following relevant planning documents:

- Master Plan for the Quonset Business Park (2008)
- Comprehensive Plan for the Town of North Kingstown (as evidenced by the letter from the Town of North Kingstown)
- Transportation 2030, long range plan for the State of Rhode Island
- Transportation Improvement Program FY 2009-2012 to be amended if required as evidenced by letter from RI Division of Planning / Transportation Advisory Committee
- Highway Functional Classification 2005-2015
- Land Use 2025 (2006) statewide land use plan

F. Environmental Approvals:

The ODC believes that review under the National Environmental Policy Act (NEPA) is not required for the projects included in this application. The road and pier maintenance projects are considered to be Categorical Exclusions. There are some projects that do increase capacity, but the impacts from development of the former Navy base have been studied and quantified in previous NEPA documents.

- Base Reuse Plan for NCBC Davisville, 1994
- Environmental Impact Statement (EIS) for NCBC Davisville, 1994
- EIS for Route 403 (has accounted for increases in vehicular traffic)
- EIS for Freight Rail Improvement project (has accounted for increases in rail and port traffic)

State permits will be required for many projects as indicated in the project matrix.

Section 4(f): Parklands, Recreation Areas, Refuges, and Historic Properties: There are no National Parklands, Recreation Areas or Refuges in the vicinity of the project. There is a historic property as described below.

Section 106: Historic and Culturally Significant Properties: The Allen Madison House is an 1801 Federal style farmhouse and was added to the National Historic Register in 1980 as shown on page 18 of http://qdcric.com/files/0000/0275/Master_Plan_Final_112608.pdf (purple shaded area). The Marine Road relocation and the Terminal 6 project are adjacent to this property (which has wooded grounds that provide a buffer). The ODC will work with the RI Historic Preservation and Heritage Commission on an appropriate road alignment to avoid impacts to this site.

Clean Water Act: Required permits will be obtained from the RI Department of Environmental Management and the RI Coastal Resources Management Council as noted on the project matrix to protect water quality.

Executive Order – Wetlands: Required permits will be obtained from the RI Department of Environmental Management and the RI Coastal Resources Management Council as noted on the project matrix. No wetlands will be impacted by the projects. The QDC recently completed a 4 acre salt marsh restoration south of Terminal 5.

Executive Order – Floodplains: The Quonset Business Park is partially located in a coastal floodplain as shown on page 19 of http://qdc.ri.com/files/0000/0275/Master_Plan_Final_112608.pdf. The road, pier, port, and rail projects will be designed appropriately and consistent with location in floodplain.

Executive Order – Environmental Justice: Environmental Justice Populations will not be adversely impacted by any of the projects included in this application. There are several low-income and elderly housing complexes in the vicinity of the Park that will benefit from improved transit services and will have greater access to jobs and retail services within the Park.

Clean Air Act: Rhode Island is a moderate non-attainment area for ozone. The employment projections for the Park at full buildout and associated trip generation is already coded into future years of the Statewide Travel Demand Model. These projects will not generate additional traffic beyond what was already anticipated. An air quality conformity analysis was conducted for the State Long Range Transportation Plan (summarized on page 93 of <http://www.planning.ri.gov/transportation/trans2030.pdf>) The Plan and air quality analysis have been approved by the Federal Highway Administration.

Endangered Species Act: There are no threatened or endangered species in the Town of North Kingstown as shown on the Fish and Wildlife Service website. <http://www.fws.gov/northeast/newenglandfieldoffice/pdfs/RI%20species%20by%20town.pdf>.

Magnuson-Stevens Fishery Conservation and Management Act: Narragansett Bay is not shown on any maps as a critical habitat for any endangered species per the National Marine Fisheries Service <http://www.nmfs.noaa.gov/pr/species/criticalhabitat.htm>.

G. Technical and Financial Feasibility:

The projects to be completed are feasible and manageable. We do not anticipate any design, engineering, or permitting issues in the implementation of these projects.

Quonset Development Corporation: The QDC, a subsidiary of the economic Development Corporation, is the implementing agency for nearly all of the projects (roadway / bicycle, pier, port, and rail). The QDC staff includes experienced engineers and project managers with a successful track record of project construction (including other federally funded projects). The public works staff of the QDC will maintain the projects when completed. Although not a state agency, state procurement procedures are followed and all contracts are competitively bid. The QDC understands that consultant and contractor invoices can be submitted to USDOT for payment, and that the QDC will not be required to front project costs.

Rhode Island Public Transit Authority: RIPTA is the single transit provider in the State, and will be responsible for procurement of the bus and bicycles, and procurement and installation of shelters and bike racks. Exact locations will be mutually acceptable to QDC and RIPTA. RIPTA, QDC, and the Town of North Kingstown will work together with the community to define the service area for the Flex Transit. The QDC has applied for Community Development Block Grant for funding of the operation of the transit service. Long term funding for operations has not been identified.

Rhode Island Emergency Management Agency and United States Coast Guard: RIEMA and USCG will not be responsible for project implementation, but will be consulted in the design of the Port Security and Emergency Operations Center.

The full implementation of all projects is not financially feasible with out infusion of capital dollars from USDOT. The QDC can complete some projects over time within its capital program but that would not achieve the desired economic jumpstart.

Agency	Use	Funds	Percentage
USDOT TIGER	Capital Improvements	\$44.8 million	78%
QDC (incl. EDA match)	Capital Improvements	\$8.9 million	15%
Economic Dev't. Admin.	Capital Improvements	\$3.8 million	6%
CDBG (<i>applied for</i>)	Operations	\$0.1 million	<1%
Total		\$57.6 million	100%

4. How the Projects Meet Program Criteria

The projects requested in the grant application are all under \$20 million, and groups of projects (by mode and by purpose) are also less than \$20 million. The projects each have independent utility. Based on the guidance provided by USDOT, extensive benefit cost analysis is not required for projects under the \$20 million threshold. However, job creation estimates are provided as well as environmental and safety benefits.

A. State of good repair: The project matrix indicates the project type. Any project that is listed as a repair clearly falls within this category. This former Navy infrastructure has been, and will continue to be maintained in good operating condition. The QDC takes pride in the condition of the infrastructure and in the appearance of the Park. We have a staff of 30 individuals dedicated to the day-to-day operations and maintenance of the property, but a capital infusion of dollars is necessary at this time. Listed below are the projects intended to achieve and maintain a state of good repair along with an estimate of how many years the repair will extend the useful life of the asset. Revenue forthcoming from land leases and port use will be used to maintain these assets.

Project	Useful Life
Pier One Concrete Deck Repairs	15 years
Pier One Cleat and Bollard Repairs	15 years
Pier One Lighting Replacement	20 years
Pier Two Paving	15 years
Rebuild Track - guard shack to Pier 2	25 years
Thompson Road Upgrade	25 years
Jones Road Upgrade	25 years

B. Economic competitiveness: The QDC is a subsidiary of the RI Economic Development Corporation, and the QDC was created by the state specifically to manage the redevelopment of the former Navy bases into the Quonset Business Park and create jobs and revenue for the State. Following years of planning, environmental remediation, and property transfer activities, the Park has shown tremendous growth, both in the number of companies located here and the number of employees. Our tenant base is extremely diversified both in the types of businesses and in the number of employees. This diversification has allowed the Park to weather the economic storm quite well. This strategy has proven successful, and the health of the Park demonstrates the capability of the staff to manage and market the unique resources we have here. That being said, there is much work left to be done in the way of infrastructure maintenance and improvements. The projects listed below create new capacity and will be instrumental in maintaining our competitiveness.

Project	Competitive Strength
Pier Two Corner Fender (new marine hardware)	This small investment allows us to postpone dredging by allowing ships to more safely maneuver in the turning basin which is shoaling in areas.
Crane Platforms - Bulkhead and Pier 2 Crane Purchase	These two projects will create enormous potential for growth in containerized freight and breakbulk cargo (windmill components) that the port is currently not equipped to handle.
Port Security and Emergency Ops Center (new structure)	Will streamline operations and also serve other state and regional purposes (further described in the Port Program section).

Terminal 3 Security	These projects will provide new fencing, lighting, and surveillance in areas that currently have limited use.
Terminal 4 Security	
Terminal 4/5 Improvements and Paving	A new steel bulkhead was just installed by QDC. This project will make the terminal usable – it is currently a gravel surface.
Terminal 6 Construction (N DVS)	This project will add a new 53 acre upland terminal to the port area suitable for staging of large windmill components. The benefits to the state and northeast region are enormous.
Rail Spur Building 318	This new spur will increase the marketability of 125,000 SF warehouse building which the QDC has recently made improvements to.
Davisville Rd upgrade and Marine Rd relocation	The construction of a haul road with a 100' wide right of way and load bearing capacity to support 220 ton components will create an enormous competitive advantage as this infrastructure exists no where on the northeast coast of the United States.
Small Bus for Flex Service	The proposed flex bus service will help in recruitment of employees who do not own cars. A 2009 Park tenant survey indicated 28 percent of employers reported their employees have trouble with reliable transportation. This transportation option will make the Park more competitive.
Bus Shelters (4)	
Bike Racks (10)	The Bike Pilot Program will enhance both the fixed route transit mode and also take advantage of the newly opened bike path. Improved bike connections will be an asset to the Park and community and improve the Park's marketability and competitiveness.
Bikes for Pilot Program (30)	
Parkwide Bike Improvements	

- C. Livability:** The TIGER-QWEST projects improve livability in a number of ways. The freight projects, by diverting truck traffic from highway to rail or ocean will help to alleviate traffic congestion and by doing so, improve air quality, and public health. Time savings will be achieved for travelers on the busy I-95 corridor. Additionally, the bike and transit infrastructure is a tangible asset to the community at large, improving mobility, expanding economic opportunity, and providing new recreation and fitness facilities, thereby improving quality of life.
- D. Sustainability:** Directly and indirectly, this group of projects advances the sustainability of the region. By diverting truck traffic to more efficient modes (rail and barge), consumption of foreign oil is reduced and dependence is lessened. Additionally, greenhouse gases that contribute to climate change will be reduced. The bike and transit projects achieve this also, although on a smaller scale because they provide mobility while decreasing reliance on single occupant vehicles. As the Park continues to attract tenant companies engaged in renewable energy production (wind especially, but also biodiesel and ethanol), the region moves even closer to sustainability. Deepwater Wind, if successful, will supply the community of Block Island with 100% of its electric needs – a community that currently relies on diesel generators. This is a highly

desirable long term outcome that is at least partially attributable to this grant request.

Directly quantifiable benefits from a weekly container barge service include 348 million metric tons of carbon saved over 25 years with a value \$11.5 million. Calculations are provided in Exhibit 4.

With respect to the Deepwater Wind project, fabricating foundations in Rhode Island saves approximately 1,400 miles of transit from the Gulf of Mexico, where wind turbine foundations would otherwise be assembled. The fuel savings alone, from shipping fully assembled jackets from the Gulf of Mexico results in 1.260 million gallons of fuel saved annually and a reduction of 28 million pounds of carbon dioxide. (Equal to 12,727 metric tons and \$420,000).

- E. **Safety:** On many levels, safety is improved. Congested highways, with fewer trucks become safer. Energy provided by wind will reduce the number of fuel oil vessels in the shipping lanes and channels (and fuel trucks on the road), thereby reducing the chances for spills and incidents. On a smaller scale, properly signed and painted bike lanes will make cycling safer in the Park. Widened shoulders on the main north-south route in the Park will improve safety of pedestrians. Throughout the year Park employees are out for noontime walks and National Guardsmen and Guardswomen utilize the Park’s roadway network for daily physical training.

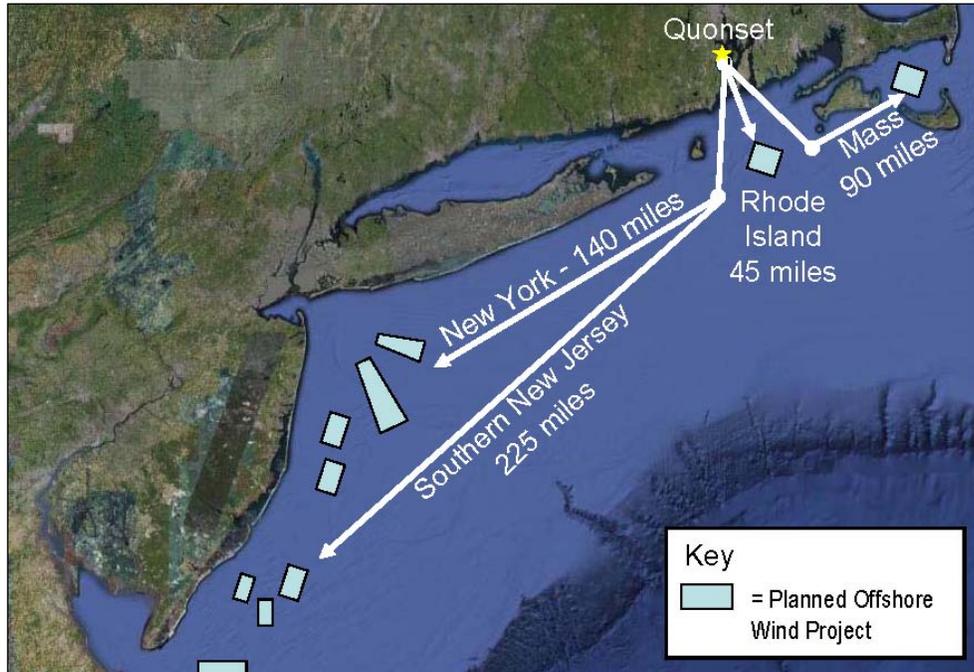
To site one example, one container barge per week would take 11,000 trucks off the road from New York to Rhode Island – a 360 mile round trip for a total mileage savings over 25 years of 99 million miles. According to NHTSA’s 2007 fatality and injury rates per 100 million miles², this project will save 1.36 lives and 8,118 injuries over 25 years. According to guidance on USDOT website, the value for preventing a fatality is \$6.0 million, therefore an **\$8.16 million** benefit is achieved by saving 1.36 lives. Using a value of \$37,280 per injured person³ **\$302 million** in injuries is avoided.



- F. **Development potential:** The offshore wind energy industry has enormous development potential as the Quonset location can be the staging area for projects along the northeast coast from Cape Cod to New Jersey. This figure indicates the proximity of Quonset in relation to several of the wind farms planned by a variety of developers – Deepwater Wind, Cape Wind, Bluewater Wind, Fisherman’s Energy, and Meerwind.

² <http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/reports/811103.pdf>

³ [Estimated Medical Cost Savings In Vermont by Implementing a Primary Seatbelt Law, page 4, NHTSA website, Report #811 042, September 2008](#)



Within the Park, the developable acreage in districts that are in the vicinity of the proposed improvements are as follows:

Davisville Waterfront	47 acres (26 acres currently under agreement)
North Davisville	50 acres (all 50 acres under agreement)
<u>Commerce Park (eastern)</u>	<u>100 acres (61 acres under agreement)</u>
TOTAL	197 acres (137 under agreement)

The uses permitted in the various districts include port, light industrial, general industrial, and office. The improvements will increase the value of the property and therefore the amount that lenders are willing to loan to private developers. The improvements in most cases are necessary for development to occur on some of the parcels that are now under agreement. Please note that these improvements are on public rights-of-way and are not specific to a certain tenant – they are general improvements that would benefit any tenant who chose to locate on a particular parcel. As stated above under the Competitiveness discussion, the new capacity created by the projects greatly enhances the development potential because the universe of tenants and activities that can be accommodated at the Park expands. The developable acreage is flat, mostly cleared, and served by water and wastewater utilities. The terminal projects need only to have stormwater systems installed (doable, but no small effort in the coastal zone). The only other development constraint is minor to moderate height limitations from airport airspace restrictions. Developers of the parcels under agreement have been able to work within the

height limitations. A map showing the status of developable parcels is found at <http://qdcric.com/files/0000/0400/QDC-CURRENT STATUS 7-09 HQ.pdf>.

- G. **Jobs, private investment, taxes:** Four methodologies for estimating job creation were used. The calculations are shown in Exhibit 5a. The range of new jobs to be created is between **494 and 805**.

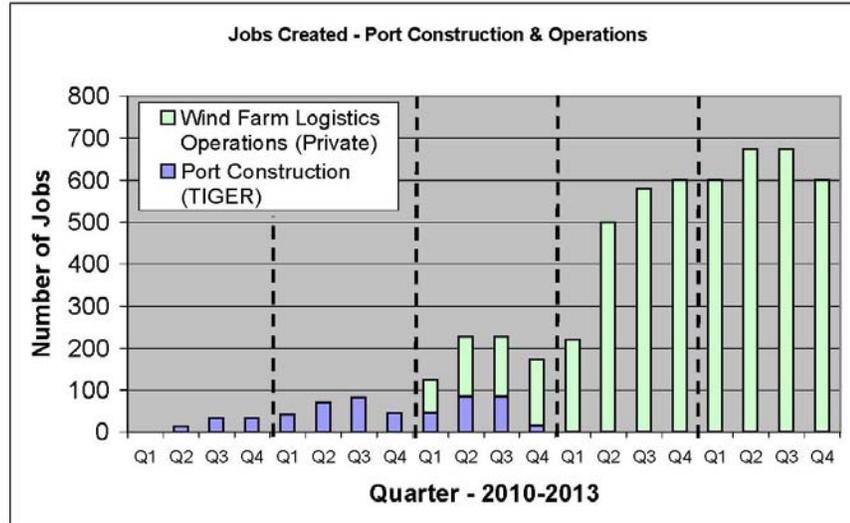
JOB CREATION ESTIMATES		
1	MARAD PORTKIT Version 1.1 (2000)	566
2	MARAD PORTKIT Version 1.1 (2000)	805
3	USDOT ARRA/TIGER Program - FAQ #10 (August 28, 2009)	494
4	QDC estimate based on Master Plan Buildout Analysis (2008)	786

Based on the range of jobs created, the range of annual tax revenue is as follows:

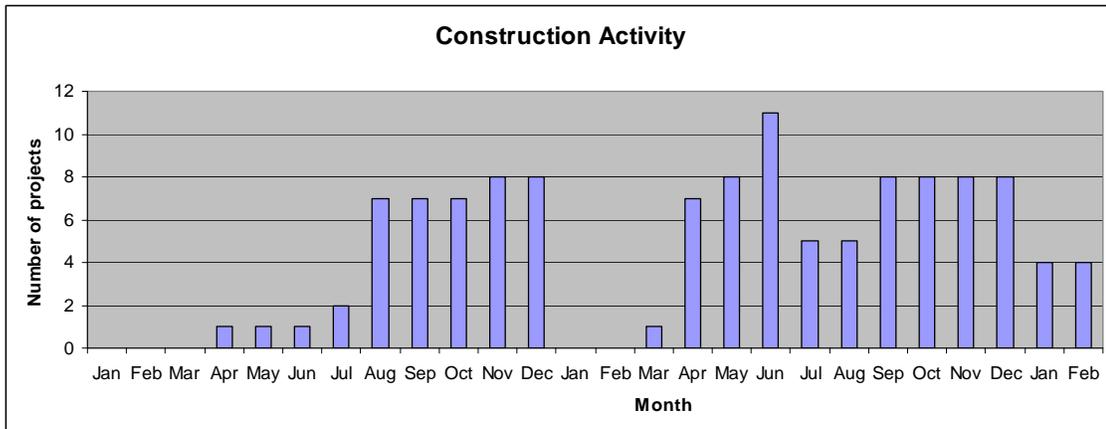
ANNUAL TAX REVENUE ESTIMATES			
	Jobs	Low = 494	High = 805
Average Wage (1)	\$	40,698	\$ 40,698
Total Wages	\$	20,104,812	\$ 32,761,890
Federal Tax Rate (2)		14.6%	14.6%
Federal Tax Revenue	\$	2,935,303	\$ 4,783,236
State Tax Rate (3)		2.5%	3%
State Tax Revenue	\$	502,620	\$ 819,047

(1) RI Department of Labor and Training, July 2009
 (2) RIEDC Research Office, September 2009
 (3) RIEDC Research Office, September 2009

Deepwater Wind Jobs: A portion of the job creation at Deepwater Wind is attributable to the TIGER projects. Construction jobs associated with the TIGER grant infrastructure commence in the 2nd quarter 2010 and continue into 2013. Commencing in 2012, private investment in fabrication facilities creates additional jobs. In late 2012 the actual logistics operations for wind farm fabrication and erection commences. Please also refer to Exhibit 6d.



Construction activity for all TIGER projects is shown below. Full-time permanent jobs phase in as construction jobs phase out.



Private investment potential and property taxes for the host community of North Kingstown (or payments-in-lieu-of taxes on leased property) for developable acreage is as follows:

Developer	Acreage	Private Investment	Property Tax
Wind*	117 acres	\$23,500,000	\$295,000
Biodiesel**	8 acres	\$28,000,000	\$19,138
TBD	72 acres	\$58 million ⁴	\$201,828
TOTAL PVT \$	197 acres	\$109.5 million	\$515,966

*currently under agreement – investment shown includes site improvements only - total investment is \$1.7 Billion
 **currently under agreement

- H. **Target populations:** Quonset Business Park is a regional employment center with 92.7% of the 8300 employees coming from Rhode Island, 4.6% from Massachusetts, and 2.6% from Connecticut. The Rhode Island employees are clustered in the Providence metropolitan area and the west side of Narragansett Bay. Please refer to the map on page 74 of http://qdc.ri.com/files/0000/0275/Master_Plan_Final_112608.pdf. RIPTA’s fixed route service runs along this corridor and provides good access to the entrance of the Park, but little service inside the sprawling Business Park. By providing the Flex Zone Transit Service, the fixed route system becomes more viable for commuters. Maps of target populations (Hispanic, Black, Asian, Native American, Low Income, and Disabled) can be found on pages 201-206 of <http://www.planning.ri.gov/transportation/trans2030.pdf>. These areas of the State are well served by RIPTA fixed route service with hubs in both Pawtucket and Providence.

- I. **Innovation:** The Flex Zone Transit Service is an innovative model that has been developed and perfected by RIPTA which operates on a reservation basis in a certain defined geographic area around a fixed route. RIPTA has 5 other such zones in Rhode Island in the smaller urban areas where traditional large bus fixed route service is not feasible. See service map at <http://www.ripta.com/content1306.html>. The Quonset Business Park and surrounding area in North Kingstown on the busy Post Road corridor and including several multi-family housing developments is an ideal location and demographic for this type of service. Additionally, there is an airport terminal and ferry terminal at the Park, both of which would benefit tremendously from improved transit connections.

- J. **Partnership:** As can be verified from the multiple letters of support listed in the table of contents and attached to this application, the TIGER – QWEST proposal represents not only a partnership between the QDC and a wind energy

⁴ A QDC application to EDA for funding of a different project in Commerce Park District estimated \$77 million in private investment on 93 acres based on actual data of completed projects. That ratio was used to estimate \$50 million on the 60 acres and is considered to be conservative.

developer, but also demonstrates support from public agencies at all levels, private companies, and a non-profit housing provider.

5. Port Program Components

- A. Throughput:** Passenger and/or freight throughput, storage or processing capacity, including but not limited to, capacity movement (in tonnage, TEU (twenty-foot equivalent unit), barrels, *etc.*) across the dock, storage capacity on the terminal, and gate throughput:

Current throughput: 108,368 finished vehicles (import)⁵

Current storage and processing capacity: 39 acres of public laydown area⁶

Annual Post-project throughput:

- Approx. 15,000 to 30,000 TEU's of short-sea container barge freight annually.⁷
Mid-range is 22,000 TEU's or 11,000 FEU's.
- Approximately 100,000 tons of break-bulk cargo annually
- Approximately 120,000 to 150,000 finished vehicles annually
- Approximately 50 to 100 offshore wind turbines (over 10 years)

Post-project storage and processing capacity: 60 acres of public laydown area including crane loading platforms. The TIGER funding would increase the storage and processing capacity of the Port by 53.8%.

- B. Demand:** Demand for services or demand for capacity (in the case of post-project completion, projections or estimates):

Because of the lack of crane infrastructure at the Port of Davisville, there is no containerized freight moving through the Port of Davisville. All container freight coming into the Rhode Island market comes by truck. According to a research study by the University of Rhode Island's Supply Chain Management Program conducted in May 2009, there is substantial unmet demand for container freight services through the Port of Davisville into the Rhode Island market and surrounding hinterlands. Estimated annual container volume market for the barge service from NY/NJ to Davisville:⁸

- Most likely: 11,100 FEU / year = 22,200 TEU
- Lower Estimate: 7,200 FEU / year = 14,400 TEU
- High Estimate: 15,000 FEU / year = 30,000 TEU

⁵ Quonset Development Corporation, 2009.

⁶ Quonset Development Corporation, 2009.

⁷ Utilizing the Port of Davisville for Containerized Freight Shipment, University of Rhode Island, College of Business Administration, May 2009. See Exhibit 3.

⁸ URI, 2009.

A letter of support from Columbia Coastal is a testament to the viability of short sea shipping and the Marine Highway concept.

C. Efficiency: Efficiency (*e.g.* time savings, including vessel turnaround, gate and dwell times, and/or cost savings):

Currently, the largest shipper in the Quonset Business Park is Ocean State Job Lot (OSJL), which handles approximately 2000 FEUs annually.⁹ OSJL operates a 600,000 square foot distribution center which services over 90 retail stores throughout New England and New York State. The current supply chain practices route most of the international cargo through the Port of New York & New Jersey. The loaded containers are wheeled in New Jersey and driven to a container depot in Worcester, MA. OSJL uses its own trucks to drive to Worcester. With TIGER funding, the QDC could construct terminal and crane infrastructure to handle these containers in Rhode Island and eliminating the 4 trucking round trips between New York and Worcester, and Worcester and OSJL. This is merely an example of the substantial efficiencies that would be gained by routing Rhode Island cargo into the Port of Davisville. The URI study indicates that the following savings could be generating system wide.

Estimated Total Transportation Cost Savings to Customers:¹⁰

- Most likely: \$1,500,000 / year
- Lower Estimate: \$700,000 / year
- High Estimate: \$2,300,000 / year

D. Reliability: Reliability and/or resiliency, including but not limited to, ability of the facility or system to recover from natural or man-made disasters and provide necessary services: Both piers at the Port of Davisville were built to withstand severe weather, particularly Northeaster storms which are frequent in New England. The facility has not sustained any significant damage due to weather. Narragansett Bay rarely freezes over, and the last significant freeze was in 1973.

E. Resiliency: National security or National interest aspects of items (a) through (d) above including but not limited to movement of Department of Defense assets and strategic location; The Port is located on Narragansett Bay, midway between the City of Providence and the City of Newport. Tank ships and tank barges that call on Providence will be diverted to Davisville in the event the channel to Providence is closed. Likewise, naval vessels that call on the US Naval Station at Newport and cruise ships that use Newport Harbor will be diverted to Davisville in an emergency.

⁹ PIERS.

¹⁰ URI, 2009.

Davisville has been designated by the US Coast Guard as a Port of Refuge due to its geographic location and isolation from urban areas. The Port of Davisville is identified as the primary location for maritime salvage operations by the US Coast Guard and the RI Emergency Management Agency. Under the federal and state plan, debris removed from Narragansett Bay will be collected at the Port of Davisville and then transported by truck and rail to a waste management facility.

- F. National security:** The projects contribute to national security in a number of ways. The wind energy industry is a step toward reduced reliance on Middle Eastern oil. The Security and Emergency Operations Center will be available to use in responding to any manmade disasters in region. Although not a direct beneficiary of the projects requested in this application, General Dynamics Electric Boat has a major submarine manufacturing facility at Quonset.
- G. External factors:** External factors that may influence or limit items (a) through (e) above (channel or berth maintenance or deepening and other navigation issues, road, rail or waterway factors that could represent bottlenecks and backups, *etc.*).
- Controlling depth at the Port of Davisville is minus 29 feet, and has not required deepening or maintenance dredging since its construction. The QDC is seeking non-federal funds to dredge the channel to minus 35 feet. However, all estimated expansion of throughput can occur at minus 29 feet without dredging.
 - The main limiting factor at the Port of Davisville is the lack of crane infrastructure. Without a crane, the short sea shipping service will not be viable.

6. Conclusion

In conclusion, the QDC appreciates the opportunity to apply for these funds. The multi-modal aspect of the program (and our application) is dynamic and exciting. We believe that the QWEST project meets both the spirit of the program and the letter of the Federal Register regulations and application requirements. Our economic benefit projections are conservative and realistic. We hope the evaluators look beyond what is quantifiable to realize that we are on the cusp of a new age in power generation.

We are cognizant that this program will be highly competitive and that our request is not an insignificant percentage of available funding. The QDC is open to partial funding of this application at the discretion of the USDOT, but will point out again that the dual purpose projects (for Wind Energy and Surface Transportation are the crane platforms, crane, and Terminals 4 and 5) would be our highest priority. The multiple small projects included in our request also have independent utility and would be candidates for partial funding as well.

ATTACHMENT H MILESTONE/DELIVERABLE SCHEDULE

THE FOLLOWING SCHEDULE BEGINS AT TIME OF RECEIPT OF SIGNED GRANT.

Task	Time to Complete
Award	November 1, 2010
Bid/Contractor Negotiation	November-December 2010
Rail Spur Bldg 318 Construction begins	December 2010
Bid/Purchase Mobile Harbor Crane	January 2011
Winter Shutdown for Piers 1&2	January-March 2011
Piers 1&2 Construction begins	April-May 2011
Port Roads Rehabilitation Bid/Contract Negotiation	March-April 2011
Crane Platform Construction	April-October 2011
Road Projects Construction begins	May-October 2011
Terminal 4/5 Improvements & Paving Construction begins	May 2011-January 2012
Installation of Mobile Harbor Crane	February 2012
Completion of Construction	February 2012