

MARAD TIGER GRANT #4

**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**

**Tri-City Regional Port District (TCRPD)
Madison County, Illinois**

Period of Performance: August 23, 2010 – February 17, 2012

Grant Number: DTMA1G10005

**Appropriation Data:
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\$6,000,000.00**

TABLE OF CONTENTS

Grant	
Section 1	Legislative Authority.....pg. 3
Section 2	General Terms and Conditions.....pg. 4
Section 3	Applicable Federal Laws and Regulations.....pg. 7
Section 4	Grantee and Project Conditions.....pg. 9
Section 5	Reimbursement of Project Costs.....pg. 11
Section 6	Reporting.....pg. 13
Section 7	Special Grant Requirements.....pg. 16
Section 8	Assurances.....pg. 16
Section 9	Termination, Modification and Expiration.....pg. 16
Section 10	Award and Execution of Agreement.....pg. 18
Attachments	
Attachment A	Statement of Work.....pg. 19
Attachment B	Grant Assurancespg. 21
	1. Title VI Civil Rights Act of 1964.....pg. 21
	2. Disclosure of Lobbying Activities.....pg. 24
	3. Drug-Free Workplace.....pg. 25
	4. Debarment, Suspension, and Other Responsibility Matters.....pg. 27
	5. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.....pg. 30
	6. Grant Assurances Specific to TIGER Discretionary Grant Program..... pg. 32
Attachment C	Recovery Act Requirements and Contract Clauses.....pg. 37
Attachment D	Monthly Project Progress Reports: Format and Content.....pg. 43
Attachment E	Project Budget.....pg. 48
Attachment F	Project Schedule.....pg. 50
Attachment G	Technical Application.....pg. 51
Attachment H	Milestone/Deliverable Schedule.....pg. 52
Attachment I	Tri-City Performance Measures.....pg. 53

**GRANT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION,
MARITIME ADMINISTRATION AND SOUTHWESTERN ILLINOIS
REGIONAL INTERMODAL FREIGHT TRANSPORTATION HUB TRI-CITY
REGIONAL PORT DISTRICT, 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 Southwestern Illinois Regional Intermodal Freight Transportation Hub Tri-City Regional Port District (TCRPD), 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 Six Million Dollars to be administered by the Maritime Administration (MARAD), to assist in the Grantee’s efforts to 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 \$6,000,000, 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. The performance measurement table has been included. (See Attachment I).

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: Southwestern Illinois Regional Intermodal Freight Transportation Hub Tri-City Regional Port District, Madison County, Illinois, 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:
068549203.

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. Dennis Wilmsmeyer
Executive Director
Tri-City Regional Port District
1635 West First Street
Granite City, IL 62040
618-452-8439
dwilmsmeyer@tricityport.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: August 20, 2010

2) Project Schedule:

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

Planned Project Completion Date: December 31, 2011

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 \$6,000,000 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:	\$6,000,000.00
Federal Other Share (if any):	\$0.00
State Share (if any):	\$0.00
Local Share (if any):	\$72,080.00
Other Share (if any):	\$0.00
Total Project Cost:	\$6,072,080.00

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: maradinvoices@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). All reimbursement requests to the Government shall include sufficient documentation to justify reimbursement of the Grantee, including invoices and proof of payment of an invoice.

- 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 November 23, 2010 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 November 23, 2010 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 90 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 20 day of August, 2010.

KDR Krepp
Signature of Government's Authorized Representative
for DT Matsuda
Title Maritime Administrator

EXECUTION BY GRANTEE

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

Executed this 20th day of AUGUST, 2010.

Grantee TRI-CITY REGIONAL PORT DISTRICT

(SEAL)

[Signature]
Signature of Grantee's Designated Official Representative

EXECUTIVE DIRECTOR
Title

ATTACHMENT A

STATEMENT OF WORK

The project is composed of the construction of 9,600 ft. of heavy section rail track, ballast, timbers, cross ties, turn-outs and switches, excavation and grading to accommodate up to three tracks, overhead and underground utility relocation/protections, drainage improvements, traffic control/protection and construction of ten new relief wells necessary prior to harbor construction.

The South Rail Loop will facilitate unit train and other rail traffic in and out of the River's Edge development and link the pending River's Edge South Harbor with six Class I North American Railroads and serve Abengoa's ethanol plant as well as anticipated future, on-site development. The purpose of the ten relief wells which are required by the US Army Corps of Engineers as a condition of harbor construction are to increase the factor of safety necessary due to the underseepage along the levee system which will be impacted by the new south Harbor Excavation.

Design and specifications of the South Rail Loop Project, including relief wells, is complete. All project components are ready to be advertised for competitive bidding. Construction duration of relief wells and rail construction is estimated at 180 days. The entire project completion is therefore expected to be completed no later than December 31, 2011. Four contracts are expected to be awarded to complete the project: 1) rail materials purchase; 2) rail track construction; 3) rail gates/protection; and 4) relief well construction.

Final cost estimate for the rail project is \$5.5 million and the relief well construction is estimated at \$500,000.

The entire \$6 million for the proposed work is expected to be TIGER Grant funds.

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

Tri-City Regional Port District (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.

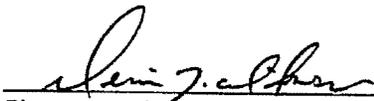
- The Grantee will promptly take any measures necessary to effectuate this agreement. The Grantee further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors 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).

9/8/2010
Date

Tri-City Regional Port District
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

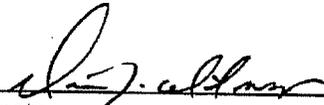
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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

9/8/2010

Date

Executive Director

Title

Tri-City Regional Port District
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**

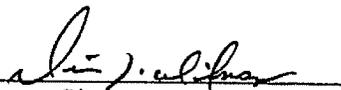
- A. The grant certifies that it will, or will continue, to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying 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

9/8/2010
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:

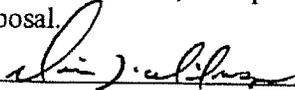
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(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

Executive Director

Title

9/8/2010

Date

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.

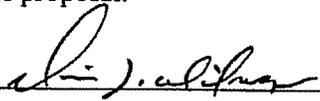
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person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

Executive Director
Title

Grantee-Tri-City Regional Port District
Affiliation

9/8/2010
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.

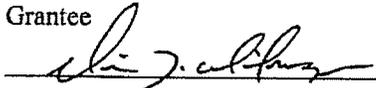
6. Engineering and Design Services. It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project 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.

Tri-City Regional Port District

Grantee



Signature of Authorized Grantee Official

9/8/2010

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 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, grant agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

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.

ATTACHMENT E

PROJECT BUDGET

**Southwestern Illinois Regional Intermodal Freight
Transportation Hub Tri-City Regional Port District
(TCRPD), Madison County, Illinois
PROJECT FUNDING**

Sources and Distribution of Funds

The South Rail Loop Project is supported through TCRPD funded sources in combination of federal, state, and local sources as follows:

TIGER Discretionary Grant	\$6,000,000
Funds from TCRPD	\$ 72,080
Total Cost	\$6,072,080
TIGER Share	98.8%
MARAD Share	0.0%
Local Share	1.2%

UPDATED PROJECT ITEMS & ESTIMATE	
Tri-City Regional Port District South Rail Loop	
ITEM	ESTIMATE
Mobilization and Demobilization	\$10,000
Excavation and Drainage	\$1,230,000
Trackwork	\$2,870,000
Grade Crossing Protection Devices	\$460,000
Subtotal	\$4,570,000
<i>10% Contingency</i>	\$457,000
Subtotal	\$5,027,000
<i>10% Engineering Design & Construction</i>	\$503,000
Total Estimated	\$5,530,000

Construction Cost	
Tri-City Regional Port District South Harbor Relief Wells	
ITEM	ESTIMATE
Mobilization and Demobilization	\$10,000
Test Well Drilling 6" Diameter Hole	\$31,500
Drill 30" Diameter Well Hole	\$122,500
10" Stainless Steel Well Screen 30' in length	\$3,000
10" Stainless Steel Casing	\$42,000
Gravel Pack	\$45,000
Grouting and Concrete Foundation	\$100,000
Well Development	\$36,000
Test Pumping	\$18,000
Well Outlet Check Valve Assembly	\$40,000
Subtotal	\$448,000
<i>10% Contingency</i>	\$44,800
Subtotal	\$492,800
<i>10% Engineering Design & Construction</i>	\$49,280
Total Estimated Construction Cost	\$542,080
Total Estimated Project Cost	\$6,072,080

ATTACHMENT F

PROJECT SCHEDULE

III. PROJECT MILESTONE COMPLETION SCHEDULE

ACTIVITY DESCRIPTION	ESTIMATE	START	FINISH	WORK DAYS	DIRECT JOBS		2009		2010				2011				2012	
					Const.	Admin.	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
SOUTH HARBOR																		
Regulatory Authorization Permits	\$0	07/01/09	12/30/09	131	0	12												
Excavation/Grading	\$6,585,230	05/01/10	04/30/11	260	31	4												
Rip-Rap Bank	\$833,250	06/01/11	09/30/11	88	17	2												
Erosion Control	\$200,000	01/01/10	08/31/11	434	4	2												
Seeding, Fertilizing, Mulching	\$240,000	07/01/11	10/31/11	87	5	2												
Utilities	\$870,362	01/01/10	06/30/11	390	22	7												
Roadway	\$250,000	07/01/11	08/31/11	44	5	2												
Harbor Equipment	\$3,450,000	04/01/11	09/31/11	109	9	0												
Harbor Cells, Dolphins	\$1,700,000	06/01/11	08/31/11	66	9	3												
Environmental Mitigation	\$1,117,810	03/01/10	10/31/11	436	6	2												
Design Engineering	\$300,000	09/01/09	12/30/09	87	0	10												
Construction Engineering	\$400,000	01/01/10	10/31/11	477	0	8												
SOUTH RAIL LOOP																		
Utilities	\$172,000	01/01/10	05/30/10	106	8	0												
Excavation/Grading	\$402,148	05/01/10	08/31/10	87	10	0												
Drainage System	\$136,816	05/01/10	07/31/10	65	4	0												
Trackwork	\$3,682,080	08/01/10	01/31/11	131	14	0												
Traffic Control/Protection	\$364,400	03/01/11	04/30/11	44	5	0												
Design Engineering	\$167,231	09/01/09	12/30/09	87	0	2												
Construction Engineering	\$90,048	01/01/10	04/30/11	346	0	1												

--- Project Completed by February 17, 2012

ATTACHMENT G
TECHNICAL APPLICATION

APPLICATION:

UNITED STATES DEPARTMENT OF TRANSPORTATION
Grants for Transportation Investment Generating Economic Recovery
TIGER Discretionary Grants | American Recovery and Reinvestment Act



Application Prepared by:
Tri-City Regional Port District
September 2009



APPLICATION:

UNITED STATES DEPARTMENT OF TRANSPORTATION

Grants for Transportation Investment Generating Economic Recovery
TIGER Discretionary Grants | American Recovery and Reinvestment Act

PROJECT OVERVIEW

PROJECT TITLE:

SOUTHWESTERN ILLINOIS REGIONAL INTERMODAL FREIGHT TRANSPORTATION HUB
Tri-City Regional Port District, Madison County, Illinois

PROJECT TYPE:

Inland waterway transportation barge port and associated rail facility

PROJECT LOCATION:

State:..... Illinois
City:..... Madison
County:..... Madison
Congressional District:..... 12th

AREA TYPE:

The Project is in an urban area; an Illinois component of the St. Louis Metropolitan Statistical Area serving both urban and rural transportation needs.

GRANT REQUEST:

\$20,789,550

APPLICANT CONTACT INFORMATION

APPLICANT:

Tri-City Regional Port District
ATTN: Robert Wydra, Executive Director
1635 West First Street
Granite City, IL 62040
618-877-8444 and 618-452-3402 FAX
bwydra@tricityport.com

ADDITIONAL APPLICANT INFORMATION:

DUNS Number: 068549203
Central Contract Registration Number: IVHA4

PROJECT REFERENCE WEBSITE:

www.tricityport.com/TIGER

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Executive Summary	4
1. Project Description	5
1.1. Project Features	5
1.2. Project Geospatial Data	5
1.3. Urban and Rural Needs	5
2. Transportation Challenge and Opportunity	5
2.1. Existing Condition	5
2.2. Future Without the Project	6
2.3. Future With the Project	7
3. Project Parties	8
4. Grant Funds, Sources and Uses of Project Funds	8
5. Primary Selection Criteria	9
5.1. Establishment of Long-term Benefits	9
5.1.1. State of Good Repair	9
5.1.2. Economic Competitiveness	11
5.1.3. Livability	12
5.1.4. Sustainability	13
5.1.5. Safety	15
5.2. Job Creation and Economic Stimulus	16
5.2.1. Project Schedule	18
5.2.2. Environmental Approvals	19
5.2.3. Legislative Approvals	19
5.2.4. State and Local Planning	19
5.2.5. Technical Feasibility	20
5.2.6. Financial Feasibility	20
6. Secondary Selection Criteria	21
6.1. Innovation	21
6.2. Partnerships	22
7. Program Specific Criteria	22
8. Benefit Cost Analysis	22
9. Additional Application Information Requirements	23
9.1. Federal Wage Rate	23
9.2. National Environmental Policy Act	23
9.3. Environmentally related Federal, State and Local Actions	23
9.4. Transparency Commitment	24
10. Summary and Conclusions	24
11. List of Figures, Appendices and References	25

APPENDICES

- A. River’s Edge South Harbor Map**
- B. River’s Edge South Rail Loop Map**
- C. Regional and National Transportation Connections Map**
- D. River’s Edge Regional Highways and Environs Map**
- E. Abengoa Bioenergy of Illinois Support Letter**
- F. TCRPD Leaseholders, Operators and Owners Map**
- G. Southwestern Illinois Planning Commission Support Letter**
- H. East-West Gateway Coordinating Council Support Letter**
- I. Environmental Approvals Status List**
- J. Federal Wage Rate Compliance Certification**

EXECUTIVE SUMMARY



Figure 1 – Southwestern Illinois Regional Intermodal Freight Transportation Hub Rendering

The Tri-City Regional Port District (TCRPD) seeks \$20.8 million in TIGER Discretionary Grant funds to match \$2.3 million in TCRPD funds to construct a new harbor and connecting rail lines as shown in **FIGURE 1**. This will create a perfect union between barge, rail and truck at a key Midwestern location in the U.S. multimodal freight delivery system, thus better connecting the Great Lakes to the Gulf of Mexico by barge and relieving congestion at east and west coast ports. The project, when funded, will be of regional and national significance because of its location and the benefits to the nation’s transportation sector, especially Midwest agricultural shippers.

Project implementation will generate \$716 million in new private sector investment, producing 2,466 construction jobs and 837 sustainable jobs in the economically distressed areas of Southwestern Illinois while helping to retain 1,347 current TCRPD jobs and fulfill the Congressional promise to convert the former U.S. Army Charles Melvin Price Support Center from military to civilian use. The project will save industrial and agricultural shippers \$17.9 million each year, thereby facilitating increased competitiveness and expanding export trade of U.S. agricultural products; lessening U.S. dependence on foreign oil by triggering ethanol plant expansion and renewable energy generation; improving transportation safety and lessening highway congestion and air pollution by reducing truck transportation and providing opportunity for small and minority business participation, job creation and significant positive economic impacts on this distressed community on both a short and long-term basis.

Finally, the project which can be completed by January 1, 2012 is close to receiving all necessary Federal and state permits and is a catalyst for benefits that significantly outweigh the costs by providing a net present value of \$1.24 billion in economic benefits for the region and Nation. The TCRPD will monitor this project transparently via its website at www.tricityport.com/TIGER.

1 PROJECT DESCRIPTION

1.1 PROJECT FEATURES. The Tri-City Regional Port District (TCRPD) seeks funding from the Grants for Transportation Investment Generating Economic Recovery funds (TIGER Grant), as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The TCRPD seeks to create a new regional intermodal transportation complex called the Southwestern Illinois Regional Intermodal Freight Transportation Hub (Hub). This project consists of a public harbor on the Mississippi River used for barge loading and unloading of liquid and dry bulk products to an interface with associated rail and truck connections. Preliminary engineering and design have been completed for both the harbor and the rail track. The harbor component will be constructed as an off-channel port which will provide for safe vessel passage and harbor operations with direct access to the inland waterway transportation system. This off-channel port will be set back approximately 400 feet from the riverbank and provide an opening width of approximately 1,600 feet. It will accommodate both inbound and outbound movement of barges. In addition, the associated rail facility includes 7,900 feet of track to serve the new harbor. **Appendix A** presents a harbor facility development plan and **Appendix B** shows a plan view of the rail track component.

1.2 PROJECT GEOSPATIAL DATA. The TCRPD's Hub location is strategically significant because it is the only site in the United States which provides access to a combination of: (a) lock-free navigation on the inland waterway system from below Locks No. 27 to the Gulf of Mexico; (b) six Class I North American railroads (BNSF, CN, CSX, KCS, NS and UP) via the Granite City Rail Corridor; and (c) immediate access to four Interstate highways via I-44, I-55, I-64 and I-70. As shown below in **Figure 2**, the Hub is located in the heart of the continental United States. Specifically, the harbor site and adjacent rail facility are located downstream of U.S. Army Corps of Engineers' Locks No. 27 at approximate Mississippi River mile 183.5 (left descending bank). The harbor and rail facility and their relevant connections to the existing regional and national highway, rail and water transportation infrastructure is shown in **Appendix C**.

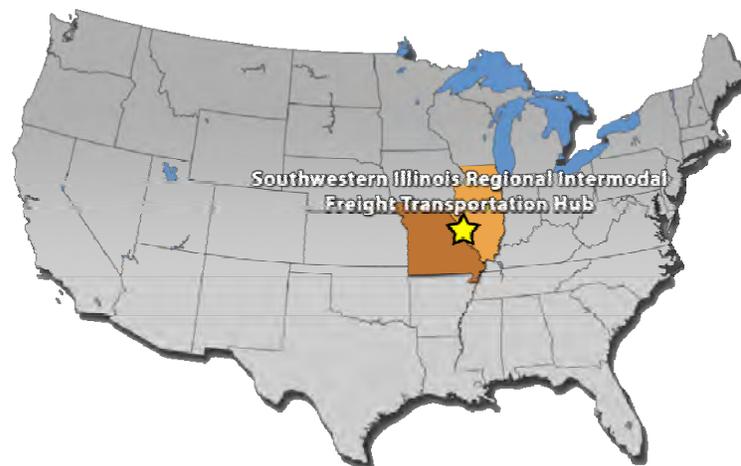


Figure 2 - Project Central Location

1.3 URBAN AND RURAL NEEDS. While the Hub is located in the Metropolitan St. Louis area, it serves both urban and rural Midwestern agricultural and industrial transportation needs and requirements, meeting the TIGER criteria for benefiting both urban and rural areas of the country.

2 TRANSPORTATION CHALLENGE AND OPPORTUNITY

2.1 EXISTING CONDITION. The TCRPD is a special purpose unit of local government which was

created in 1959 by a State of Illinois legislative mandate to enhance the port and intermodal freight transportation system in its territory, facilitate business development and foster job creation. The TCRPD geographical jurisdiction includes a 77 square mile territory in the southwestern portion of Madison County which includes the townships of Venice, Granite City, Nameoki and Chouteau. The TCRPD operations and related facilities are concentrated in a 1,200 acre development called “River’s Edge” which is within the corporate limits of the three Illinois municipalities of Granite City, Madison and Venice. **Reference 1** depicts the projected River’s Edge Land Use Plan and a map showing River’s Edge in relation to the regional highways and environs and is included as **Appendix D**. A complete history of the TCRPD can be obtained through the TCRPD’s 50th Anniversary Commemorative Book listed as **Reference 2**. All references for this application can be found at www.tricityport.com/TIGER.

This legislative mandate has been successfully upheld by the TCRPD for over fifty years. TCRPD’s success can be characterized by its partnerships with private sector river terminal operators; business and industry; and Federal, State and Local governments. The TCRPD is responsible for port facility management and related intermodal transportation and the development and redevelopment of a mixed-use industrial park adjacent to Locks No. 27 on the Mississippi River. Locks No. 27 is a critical juncture on the inland waterways transportation system where the Mississippi River transitions from a system of locks and dams in the north to open river down to the Gulf of Mexico. Currently, river terminal and intermodal facilities handle approximately three million tons of agricultural and industrial products each year by loading or unloading 2,500 barges, 30,000 rail cars and 40,000 trucks. Seventy percent of the annual tonnage is typically outbound agricultural products headed for world markets.

Managing the redevelopment of a former U.S. Army Base, now called River’s Edge, is a major TCRPD mandate as a result of the “Tri-City Regional Port District Conveyance Act of 2000.” The Act authorized the transfer of the 840 acre U.S. Army Charles Melvin Price Support Center (CMPSC) to the TCRPD. After a reassignment of the Army’s property to the Maritime Administration (MARAD) within the U.S. Department of Transportation, MARAD conveyed the property to the TCRPD as a public benefit conveyance for port facility purposes (Public Law 103-160, 46 CFR Part 387). As part of the MARAD transfer, plans for the redevelopment of the CMPSC from military to civilian use was required. Within these plans, the construction of a new Mississippi River harbor to serve the maritime shipping needs of the United States was included and approved. The significance of the project site was evidenced in a 2005 report by the U.S. Army Corps of Engineers with the objective to identify the optimal location for additional public barge harbor facilities in the St. Louis Harbor segment of the Upper Mississippi River system. As a result of this comprehensive analysis of potential sites, the present location of the proposed Hub was identified as the preferred alternative due to the availability of intermodal opportunities and quantity and quality of developable or re-developable land in close proximity to the Hub. In support of this project, the scarcity of public harbor facilities in this region was noted by the Operations Manager for the City of St. Louis Port Authority during the Federal regulatory permit public review period.

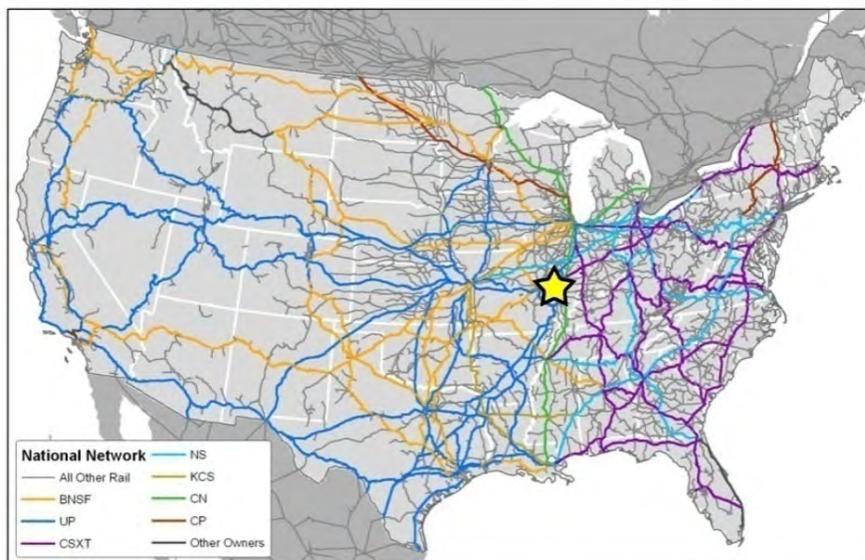
2.2 FUTURE WITHOUT THE PROJECT. As noted in Section 2.1 above, a unique combination of a central location on the inland waterway system, multiple Interstate highways and the access to six Class I North American railroads presents an opportunity for creation of a significant and much needed intermodal hub for the Midwest, as well as, the United States. The Hub is vital to achieving this intermodal transportation mix. Due to the financial magnitude of this project, the potential for its development without funding from the TIGER Grant is tenuous. Substantial short and long-term economic, social and even environmental benefits will not be realized if this project is not implemented and certain transportation costs will not be avoided or minimized. The Hub will provide an opportunity to create the intermodal connections that will permit shipping downstream to the Gulf of Mexico without the need of passage through a lock. Without the Hub, shippers in this hinterland area will have limited public terminal options forcing them to incur additional lockage fees which could place them at an extreme disadvantage in the world export market. Potential economic

developments expected to be stimulated by the Hub will not be initiated. The opportunity to increase and retain jobs in an economically distressed area will be lost and the legislative mandated mission of the TCRPD and CMPSC Base Redevelopment could be put at risk.

2.3 FUTURE WITH THE PROJECT. The Hub creates the perfect union between Midwestern barge, rail and truck transportation systems at one central location in the United States' freight transportation system, thereby providing increased efficiencies and an improved level of service for the Midwestern agricultural/industrial shipper. Expanded and improved intermodal product transfer capacity will provide agricultural and industrial shippers an economical structure that allows the U.S. shippers affiliated with TCRPD to better compete in the global marketplace. Increased efficiency and reduction of freight transportation costs, particularly for U.S. agricultural dry bulk and liquid bulk products, will enhance the U.S. export competitiveness.

The development of the Hub will improve the Midwest connection to the Great Lakes and the Gulf of Mexico and related world grain markets. The Hub will facilitate future development of containers-on-barge movement on the Mississippi River, thus relieving congestion at East and West Coast ports. Project implementation will enable fulfillment of the Congressional promise to turn the CMPSC into a hub of commercial and civilian activity while producing 2,466 construction jobs, 837 new sustainable jobs and \$716 million in community economic impact in the economically-distressed areas of Southwestern Illinois and the retention of 1,347 current jobs now supported by the TCRPD, as shown in **Figure 5** (page 16) and **Reference 15**.

Barge transportation, because of its low cost, creates a competitive cost advantage for U.S. agricultural producers by making U.S. agricultural products achieve prices that compare favorably with products in foreign markets. U.S. agricultural producers can also realize a higher net income per bushel in international trading environments. Each year, \$5 billion of export destined Midwestern grain passes through Locks No. 27 at the TCRPD by barge which contributes positively to the U.S. balance of trade. The Hub will significantly improve transportation efficiency and lower the transportation costs for agricultural export movements due to the effectiveness of its intermodal connection; coupled with the expansive agricultural rail hinterland at this new intermodal location. **Figure 3** illustrates the strategic location of the Hub to the rail system within North America.



Source: Cambridge Systematics, Inc.

Figure 3 - North American Rail System Connection Map

Establishing a new intermodal Hub south of Locks No. 27 at this key location in the U.S. Rail, Waterway and Interstate system will result in transportation cost savings for many shippers over a long period of time. While there are many existing and future potential beneficiaries of the Hub, Abengoa Bioenergy of Illinois, LLC (Abengoa), a current TCRPD tenant, is an example of how this infrastructure investment can immediately benefit the region, as well as, the U.S. Abengoa will utilize a portion of the Hub's capacity upon completion of its \$262 million ethanol plant for outbound ethanol and shipment of dried distillers grain (DDG). Abengoa will employ 62 workers in operation of its ethanol plant and will generate an additional 268 full-time jobs because of the ripple or induced effect of its ethanol manufacturing operations. Abengoa also has indicated it is planning to construct a \$210 million "Renewable Energy Generation Plant" within two years which would create an additional 91 long-time sustainable jobs, if TCRPD constructs the Hub. **Appendix E** provides a copy of a letter from Abengoa expressing support for the Hub by emphasizing the need for this facility and the relationship of this facility to decisions about their continued investment at the TCRPD.

As a result, the TIGER Grant investment in the Hub will generate an immediate, positive and direct contribution to the competitive transportation rate necessary to support \$505 million in ethanol manufacturing and renewable energy generation plants to be completed by Abengoa alone. The ethanol plant, in turn, contributes to lessening U.S. dependence on foreign petroleum. Further, this firm is owned and operated by an organization which has made a commitment to a company-wide reduction of its carbon foot print. More information on Abengoa's environmental commitment can be obtained on their website at www.abengoa.com.

3 PROJECT PARTIES

Support for the Hub is not only exhibited by shippers such as Abengoa, but from many other diverse segments of the public. As mentioned above, a major part of the River's Edge development was transferred to the TCRPD by USDOT through MARAD. Support for the property transfer and the CMPSC Base Redevelopment was then, and remains today, widespread from various segments of the community, region and State. Funding of this TIGER Grant application will implement the river port and rail transportation infrastructure plan recommendation of the USDOT/MARAD required "Redevelopment Plan" and authorizing legislation. **Reference 3** provides the overall redevelopment strategy for River's Edge including public involvement. **Reference 4** illustrates the public involvement organizational structure and **Reference 5** presents letters endorsing the TCRPD as the local redevelopment authority for the former CMPSC Army installation. The Hub proposal reflects the interaction of multiple private and public partnerships to create a true multiple-use, community-wide supported asset.

Southwestern Illinois support for the project has emanated from all levels of government, business, civic groups, community organizations and citizens. Furthermore, the tenants and operators, located within the River's Edge development, are diverse organizations described in more detail within Section 5.1.3 of this application and are all partners in this mixed-use development. The Hub's core funding partners include USDOT, TCRPD, the City of Madison and the River's Edge Tax Increment Financing District, along with a local financial institution and Abengoa. Other project partners include the Southwestern Illinois Construction Trades Council with whom TCRPD has a Project Labor Agreement, the Southwestern Illinois College and its Minority Training Program, the Madison County Housing Authority and the Team Illinois/Venice Project. **Reference 6** provides a copy of the TCRPD Board resolution which adopted the Project Labor Agreement, above, and **Reference 7** includes letters supporting the TCRPD application for the TIGER grant.

4 GRANT FUNDS, SOURCES AND USES OF PROJECT FUNDS

The \$20,789,550 TIGER Grant represents ninety percent of the total estimated project cost. TCRPD will fund

\$2,309,950 (10%) of the total intermodal project cost of \$23,099,500. **Figure 4**, below, presents the Project Cost Estimate. The TCRPD funds will be provided by a TCRPD loan/revenue bond borrowing. The TCRPD’s annual debt service payment will originate from tax revenues contained in the City of Madison’s River’s Edge Tax Increment Financing (TIF) District fund via a TIF development agreement between the TCRPD and the City of Madison. Property tax in the TIF fund is generated by the Abengoa Bioenergy of Illinois’ ethanol plant.

ACTIVITY DESCRIPTION	ESTIMATE
SOUTH HARBOR	
<i>Excavation/Grading</i>	\$6,585,230
<i>Erosion Control</i>	\$1,273,250
<i>Utilities</i>	\$870,362
<i>Roadway</i>	\$250,000
<i>Harbor Equipment</i>	\$3,450,000
<i>Harbor Cells, Dolphins</i>	\$1,700,000
<i>Environmental Mitigation</i>	\$1,117,810
<i>Engineering, Legal, Contingency</i>	\$2,130,842
SOUTH RAIL LOOP	
<i>Utilities</i>	\$172,000
<i>Excavation/Grading</i>	\$402,148
<i>Drainage System</i>	\$136,816
<i>Trackwork</i>	\$3,682,080
<i>Traffic Control/Protection</i>	\$364,400
<i>Engineering, Legal, Contingency</i>	\$964,562
	\$23,099,500

Figure 4 - Project Cost Estimate

5 PRIMARY SELECTION CRITERIA

5.1 ESTABLISHMENT OF LONG-TERM BENEFITS. The Hub will contribute significantly to near-term economic recovery and job creation, long-term economic benefits for the Nation and region, and will provide jobs for those most affected by the current economic downturn. Significant long-term, positive outcomes flowing to the Nation and region due to the implementation of the Hub are described below in terms of State of Good Repair, Economic Competitiveness, Livability, Sustainability and Safety.

5.1.1 STATE OF GOOD REPAIR. The construction of the Hub will remove a major impediment to transportation efficiency on the Mississippi River by creating the nation’s northernmost ice-free port south of the U.S. system of locks on the River. Its central U.S. location will allow U.S. shippers to compete more effectively in the world market for agricultural and other products, and drastically reduce TCRPD’s life-cycle costs. The impact on the system-wide transportation infrastructure will be the creation of significant regional and national benefits, described below.

TCRPD’s current north harbor infrastructure was created as part of the U.S. Army Corps of Engineers’ Chain-of-Rocks Canal project in 1946, the largest public civil works project of its day. This infrastructure has served the TCRPD and the public well for more than fifty years. However, while advanced in its time, a current hindrance to the economic expansion of the TCRPD mission is that the north harbor has outgrown its potential in today’s

highly competitive domestic and global market for a number of the bulk products which the TCRPD handles. Its present location north of Locks No. 27 adds operating time to industry which can be measured as additional operating costs totaling over \$65 million dollars in recent years.

TCRPD recognized that to continue its mission of regional economic development of business and job creation, it would need to expand its river terminal operation into more efficient and competitive locations. For more than 20 years, the TCRPD has partnered with various entities to study the concept of creating a new intermodal port facility within the St. Louis Harbor. Through one of its studies with the U.S. Army Corps of Engineers beginning in 1964 and reevaluated in 1986 and finalized in 2005, it was determined that expansion of intermodal port facilities were needed and that the best location was south of Locks No. 27 on the former CMPSC. **Reference 8** contains the final study by the U.S. Army Corps of Engineers. Upon conveyance of the CMPSC property to TCRPD, the TCRPD was able to initiate the development of the proposed Hub. Since 2002, the TCRPD has expended \$57,444,414 for physical plant improvements in conversion of the CMPSC property from military use to civilian use. The TCRPD has made preliminary arrangements to borrow \$2,309,905 in additional funding to be utilized with \$20.8 million in TIGER funding to construct the final major feature of the CMPSC Base Redevelopment – a new intermodal transportation hub serving Midwest and other shippers and consumers.

The Hub will address a number of significant transportation challenges and area needs. The Terminal Railroad Association of St. Louis (TRRA) has agreed to establish a connection between six Class I North American Railroads and the U.S. Inland Waterway System at the Hub's location. A letter of support from the TRRA is included in **Reference 7**. The Hub's disparate modes – barge, rail and truck – will be united at one intermodal freight connection point providing U.S. shippers a significant opportunity for efficient, high-speed intermodal freight transfer of dry bulk, liquid bulk commodities and general cargo in a cost-effective, safe and less congested freight environment.

The Hub will promote U.S. economic growth both regionally and globally. Its location, south of Locks No. 27, on the nation's largest navigable waterway, the Mississippi River, will allow for unimpeded movement of freight with an unrestricted tow capacity limit. Shippers will be more apt to use the inland river system to transport their bulk goods to world export markets, at reduced rates and in an environmentally superior manner. In addition, shippers will be able to gain access to this ideal location on the Mississippi River near the confluence of the Mississippi, Illinois and Missouri Rivers by using any of the six Class I North American Railroads (BNSF, CN, CXS, KCS, NS,UP) that serve this site. This perfect harmony of intermodal access will allow American farmers and industry to reach the global market and receive imports necessary for their operations in an efficient and economically competitive manner.

The construction of the Hub will have direct and immediate beneficial impacts upon the economy of the Bi-State St. Louis metropolitan region. With the construction of the Hub, TCRPD facilities will finally be able to address global market demand for agricultural export, as well as, the domestic need for intermodal shipment of renewable fuels. For example, such consolidation would allow other industries that TCRPD serves, such as U.S. Steel, to expand its facilities. U.S. Steel shares half of the TCRPD north public wharf with TCRPD's general cargo dock operation; this sharing creates significant operational inefficiencies. The Hub will permit the relocation of TCRPD's public general cargo dock to the Hub facility location. This action would permit the full use of the existing dock by U.S. Steel allowing the company to expand its riverside operations in support of its 2,000 strong workforce steel mill. In addition to streamlining the U.S. Steel dock in the north harbor, Abengoa will be able to export its renewable energy products and bi-products in a more economic manner (i.e. through the use of supertanker barges) at the Hub which will help foster additional investment and facility expansion within the TCRPD industrial and renewable energy campus.

In all, funding the construction of this intermodal Hub at this pivotal junction on the Mississippi River will increase the economic opportunities of the United States in the global market, as well as cultivate a transportation infrastructure that provides significant environmental benefits and life-cycle costs. These benefits are discussed in the Benefit Cost Analysis summary in Section 8, below.

5.1.2 ECONOMIC COMPETITIVENESS. The Hub's construction, by TIGER grant funding, will contribute to the medium-to-long-term economic competitiveness of the U.S. by increasing shipments of ethanol from the Midwest to East and Gulf Coast refineries and consumers, thus reducing the cost of agricultural exports, creating high-quality jobs in this economically distressed region and moving freight more expeditiously between Midwest agricultural growers and domestic distributors.

The TCRPD has over 50 years experience in managing and operating public intermodal freight facilities in the Port of Metropolitan St. Louis. The TCRPD has used this long-term, real-world operational experience and knowledge of dry and liquid bulk commodity movements and general cargo markets to forecast tonnage anticipated at the proposed Hub location.

In summary, the TCRPD projects that additional annual tonnage to be moved at the new Hub between years two (2) through ten (10) will be 3,955,100 tons per year transported by 39,551 rail cars and 2,636 barges. This tonnage will be primarily outbound.

Inbound barge traffic is expected at the new Hub a few years later to average 790 barges per year between years five (5) through ten (10) which, when combined with the outbound barge traffic, noted above, will result in a total of 3,426 barges loaded or unloaded annually during this forecast period. This additional inbound barge traffic will increase total annual tonnage thruput by 1,185,000 tons per year. Tonnage projections are discussed in more detail in [Reference 9](#).

The TCRPD's existing public barge transfer facilities are along the bank of the Chain of Rocks Canal, adjacent to and immediately north of Locks No. 27 in the northern portion of the River's Edge development. Barge shipping rates north of Locks No. 27 are greater than barge shipping rates south of Locks No. 27. According to organizations like Inland River Port and Terminals, American Waterways Operators and the National Waterways Conference, the cost of shipping by barge north of Lock No. 27 is expected to continue to increase over rates south of Locks No. 27. The TCRPD's north harbor barge rate cost differential now averages \$1.50 per ton more. The TCRPD handles approximately 2,500 barges a year. At 1,500 tons per barge average capacity, the recently increased cost to the shipper is \$2,250 per barge (\$1.50 per ton X 1,500 tons). The total annual barge rate cost increase to the TCRPD shippers north of Locks No. 27 therefore averages \$5,625,000 more each year (2,500 barges X \$2,250 per barge). Because of this rate disparity, barge shipping rate costs are projected to be \$56,250,000 less at the Hub location over the next ten years. This significant reduction in shipping costs provides overwhelming justification to construct the new \$23 million Hub.

If proposed lockage fees, as shown in [Reference 10](#), are enacted, shippers will incur even further costs to intermodal transfer business north of Locks No. 27. Based upon the TCRPD's projection of 3,426 barges per year to be handled at the Hub, if the fee increases by \$90.00 per barge, shippers will save an additional \$308,340 per year or \$3,083,400 over the 10 year projection time period by using the Hub south of Locks No. 27. The Hub will create the most northerly rail/river location south of the U.S. Mississippi lock system. The new Hub will allow the TCRPD to better balance traffic and costs between its existing public facilities north of Locks #27 and help retain the viability of current trans-loading operations and jobs at that location via its internal rail track infrastructure.

Rail service shipping costs will be reduced to the shipper on a long-term basis because of the rail service

component of the new Hub. The TCRPD projects that 39,551 rail cars will serve the Hub on an annual basis beginning within the next five years. If this projected rail traffic and tonnage had to be re-routed to the TCRPD's north harbor location (served exclusively by Norfolk Southern), a conservative extra rail switching cost, averaging no less than \$300 per rail car, would be subject to charge by the north harbor rail service provider. This per rail car switching fee add-on is passed on to the agricultural/industrial shipper. It is estimated that \$11,865,300 annually in extra rail switching fees (39,551 rail cars X \$300 per car), or \$118,653,000 over a ten-year period, will be saved in shipping costs at the Hub.

Combining average barge rate cost increases per year and rail car switching costs per year between the TCRPD's north harbor and the Hub location, future industrial and agricultural shippers at TCRPD's public facilities would potentially pay a total of \$17,900,300 more per year, or \$174,903,000 more over a ten-year period at the north harbor versus the Hub. These direct Hub shipping rate savings are in addition to time savings; other high-speed state-of-the-art equipment; other service efficiencies that will be available at the Hub, including unit train service capacity and the additional savings estimated at \$10,000 per unit train, that unit train rates bring to shippers.

5.1.3 LIVABILITY. The goal of River's Edge has been to develop a Port that supports a livable environment and community. Additional TIGER grant funds will enhance the existing livable projects, described below.

Livability at the TCRPD's River's Edge development is defined as the creation and maintenance of a sustainable environment for the community; a healthier human and natural environment; an active engagement of TCRPD tenants and neighbors; and cultivation of an equitable society. Manifestation of these TCRPD development goals and strategies is evidenced by the CMPSC Redevelopment Plan and its subsequent, dynamic implementation. The construction of the new Hub will facilitate and expand these goals.

Detailed plans for the conversion of the former U.S. Army Base to civilian uses were developed via a comprehensive community development process with participation by Federal, State, Regional and Local organizations; civic groups; governmental officials; and the private sector and individual citizens. The resulting Redevelopment Plan's summary, "Creating River's Edge" is located at [Reference 3](#). The Plan not only includes strategies and actions to deliver intermodal freight transportation benefits to enhance modal connectivity and to reduce freight congestion, but also includes goals and objectives to create an overall livable development and to accommodate community-wide objectives as an asset to the entire Southwestern Illinois region. The Hub, as a component of the River's Edge Redevelopment Plan, is consistent with the St. Louis Metropolitan Area Transportation Land Use Plan, the Madison County Development Plan, the Development Plan for the Cities of Madison and Granite City, and the State of Illinois Rail Freight Plan. Letters of support from these and other organizations are presented at [Reference 7](#).

The TCRPD's River's Edge development is a mixed-use environment containing military family housing, a business campus, recreational facilities, tennis courts, auditorium, meeting rooms, well-landscaped streets with ornamental street lighting, a warehouse complex, industrial park, intermodal freight transportation facilities, rail and roads. Additional walking/biking paths and other recreational opportunities will be created as part of a new Intergovernmental Agreement with Madison County Transit is shown in [Reference 11](#). There are discussions underway to enhance local bus service so that the impacts of additional workers on the nearby community can be reduced through the use of public transportation. Livability within the Redevelopment Plan context includes creation and maintenance of a sustainable economic engine for the community. Creation and retention of good, high-paying jobs is thus a primary livability goal.

The following list contains examples of the TCRPD's livability initiatives and enhancements involving a wide array of community partners which create "livable balance" in its River's Edge development to benefit the entire

community:

- Construction of YMCA fitness center, swimming pool and child care center;
- Management of 300 U.S. Military family members living on River's Edge housing;
- Creation and management of a 15 company "Small Business Incubator;"
- Use of auditorium to temporarily house a local African-American Church for a year while new permanent facility was located after a fire;
- Operation on River's Edge of an industrial trades, minority training program in partnership with local community college (SWIC);
- Construction and operation by Coordinated Youth & Human Services, an at-risk youth services school building (K-12);
- Two mixed martial arts instruction and training facilities;
- Construction of a new 100,000 sq. ft. facility for operation as a "Shelter Care Workshop" for mentally and physically challenged citizens;
- Construction of ARCH Helicopter's emergency services facility to serve Metropolitan Area; and
- Creation of River's Edge Bike Trail partnership with Madison County transit's component of National Trail System

The construction of the Hub will significantly help the TCRPD maintain its commitment to a livable environment at River's Edge and in the surrounding environs of Madison County and Southwestern Illinois.

5.1.4 SUSTAINABILITY. The Hub will promote a more environmentally sustainable transportation system. Its principal contribution comes through recognition that waterborne transportation offers multiple benefits which safeguard the environment and move freight more efficiently. Transportation of cargo on the Nation's inland waterways, facilitated by the Hub, supports energy efficiency improvements by a reduction in greenhouse gas emissions, use of clean or alternative sources of energy, movement of goods by more energy efficient means and avoidance of adverse environmental impacts. Additionally, the development of the South Harbor facilitates and supports additional sustainable economic development through environmentally sound land redevelopment and reuse and the production of biofuels as well as innovations that contribute to the sustainability of the transportation sector. Substantial additional harbor capacity for other agricultural and industrial shippers will be available and will provide needed public harbor facilities. This strategically located harbor in the Nation's heartland will connect to 12,000 miles of commercially navigable waterways encompassing 38 states and gateway ports on the Gulf Coast which facilitates imports and exports.

A report, entitled "A Model Comparison of Domestic Freight Transportation Effects on the General Public" prepared by the Center for Ports and Waterways, Texas Transportation Institute in December 2007, and amended in March 2009, documents the advantages of water transportation and a direct link between barge transportation and sustainability. Highlights of this report are summarized below.

Fewer emissions, including particulate matter, hydrocarbons, carbon monoxide and nitrogen oxides are generated by waterway transport. Combined emissions in grams per ton mile show 0.46907 for inland barge transportation compared to 0.65423 for rail and 0.732 for truck.

Water transportation efficiency results in lower energy consumption compared to other modes of freight movement. The tonnage capacity of barges compared to other modes is the key. A typical single barge can transport 1,750 tons of dry bulk compared to a rail car (110 tons) and tractor-trailer (25 tons). For rail or truck to transport 1,750 tons of dry bulk would require 16 rail cars or 70 trucks. A single barge can transport 27,500 barrels of liquid; by comparison, this same 27,500 barrels would require 46 rail cars or 144 trucks. Energy consumption by waterway transportation is the most efficient mode. By waterborne transportation, one gallon

of fuel can move one ton of cargo 576 miles whereby this same ton-mile per gallon metric is only 413 miles for rail and 155 miles for truck. (Analysis of these comparisons is addressed in the Benefit Cost Analysis in Section 8, below.)

Immediate access to a port on the Mississippi River downstream of the most southerly lock on the U.S. Inland Waterway System was a key component in Abengoa's selection of the River's Edge development for one of its newest facilities. Abengoa produces and markets ethanol; the most produced biofuel in the world. It is emerging as an alternative to reduce transportation sector environmental impacts and oil imports. The Hub will enable the cost efficient and environmentally advantageous movement of ethanol and its production bi-products such as Dried Distillers Grains (DDG), to the domestic and global market. The Abengoa plant will be energy efficient and the company is dedicated to finding alternatives to corn as the primary feedstock.

The environmental advantages of waterway transportation also corresponds with one of the Port's tenant's major corporate goals which is to reduce its overall carbon footprint by reducing all emissions associated with their products. All of Abengoa's 5000 plus world-wide suppliers are committed to providing their greenhouse gas impact associated with producing their supplies, and Abengoa is committed to using vendors who continue to reduce their impact on the environment. As noted above, barge transportation emissions result in a lesser environmental impact compared to rail and truck. Therefore, the Hub will be a significant component in reducing overall emissions.

Abengoa is a development partner in the conversion of River's Edge from military to civilian use. Sustainability is adopted as one of Abengoa's essential management tools. The stated goal is to achieve the kind of development that will meet current needs without endangering the capacity of future generations to fulfill theirs. Abengoa's corporate attitude toward sustainability is reflected in the following statement by Abengoa's CEO and included in the firm's 2008 Annual Report: *"Abengoa Bioenergy continues working for the replacement of the current energy model of the transport sector for a sustainable model, by investing significantly in its strategic program for the development and innovation of ethanol development technologies and power generation and bioproducts from renewable raw materials, which do not compete with the food chain."* The full report can be seen as [Reference 12](#).

Abengoa has already received, in 2008, a \$76 million grant from the U.S. Department of Energy for development, construction and operation of the first American commercial plant for production of ethanol from cellulosic biomass in the State of Kansas. Abengoa will transfer the technology of their Kansas plant operation to the design and operation of a cellulosic plant at the TCRPD. Other examples of sustainability include production of clean, renewable biodiesel, ensuring DDG's (a co-product from ethanol) are nutritional and safe as animal feed, process plant use of cogeneration units to make them self sufficient in terms of electricity and a reduction in technologies associated with the raw materials necessary for biofuels, the production of ethanol from cellulose and the development of new co-products. The TCRPD's partnership with Abengoa represents its commitment to have environmentally aware companies within its development.

Redevelopment of the TCRPD's River's Edge property avoids disturbance of another undeveloped site in the Mississippi River corridor. Using this particular site enhances the overall redevelopment of the former military installation from military to civilian use and avoids a potential "greenfield" location for a similar mixed-use development including commercial and industrial uses requiring access to the inland waterway transportation system.

In compliance with the Clean Water Act, implementation of the harbor segment of the Hub will result in the creation of at least 58 acres of forested and emergent wetlands as well as approximately 1,600 lineal feet of stream bank mitigation. This anticipated mitigation will provide approximately three times the wetland acreage affected by the project and contain more environmentally valuable plant species. The harbor site is Federal

property under long term lease from the Federal government through the U.S. Army Corps of Engineers. The TCRPD pays market rent for the use of this real property. As such, the TCRPD will transfer ownership of the mitigation property to the U.S. Army Corps of Engineers after a prescribed monitoring period designed to ensure the success of the property as a viable mitigation area. This transfer will enable the mitigation property to be designated and managed as Federal public land, providing a significant contribution to both regional and national open space assets.

5.1.5 SAFETY. Safety, security and effective communications are of paramount significance in all day-to-day TCRPD operations. The Hub has four major safety/security features: (a) increasing the number of barge movements over less safe transportation modes; (b) design and operation of an exceptionally safe harbor operation at this key juncture of the U.S. Inland Waterway System; (c) increased safety and security at one of the most vulnerable transportation features in the U.S. (Locks No. 27); and (d) maintaining TCRPD's excellent safety record during the construction of the new Harbor and rail track.

TCRPD has a longstanding record of abiding by industry standard safety rules in order to protect the health, safety and welfare of the public. Its maintenance supervisor and engineer are OSHA certified and their staff attends monthly safety training sessions to ensure that their daily duties are conducted in a safe manner. During the construction phase of the proposed Harbor, all contractors and personnel will be required to follow OSHA safety standards, as well as, all applicable USCG protocols. In addition, TCRPD operators have their own rigorous safety and security protocols which they follow on a daily basis.

Waterway transportation is extremely safe compared to other modes. Injuries and fatalities are significantly less when water transportation is compared to rail or truck. For every single water transportation injury, there are 125.2 and 2,171.5 injuries in the rail and truck sectors, respectively. Fatalities show 22.7 for rail and 155 for truck for each fatality in the marine sector. Avoiding spills in the transportation of hazardous materials protects communities and the environment. Waterway transportation has a lower spill rate than rail or truck. Based on gallons per million ton miles, the rates are 3.6 for barges, 3.86 for rail and 6.06 for truck. These significant statistics are included as **Reference 13**.

Safety is a driving element of the Hub's Harbor Operations Plan which is described in more detail as **Reference 14**. Design features of the new harbor ensure efficiency and safety. Sufficient space will be available to maneuver all inbound and outbound barges within the overall harbor limits thereby eliminating any need to work barges outside the harbor or infringe upon the navigation channel. As a result, operations within this harbor will not impede navigation or create any safety concerns for passing vessels. Multiple backup methods to secure barges during loading/unloading have been designed because of the need to ensure safety of the passing barges at this key location.

Due to the wave drawdown effect from passing tows, it is necessary to ensure that all barges in the harbor are adequately secured to prevent inadvertent release into the main navigation channel. Four elements will be employed: a pull cable system; a breasting system; barge tie-offs; and an auxiliary harbor work boat.

In addition to acting as a fourth line of safety protection to secure the barges within the harbor, the work boat will be on call 24/7 for local first responders in the event of a waterborne emergency. The work boat will be equipped with various environmental clean-up devices, firefighting devices and emergency medical devices which could assist in their duties. The TCRPD feels that commissioning this work boat at the upper end of the St. Louis Harbor will benefit the local river community by offering additional response capabilities.

A "Facility Security Plan" (FSP) was developed for the TCRPD in consultation with the U.S. Army Corps of Engineers, the U.S. Coast Guard and other regional and local responders. As the last lock, southbound on the

U.S. Inland Waterway System, the location of Locks No. 27 has been a concern because of its potential vulnerability to closure resulting from a terrorist act and the impact to the U.S. shipping industry. The Hub is in close proximity to Locks No. 27 making the safety and security concerns paramount to the overall FSP of the Hub. The TCRPD has implemented various security plan phases including cameras and a rail car reader and includes a current proposal to add three CCTV cameras to monitor vessels approaching the Hub and southern entrance to Locks No. 27 through separate funds by the U.S. Department of Homeland Security.

Recognizing the Hub’s location, communications between the Hub’s operator and passing vessels will be maintained continuously. To supplement customary and required communications between mariners, a system using visual and sound technology is being designed and developed in conjunction with the overall security system for the TCRPD complex. This new system will allow harbor operators to visually monitor vessels exiting Locks No. 27 as well as up-bound vessels preparing to pass the harbor entrance. Therefore, Hub operators will have sufficient awareness of vessels approaching the harbor and can ensure all activities are secure within the harbor limits. In addition, the concept may include sound and/or lights within the harbor as further warning devices to be funded by the TCRPD.

5.2 JOB CREATION AND ECONOMIC STIMULUS. The Hub will rapidly create 1,319 construction jobs at the TCRPD and lead to the creation of 510 long-term sustainable jobs and facilitate an investment of \$505 million by private companies/tenants prior to the end of calendar year 2012. TCRPD is committed to providing ample opportunity for small and minority businesses to participate in the Hub from the surrounding severely economically depressed area.

Additional job creation and economic impact over and above the initial construction impact is expected to be triggered by construction of two follow-up projects: (1) a cellulosic ethanol plant by Abengoa and (2) the TCRPD’s plans for construction of a container terminal in 2013. These additional improvements are estimated at \$210 million; an investment that will generate an additional 1,147 construction jobs and 327 long term sustainable jobs and provide further business and job opportunity in the surrounding economically depressed community. Both the construction (2009-2012) and near term job creation (2013-2014) and investment impacts are identified on **Figure 5**.

ACTIVITY DESCRIPTION	PROJECT COST ESTIMATE	CONSTRUCTION JOBS	TIMING	ON SITE PERMANENT JOBS	TIMING	INDUCED JOBS	TIMING
"TIGER HUB" Harbor/South Rail Loop	\$23,000,000	192	2009-2011				
Abengoa Ethanol Plant	\$262,000,000		2009	62	12/30/2009	268	2010
TCRPD Terminals	\$10,000,000	132	2010-2011	60	2011	29	2012
AbengoaRenewable Energy Generation Plant	\$210,000,000	995	2011	40	2012	51	2012
SUBTOTAL	\$505,000,000	1319		162		348	
Abenoga Cellulosic Ethanol Plant	\$200,000,000	995	2012-2013	45	2013	195	2013
Phase II Container Terminal	\$11,000,000	152	2013	75	2013	12	2013
GRAND TOTAL	\$716,000,000	2466		282		555	

Figure 5 - Project Stimulus and Employment Impact

Combined construction and near-term investment triggered by the TIGER grant project are \$716 million, 2,466 construction jobs, and 837 permanent long-term sustainable jobs. These figures are based on an impact assessment, entitled the "Impact Analysis for PLANing Model (IMPLAN)," prepared by the RSN Economic Group and available at **Reference 15**. These calculations are also included in the Benefit Cost Analysis in Section 8, below and at **Reference 22**.

The construction of the Hub and its associated facilities will be completed by the end of calendar year 2012. An estimated 192 construction workers will be employed initially. The first 22 construction workers will be employed in the first quarter of calendar year 2010 if project funding is made available before the end of 2009. Hub construction work will employ various crafts and skilled workers, including laborers, truck drivers, heavy equipment operators, oilers, pipe fitters, carpenters, millwright steel workers, engineers and technicians.

Jobs expected to be created at Abengoa’s new ethanol manufacturing plant, proposed renewable energy generation plant and proposed cellulosic ethanol plant will include good paying jobs averaging \$49,000 annual salary plus 33% in benefits. Typical positions include lab technicians, plant engineers, inventory clerks, laborers, material handlers, warehouse coordinators/operators, managers, supervisors and assistants.

Projected TCRPD dry and liquid bulk terminal jobs and container terminal expansion would likewise average above \$40,000 annually plus 30% in benefits and would include rail engineers, truck drivers, equipment operators, shift supervisors, safety personnel, laborers, mechanics and managers.

The development of the Hub will play a major role in contributing to the future economic viability of the TCRPD. Since acquiring the former CMPSC in June 2002 and because of the TCRPD’s community-wide partnering efforts, 88 new businesses and/or service organizations have constructed facilities or have begun operations at the TCRPD’s River’s Edge development. A list of the TCRPD Leases and Operators is included as **Appendix F**. Preserving, protecting and expanding these recent business successes will result from the TIGER grant by providing the TCRPD with the budgetary and financial capability to maintain and expand its operations in a balanced and competitive manner both north and south of Locks No. 27.

The economic impact analysis, referenced above, calculated that the TCRPD is currently supporting 1,347 jobs in Madison County because of its operation; generating \$200 million in annual impact, \$6.6 million in labor compensation and over \$10 million in state and local taxes. Construction of the project will help the TCRPD balance its overall terminal loading and unloading operations, revenues and costs both north and south of Locks No. 27; help retain competitive rates in comparison to river terminals south of the U.S. locks and dam system; and retain and expand the job basis and positive economic impacts upon the adjoining community. The project will expand and keep the TCRPD’s economic engine viable and competitive providing increased employment opportunities for the surrounding “distressed” community via traditional and tailored pro-active outreach partnering efforts. **Figure 6** provides updated information to characterize the distressed nature of this area based on **Reference 16**.

Factors	Original as of May 2008			Updated through April 2009		
	U.S. National Average	State of Illinois	Area of Study	U.S. National Average	State of Illinois	Area of Study
Poverty Rate	9.20%	7.80%	13.18%	13.30%	12.10%	18.50%
Per Capita Income	\$21,587	\$23,104	\$15,957	\$26,178	\$27,511	\$18,561
Education Level	24.40%	26.10%	8.30%	27.20%	29.00%	8.10%
Unemployment Rate	5.16%	5.63%	8.31%	9.00%	9.40%	10.45%

Identical information on the St. Louis Metropolitan Area (Illinois Part) was unavailable at all of the same data levels as the other comparative regions for the update time period.

Figure 6 - Updated Distressed Area Factors Matrix

The importance of the TCRPD's positive economic impact in the region to generate new businesses and new jobs is amplified because of the pervasive, long-term structural poverty of the severely economically-distressed community surrounding the TCRPD's 1,200 acre River's Edge development. **Figure 7** presents a map showing distressed areas which will benefit from the project. TCRPD's River's Edge development provides the most significant economic engine and opportunity on the local economic landscape. The six townships adjacent to and surrounding River's Edge development are composed of long-term and chronically economically distressed communities. **Appendix G** is a letter from the Southwestern Illinois Planning Commission which confirms that the Hub project is consistent with the current economic development plan for the region and complies with Section 301 of the Public Works and Economic Development Act of 1965.

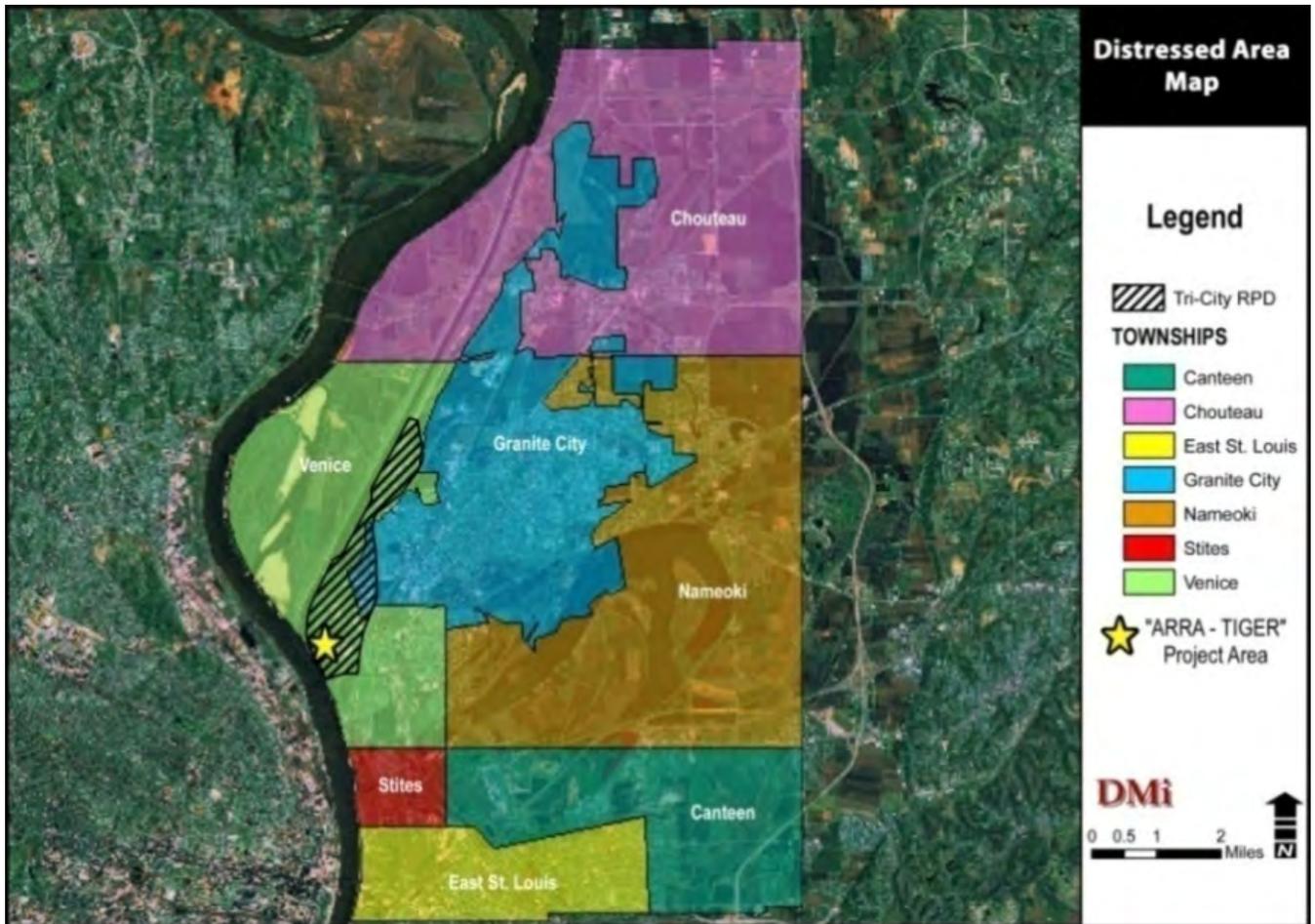


Figure 7 - Distressed Area Map

5.2.1 PROJECT SCHEDULE.

The TCRPD project is prepared to move forward rapidly. Significant project planning, engineering and design milestones have been reached; these include, but are not limited to:

- Preliminary planning and engineering studies are complete;
- Issuance of approvals from various agencies are expected by the end of calendar year 2009;
- The State of Illinois, Department of Commerce and Economic Opportunity supports the project;

The Madison County Community Development has approved the project; and The City of Madison, Illinois has initiated the development permits.

In addition, the East-West Gateway Council of Governments has granted its support for this project. This letter of support is included in **Appendix H**.

Figure 8, shown below, indicates current status of the Hub project with construction ready to commence by January 2010.

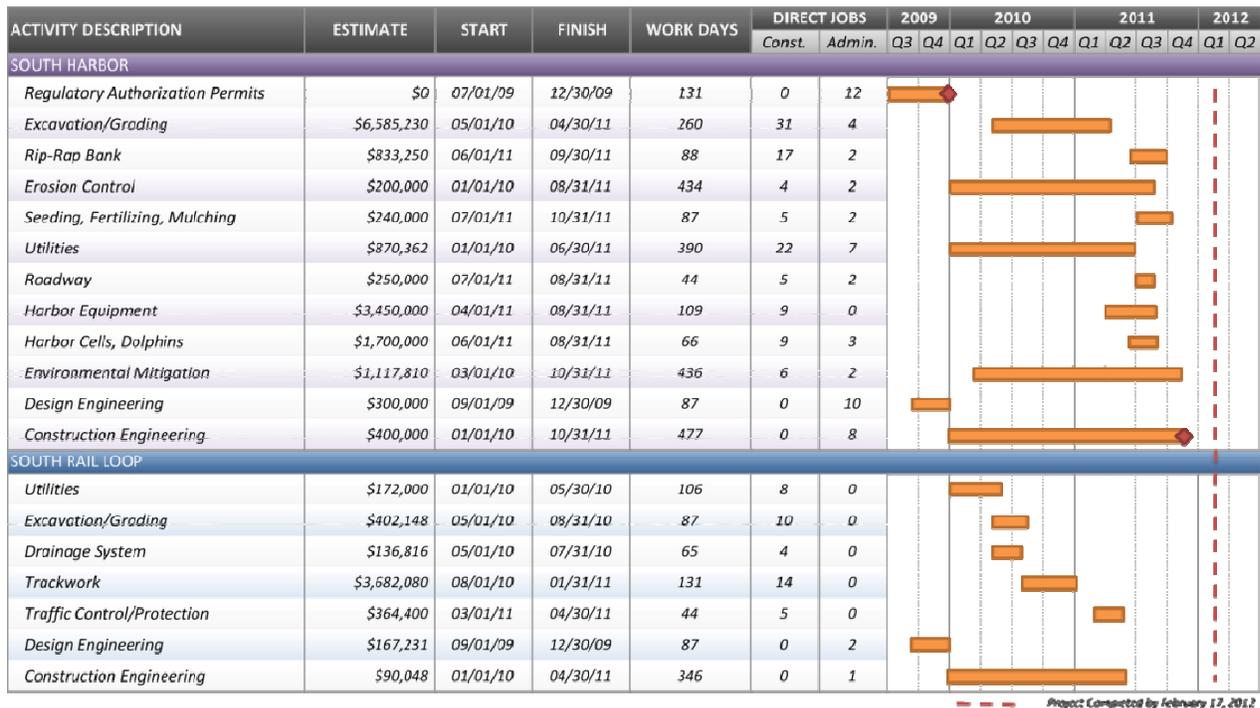


Figure 8 - Project Schedule

TCRPD has completed the preliminary design and specifications for the Hub. Upon notification of funding, bidding documents will be prepared and the project will be publicly bid and awarded within 90 days. There are no known or expected technical or construction issues involved with the project which would impede its timely completion as required by the ARRA and TIGER Grant guidelines.

5.2.2 ENVIRONMENTAL APPROVALS. Environmental approvals are anticipated to be in place prior to December 31, 2009. A listing of the status of Environmental Approvals is in **Appendix I**. Additional environmental review documentation is included at www.tricityport.com/TIGER as follows: (a) letters of support submitted during the regulatory permit public review process (**Reference 17**) and (b) the joint Federal and State regulatory permit application (**Reference 18**). No special environmental concerns or problems have surfaced or are expected.

5.2.3 LEGISLATIVE APPROVALS. No State or Local legislative actions or approvals are required prior to project implementation. However, as shown in **Reference 5**, **Reference 7** and **Reference 17**, the TCRPD has received numerous letters of support from both Local, State and Federal legislators for the Hub project.

5.2.4 STATE AND LOCAL PLANNING. The project is consistent with Local, State and Regional land use and transportation plans; in particular, the Hub project aligns with the Illinois Department of Transportation,

Bureau of Railroads; "Rail Improvement Program" as shown in [Reference 19](#).

As stated previously, the TCRPD has their preliminary financing agreements in place with the City of Madison by utilizing the Tax Increment Financing District for Hub project matching funds. In addition, the Preliminary Harbor Operations plan, included as [Reference 14](#), indicates that the TCRPD will be commissioning an auxiliary workboat within the Hub harbor which will be on duty to ensure safe operations, as well as, to be on call for local first responders in the event of a waterborne emergency.

5.2.5 TECHNICAL FEASIBILITY. Preliminary financing agreements for the local funding share are in place and there are no technical feasibility issues which would delay or negatively impact construction. Shanta Engineering and Juneau Associates, Inc. have done the preliminary plans for the design of the project. Harbor excavation will remove and relocate 760,678 cubic yards of material creating a 3:1 bank slope which will be stabilized by 29,578 sq. yards of rip-rap. Two 35 ft. by 200 ft. captive dock barges will be purchased as work platforms placed within the harbor and attached to one 30 ft. diameter, centrally-located sheet pile cell to be constructed along with two additional 19 ft. diameter cells positioned one on each end of the two dock barges. Barges, when loading or unloading, will be properly secured by pull-cables, barge tie-offs; and a winching and breasting system. Four tripod dolphins will be placed along the downstream in-harbor bank for holding loaded or empty barges. An auxiliary workboat will be purchased and kept within the harbor to ensure safe operations. As presented earlier, [Appendix A](#), a harbor engineering drawing, depicts each of these project features. Wetlands mitigation and utility adjustments related to harbor construction are also included in the project. Construction of the rail components will consist of 7,900 track feet with excavation and grading that could eventually support the expansion of two additional siding tracks, utility adjustments, and drainage and traffic control/protection. Previously presented [Appendix B](#) provides a rail alignment plan.

5.2.6 FINANCIAL FEASIBILITY. The TCRPD has a 50 year history and reputation of successful public sector economic development and has demonstrated its ability to implement and execute major projects within available budgetary limitations for publicly and privately financed projects.

The TCRPD has a grants and financial management team. Three staff members on this project will have the lead responsibility. Two of these members, Mr. Robert Wydra, Executive Director, and Mr. Thomas Wobbe, Special Projects Director, have a combined 80 years of experience in this field. An extensive listing of professional assignments is presented as [Reference 20](#). Both have served in "Director" positions of regional organizations that have managed tens of millions of dollars in governmental loans and grants. In addition, Mrs. Linda Tanksley, TCRPD Financial Manager, has overseen the financial administration of thirteen TCRPD grants during the past ten years. This core team is supplemented by the TCRPD engineers, legal counsel and other technical and financial administrative staff along with outside engineering, financial and auditing expertise as needed.

The TCRPD has been successful in business development, intermodal transportation capacity expansion and job creation in spite of significant revenue generating limitations; the TCRPD receives no local property tax funding, no sales tax revenues, no motor fuels tax revenue, no hotel/motel tax revenue, no water or sewer fees or other special assessments. The TCRPD's revenues are generated from river dock thruput fees or land and/or warehouse and office space rentals and competitive loans or grants

In 2000, the TCRPD's budgeted annual revenue and appropriation was \$2,333,289. At that time, the TCRPD undertook the task of redevelopment of the former CMPSC without any additional source of revenue to plan for and finance the conversion of the 840 acre property from military to civilian uses. Today, the TCRPD has net assets of \$76.8 million. In the seven years since the transfer of the ownership of the CMPSC to the TCRPD, 88 businesses have been brought to the community. At the same time, military housing has been maintained. A list and map of the leases and operators attracted to the River's Edge Development since 2002 is shown in

Appendix F. In addition, **Reference 21** includes information on the TCRPD’s “BBB” Fitch Rating Analysis. The TCRPD is committed to maintaining its military tenants and to serving the needs of the military.

The TCRPD’s FY2010 Preliminary Budget is \$14,302,098. As of May 1, 2009, the TCRPD has \$7,941,559 in surplus funds, of which \$2,401,496 is restricted. The TCRPD’s long-term debt is \$3,810,705. FY2010 annual debt payments are \$673,598.

6 SECONDARY SELECTION CRITERIA

6.1 INNOVATION. The primary innovative feature of the proposed Hub is the creation of a new intermodal Hub which combines barge and truck transportation modes with six North American Class I railroads at one central location in the United States for the first time. Thus, creating greater transportation efficiencies and well-paying jobs. The Project will also use various means of technology as described below and will benefit from its creative partnerships with Abengoa to promote jobs in this economically distressed area.

There are several innovative aspects of the Hub which TCRPD is implementing to address national security of a public port, as well as, increasing the safety of a national navigable waterway. The TCRPD will be installing several CCTV security cameras via a separate U.S. Department of Homeland Security program in order to monitor traffic flow around the new intermodal facility. Camera feeds will be made available to local law enforcement departments for use in national or regional emergencies and provide archival capabilities. Traffic conditions will be monitored by facility personnel in order to ensure that new harbor operations are conducted in a manner that optimizes safety and does not impede daily use of the navigable channel.

In addition, the TCRPD has partnered with both Abengoa and the Granite City Regional Wastewater Treatment Plant (WWTP) to study the potential for re-using the wastewater effluent within the ethanol production process. The WWTP has approximately 13MGD worth of effluent which could be further treated in a manner which Abengoa can use in lieu of potable water. This would lessen the impact of the ethanol plants’ resource needs for its operations by converting a currently wasted resource into a renewable resource.

For over ten years, Abengoa has been committed to a growth strategy focused on international leadership in developing innovative new technologies which support sustainability by the following:

- Generating energy from renewable sources such as solar power, wind power, biomass-based cogeneration and tidal power;
- Recycling industrial waste and water production and management;
- Creating infrastructures that prevent new investments in assets that generate emissions;
- Creating information systems that aid in ensuring more efficient management of existing infrastructures; and
- Establishing new horizons for development and innovation.

Abengoa has pioneered the development of a greenhouse gas emission measurement system to measure direct and indirect emissions from its activities as well as emissions derived from products and services acquired from third parties. In this regard, Abengoa has signed agreements with about 5,000 companies during 2008 alone requiring suppliers to provide details about their emissions and commit to establishing an emissions measurement system.

During the environmental review of the Hub project, it was determined (through completion of the Environmental Assessment and in consultation with the Illinois Department of Natural Resources (IDNR)) that a

state endangered species known as the Western Sand Darter (*Ammocrypta clara*) inhabits the Mississippi River in the vicinity of the Hub. As a result, it was necessary to find means to avoid impacts to the species. This will be accomplished in two innovative ways. First, the Storm Water Pollution Prevention Plan is formulated to minimize any runoff during construction and, second, all excavation into the river bank line will be designed to occur during the non-spawning period for this species. This approach has been endorsed to the IDNR by an expert ichthyologist from Southern Illinois University at Carbondale.

6.2 PARTNERSHIPS. The Hub has the support of the State of Illinois and the region as well as the leadership of the local business community and non-profit organizations as evidenced in the Project Parties section and the various letters of support previously referenced.

7 PROGRAM SPECIFIC CRITERIA

The Hub is a port infrastructure investment combined with necessary rail track facilities. As such, this application has provided specific, detailed information regarding the existing condition and post-project completion long term outcomes and benefits. This analysis has included a description of freight thruput, demand for capacity, efficiencies, reliability, national security and other factors such as the road/rail/waterway interface at this unique location on the Upper Mississippi River system.

In addition to the previous information presented in the TIGER grant application, other important institutional and location factors contribute to the significance of the Hub project and its potential for success as a catalyst for both regional and National economic development. These include the TCRPD's 50 plus year track record of positive impact on the region; specific state enabling legislation directed toward economic development and job creation; and judicious enactment of TCRPD ordinances designed to provide organizational leadership.

The strategic location of the Hub project is critical to this proposed transportation infrastructure project. Situated near the confluence of the major river systems, including the Mississippi, Illinois and Missouri Rivers, and in close proximity to the confluence of the Ohio and Mississippi Rivers, this central Midwestern location offers significant water transportation advantages. These include being the most northern transshipment point that is ice free year around, the capability to handle barge loading and unloading upstream and downstream of the system of locks and the intermodal connections to serve both urban and rural shippers.

8 BENEFIT COST ANALYSIS

The project benefits significantly outweigh the costs, returning a net present value over a 7 year period (2 years construction plus 5 years operation) at \$1.24 billion; 53.8 times the \$23-million cost of the project. The strong benefit-to-cost ratio is primarily due to the following:

- The project enables the carrying of a very large amount of freight on trains and barges that otherwise would have been carried on trucks, which would cause increases in fuel consumption, emissions, accidents, injuries and fatalities;

- The creation of new short-term construction jobs and long-term sustainable jobs, many in economically distressed areas, as well as, significant contracts to small/disadvantaged, minority/women-owned and veteran-owned businesses;

- Increased tax revenues in economically distressed areas;

- Safer freight transport operations resulting in fewer accidents, injuries and fatalities;

- A significant reduction in the cost of freight transport for shippers including the transport of ethanol and the attendant reduction in foreign oil dependency; and

Increased amount of Federal public wetlands with attendant wildlife proliferation.

A summary of the Benefit Cost Analysis (BCA) results is shown in the following table (all values are converted to net present value):

COST/BENEFIT ID	BENEFIT	COST
NON-RECURRING (2-YEAR CONSTRUCTION PERIOD)		
<i>State of Good Repair</i>	\$436.9 million	(\$408.5 million)
<i>Economic Competitiveness</i>	\$1.1 million	(\$0.4 million)
<i>Livability</i>	\$81.3 million	(\$0.01 million)
<i>Sustainability</i>	\$0.6 million	(\$0.4 million)
<i>Safety</i>	\$3.1 million	(\$2.1 million)
Non-Recurring Totals	\$523 million	(\$411 million)
Non-Recurring Net Present Value Result	\$112 million	
RECURRING (5-YEAR SPAN AFTER CONSTRUCTION)		
<i>State of Good Repair</i>	\$12.9 million	(\$1.29 million)
<i>Economic Competitiveness</i>	\$118.7 million	\$0
<i>Livability</i>	\$157.2 million	(\$0.02 million)
<i>Sustainability</i>	\$9.3 million	(\$4.47 million)
<i>Safety</i>	\$1.26 billion	(\$424.4 million)
Recurring Totals	\$1.56 billion	(\$430 million)
Recurring Net Present Value Result	\$1.13 billion	
OVERALL NET PRESENT VALUE, NON-RECURRING & RECURRING	\$1.24 billion	

Figure 9 - Benefit Cost Analysis Summary Table

The long-term benefits of the Project significantly outweigh the costs because of the creation of new, sustainable jobs, the use of innovative designs and facilities, the creation of a livable Port, the reduction of greenhouse gases, and improvements for water transportation along the Mississippi River. The benefits of the five essential long-term outcomes far outweigh the \$20 million cost of this grant. **Reference 22** provides a compilation of data evaluated in the Benefit Cost Analysis.

9 ADDITIONAL APPLICATION INFORMATION REQUIREMENTS

9.1 FEDERAL WAGE RATE REQUIREMENT. **Appendix J** provides the TCRPD compliance certification as required by the American Recovery and Reinvestment Act of 2009.

9.2 NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENT. As presented previously in the Project Schedule, Section 5.2.1 and Environmental Approvals, Section 5.2.2, completion of the National Environmental Policy Act (NEPA) process is anticipated by the end of the fourth quarter, 2009. A finding of no significant impact is expected.

9.3 ENVIRONMENTALLY RELATED FEDERAL, STATE AND LOCAL ACTIONS. **Appendix I** presents a summary of the project related permits, clearances and compliances that are required prior to

construction. In addition, the Joint Regulatory Permit Application for the Hub as submitted by the TCRPD to the U.S. Army Corps of Engineers on December 11, 2008 is included as **Reference 18** and the subsequent “Response to Comments” is provided as **Reference 23**.

9.4 TRANSPARENCY COMMITMENT. To meet the American Recovery and Reinvestment Act guidelines, the TCRPD will utilize its website, www.tricityport.com/TIGER, as a portal to publish all documentation and information related to both the grant application process and construction process of its Hub project.

10 SUMMARY AND CONCLUSIONS

In conclusion, the Tri-City Regional Port District (TCRPD) has developed a comprehensive application consistent with the criteria of the TIGER Discretionary Grant program for building an intermodal transportation project of regional and National significance. The Hub project also fulfills the TCRPD commitment to develop the former U.S. Army Charles Melvin Price Support Center into an economic engine of growth, livability and sustainability for the Southwestern region of Illinois.

By utilizing \$20,789,550 in grant funds, the TCRPD will be able to generate the following benefits for its region:

- Generate over \$716 million in new private sector investment;
- Save industrial and agricultural shippers \$17.9 million each year;
- Produce 2,466 construction jobs and 837 sustainable jobs in the economically distressed areas of Southwestern Illinois and help retain the existing 1,347 TCRPD supported jobs;
- Fulfill the Congressional promise to convert the former CMPSC military base from military to civilian use;
- Reduce the environmental impact on the shipping industry by reducing truck emissions and increase the overall transportation safety within the St. Louis Metropolitan area; and
- Create at least 58 acres of higher functioning forested and emergent wetlands and approximately 1,600 lineal feet of stream bank mitigation.

With the many benefits of the TCRPD Hub project, the most significant benefit is the projects ability to provide a responsible return on the public’s investment. With the award of the \$20,789,550 for the Hub project, the TCRPD will be able to multiply the total project cost by 53.8 times achieving a net present value of \$1.24 billion in economic benefits for its region.

11 LIST OF FIGURES, APPENDICES AND REFERENCES

Number

Title

List of Figures

1	Southwestern Illinois Regional Intermodal Freight Transportation Hub Rendering
2	Project Central Location
3	North American Rail System Connection Map
4	Project Cost Estimate
5	Project Stimulus and Employment Impact
6	Updated Distressed Area Factors Matrix
7	Distressed Area Map
8	Project Schedule
9	Benefit Cost Analysis Summary Table

List of Appendices

A.	River's Edge South Harbor Map
B.	River's Edge South Rail Loop Map
C.	Regional and National Transportation Connections Map
D.	River's Edge Regional Highways and Environs Map
E.	Abengoa Bioenergy of Illinois Support Letter
F.	TCRPD Leaseholders, Operators and Owners Map
G.	Southwestern Illinois Planning Commission Support Letter
H.	East West Gateway Coordinating Council Support Letter
I.	Environmental Approvals Status List
J.	Federal Wage Rate Compliance Certification

List of References

<http://www.tricityport.com/tiger>

1	River's Edge Land Use Plan
2	TCRPD 50 th Anniversary Commemorative Book
3	"Creating River's Edge – Developing the Charles Melvin Price Support Center"
4	CMPSA Redevelopment Organization Chart
5	Letters of Endorsement for CMPSA Redevelopment
6	Adoption of Labor Agreement - TCRPD Resolution
7	Letters of Support for TIGER Project
8	U.S. Army Corps of Engineers General Reevaluation Report for St. Louis Harbor
9	South Rail Loop Tonnage Projections
10	Waterways Conference News Alert – Proposed Lockage Fees
11	Intergovernmental Agreement with Madison County Transit for Bike Trail
12	Abengoa Bioenergy 2008 Annual Report
13	National Waterways Foundation – Working For America Brochure
14	Preliminary Harbor Operations Plan
15	RSN Economic Impact Study (Amended 2009)
16	Economic Distressed Community Study
17	Letters of Support for South Harbor Regulatory Permit Application
18	River's Edge South Harbor Regulatory Permit Application
19	IDOT Rail Improvement Program
20	Grant Management Staff Experience Summary
21	TCRPD Fitch Ratings Outlook
22	Benefit Cost Analysis Data
23	TCRPD Regulatory Permit Response to Comments

(Questions pertaining to this application can be directed to TIGER@tricityport.com)

APPENDIX A

River's Edge South Harbor Map

Project Description. Planned as a public, commercial, inland navigation harbor, the project will include construction of an off-channel harbor, barge loading and unloading facilities, barge mooring facilities and access roads. This project will be implemented in two phases.

Phase 1 will include all required excavation; fill placement riverside and landside of the levee; backline rock stabilization; installation of two 35 foot x 200 foot captive dock barges secured by one center sheet pile cell (30 foot diameter) and two additional sheet pile cells (19 foot diameter) using one on each end of the two dock barges; four (4) tri-pod dolphins placed along the downstream in-harbor angle; installation of a bi-directional conveyor to transfer product between barges and trucks or rail; mooring devices designed to safely secure barges in the harbor; and the initial phase access road. In addition, as a precedent to Phase 2, a general cargo dock fill placement is included in the Phase 1 construction.

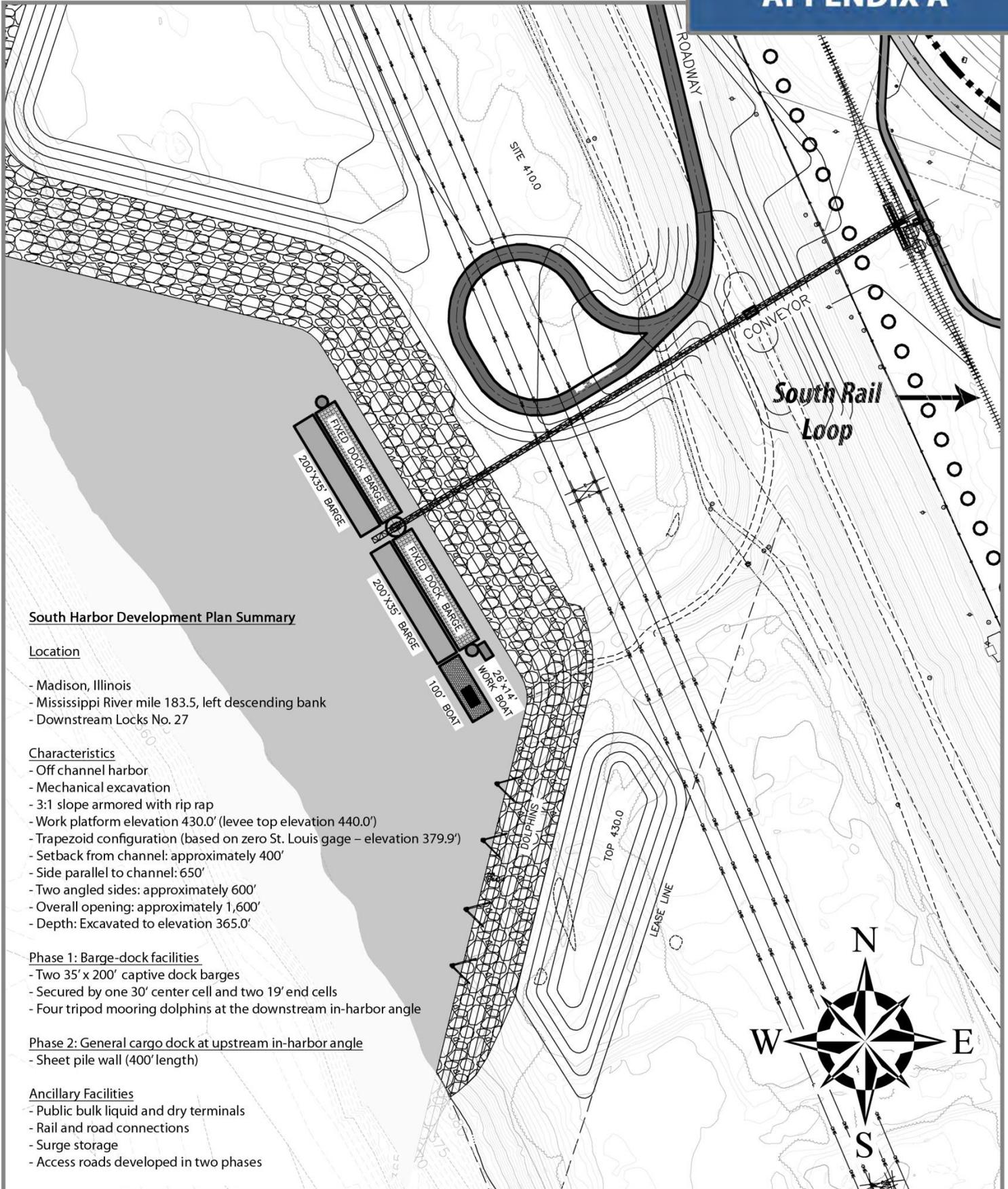
Phase 2 includes a 400 foot long sheet pile wall designed to function as a general cargo dock and an additional access road to support this phase. Future market conditions will influence implementation of the second phase. The cost of Phase 2 is not included within the Phase 1 cost estimate.

The harbor will serve as a fully operational public terminal for both liquid and dry bulk products. Transfer of products to and from barge will be supported by a public receiving station directly associated with rail and road connections and surge storage. Initially, liquid products such as ethanol, biodiesel and other compatible products will be transferred as well as dry bulk commodities including dry distiller's grain and solubles (DDGS).

Inbound and Outbound Vessel Movement. Characteristics of the proposed harbor, including its location, configuration and related design features will combine to ensure both efficiency and safety. Sufficient space will be available to maneuver all inbound and outbound barges within the overall harbor limits, thereby eliminating any need to work barges outside the harbor or infringe upon the navigation channel. As a result, operations within this harbor will not impede navigation or create any safety concerns for passing vessels.

Typical harbor operations will use the following procedures:

- a. One (1) liquid or dry bulk transient barge will be loaded/unloaded most of the time.
- b. Additional standby transient barges will be positioned and secured at the four downstream in-harbor angle tri-pod dolphins.
- c. As required, harbor tugs will be available for shifting and spotting barges. In addition, harbor tugs will be dedicated to each liquid barge initially.
- d. An auxiliary work boat will also be available in the harbor to ensure safe operations. The primary purpose of this vessel is to provide additional capability, as needed, to secure and manage barges in the harbor or for emergencies.



South Harbor Development Plan Summary

Location

- Madison, Illinois
- Mississippi River mile 183.5, left descending bank
- Downstream Locks No. 27

Characteristics

- Off channel harbor
- Mechanical excavation
- 3:1 slope armored with rip rap
- Work platform elevation 430.0' (levee top elevation 440.0')
- Trapezoid configuration (based on zero St. Louis gage – elevation 379.9')
- Setback from channel: approximately 400'
- Side parallel to channel: 650'
- Two angled sides: approximately 600'
- Overall opening: approximately 1,600'
- Depth: Excavated to elevation 365.0'

Phase 1: Barge-dock facilities

- Two 35' x 200' captive dock barges
- Secured by one 30' center cell and two 19' end cells
- Four tripod mooring dolphins at the downstream in-harbor angle

Phase 2: General cargo dock at upstream in-harbor angle

- Sheet pile wall (400' length)

Ancillary Facilities

- Public bulk liquid and dry terminals
- Rail and road connections
- Surge storage
- Access roads developed in two phases

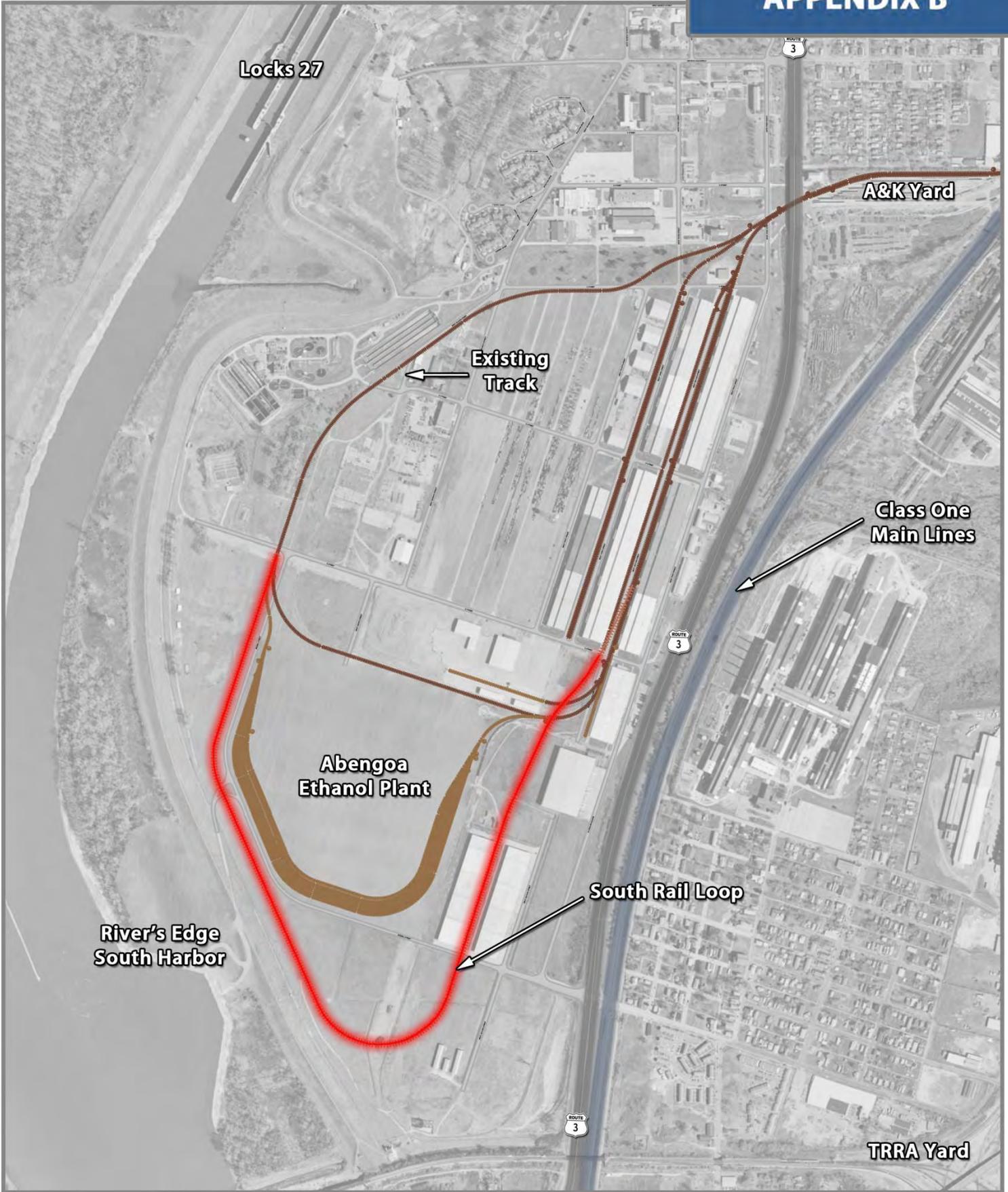
APPENDIX B

River's Edge South Rail Loop Map

Project Description. This project is the linkage between the River's Edge South Harbor and the six Class I North American Railroads. Together, these facilities will create the unique regional and national significant intermodal connection supported by four centrally located Interstate highways. The South Rail Loop will facilitate unit train movements in and out of the River's Edge development complex for shippers and serve on-site industrial facilities, including the Abengoa Bioenergy ethanol plant.

Development Plan Summary.

- 7,900 feet of heavy section rail
- Excavation and grading to accommodate up to three tracks
- Utility relocations/protection
- Drainage improvements
- Traffic control and protection



River's Edge South Rail Loop Layout

WATERWAY ACCESS

- Mississippi River
- Missouri River
- Illinois River



RAILWAY ACCESS

- Burlington Northern and Santa Fe
- CSX Transportation
- Canadian National
- Kansas City Southern
- Norfolk Southern
- Union Pacific



HIGHWAY ACCESS

- Interstate 44
- Interstate 55
- Interstate 64
- Interstate 70



Abengoa Bioenergy of Indiana, LLC
16150 Main Circle Dr., Suite 300
Chesterfield, MO 63017, USA
Tel (636) 728-0508
Fax (636) 728-1148

ABENGOA BIOENERGY
ABENGOA BIOENERGY OF ILLINOIS

April 24, 2009

Robert Wydra
Executive Director
Tri-City Regional Port District
1635 West First Street
Granite City, IL 62040

RE: Abengoa Bioenergy of Illinois Future Plans

Dear Mr. Wydra:

It was good meeting with you last week to discuss potential opportunities between the Tri City Port and Abengoa Bioenergy. As we discussed, Abengoa Bioenergy is considering future investment at one or two of its existing major ethanol plant facilities. Abengoa Bioenergy has three possible sites for this potential investment; at Ravenna, NE, at Mt. Vernon, IN, and at the Tri City Port in Madison, IL.

We are in the development phase for this investment. Over the next two years we will be evaluating all aspects of the project. This analysis includes tax benefits, permitting, and community support, as well as optimal logistics considerations. The Tri City Port's South Harbor Project, including the associated rail investment, is of critical importance to our potential project. As we have previously communicated, Abengoa Bioenergy fully supports the South Harbor Project. We truly believe the South Harbor Project is a critical part of our go-forward decision for further investment at our Madison, IL facility.

Thanks again for your support for our potential project.

Sincerely,

Salvador Martos Barrionuevo
Executive Vice President
Abengoa Bioenergy

cc: Craig Kramer

1959 - 2001

- Apex Oil Company
- Owns Corning/Trumbull
- Lewis & Clark Marine
- Bulk Service Company
- U.S. Steel Granite City Works
- Midcoast Terminal Company
- Granite City Terminals
- Siemens
- Robinson Steel Company
- Robinson Cargill
- Sprint PCS
- Daimler Chrysler Corporation
- Conoco/Phillips Company



2002 - 2009

- | | |
|---|---|
| <ul style="list-style-type: none"> - GCS Federal Credit Union - Jaros Technologies - Madison County Employment - Coordinated Youth & Human Services - Foster Townsend Rail Logistics - Landlord Tenant Services - Arnette Patern Company, Inc. - Stock Transport, Inc. - TransCanada Keystone Pipeline - New Opportunities, Inc. - Safety Training & Technical Services - U.S. Army Reserve - M&K Chemical Engineering - IL Manufacturing Extension Center - Mattingly Lumber - Abengoa Bioenergy of Illinois - Foreign Trade Zone #31 - St. Louis Screw & Bolt - Davinroy Mechanical - Delivery Network - U.S. Navy/Naval Aviation - Bucol & Associates - Innovative Educational Concepts - Blessing Basket - Advanced Records Management - Fairfield Processing - Gateway Energy & SunCoke - Gateway Fluid Power - YMCA Tri-City Area - Total Metal Recycling - U.S. Coast Guard - U.S. Department of Agriculture - SWIC Industrial Trades Training - T.A.N. Marketing - Suplied Industrial Solutions - Goldenberg, Miller, Heller & Antognolli | <ul style="list-style-type: none"> - Coventry Capital, Inc. - IA Distributing - Oberkramer Contracting - River's Edge Housing - LiBin Imports - Alberici Industrials - Respondek Railroad Corporation - River's Edge Terminals - Western Extralite - Krekovich Painting - Madison County Comm. Development - AmerenIP - USA Stars - Arizon - Junior Warriors - Airgas - St. Louis Trucking - H.I.T. Squad - Conoco/Phillips - TWIC - Acme Tent, Inc. - John Darr, LCSW - Americore - City of Madison Public Works - Fort Lenardwood - River's Edge Telecommunications |
|---|---|

TRI-CITY REGIONAL PORT DISTRICT **LEASEHOLDERS, OPERATORS AND OWNERS**





2511 Vandalia Street
Collinsville, IL 62234-5034
(618) 344-4250
FAX: (618) 344-4253

John Hamm, III
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Gail Mitchell
1st. VICE-PRESIDENT

Liz Sanchez - Setser
2nd. VICE PRESIDENT

David Meyer
SECRETARY

Terry Moore
TREASURER

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Donald Sandidge
Robert Wydra

**St. Clair
County**

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Randy McCallum
Ruth Riesio
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Frank Lucco

**Clinton
County**

Raymond Kloeckner
Lavern Holtgrave

**Washington
County**

David Meyer
Marvin Steinkamp

EXECUTIVE
DIRECTOR

Kevin Terveer

June 22, 2009

Mr. Robert Wydra
Executive Director
Tri-City Regional Port District
1635 W. First Street
Granite City, IL 62040

Dear Mr. Wydra:

The Southwestern Illinois Metropolitan and Regional Planning Commission has reviewed the proposed "South Rail Loop" and "South Harbor" project components and has determined that the projects are consistent with the Overall Economic Development Plan in accordance with Section 301 of the Public Works and Economic Development Act of 1965. The projects have been included in the 2009 Comprehensive Economic Development Strategy.

The projects are located on the former U.S. Army Charles Melvin Price Support Center (CMPSC), which was conveyed to the Port District from the U.S. Maritime Administration in June 2002 with the mission to convert the Base from military to civilian uses. The proposed projects further implement the Base Redevelopment Plan. The Southwestern Illinois Metropolitan and Regional Planning Commission supports the projects.

Should you have any further questions or comments on the above, please contact me at 618/344-4250, extension 108.

Sincerely,

Kevin Terveer
Executive Director

RECEIVED JUN 23 2009

EAST-WEST GATEWAY Council of Governments

Creating Solutions Across Jurisdictional Boundaries

July 20, 2009

The Honorable Ray LaHood
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Mr. Secretary:

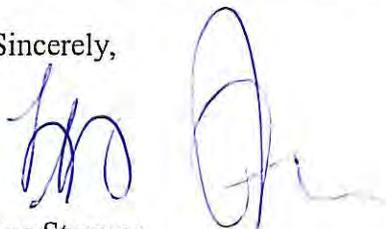
This letter is to express support for the Tri-City Regional Port District's TIGER grant application for the South Harbor and Rail Loop project.

Historically, St. Louis' centralized location at the confluence of the Mississippi and Missouri rivers was a great natural advantage. It enabled St. Louis to become the fourth largest city in the United States by the early 20th century, and it aided the region in developing a strong manufacturing- and transportation-based economy. By the late 20th century, however, changes in the national and global economy, as well as changes in production and logistic practices, eroded that geographic advantage. With the need to create greater freight movement efficiencies to address rising energy costs and reduce greenhouse emissions, and with the Federal push to further develop our inland waterways as freight conduits, St. Louis' natural advantages once again position the region for economic growth.

To fully exploit the economic potential of both those natural advantages and our extensive rail and highway assets, the region needs more port capacity and better intermodal linkages to our port facilities. The project proposed by the Tri-City Regional Port District will accomplish both. Not only will the project create greater efficiencies for national freight movements, it will position the St. Louis region to have a more significant role in international trade flows, benefitting both the region and the nation.

I encourage the Department to give favorable consideration to this important project.

Sincerely,



Les Sterman
Executive Director

Chair
Alan Dunstan
Chairman, Madison County Board

Vice Chair
Ed Hillhouse
Presiding Commissioner
Franklin County

2nd Vice Chair
Steve Ehlmann
County Executive
St. Charles County

Executive Committee
Chuck Banks
County Executive
Jefferson County

Charlie A. Dooley
County Executive, St. Louis County

Mark A. Kern
Chairman, St. Clair County Board

Francis G. Slay
Mayor, City of St. Louis

Delbert Wittenauer
Chairman, Board of Commissioners
Monroe County

Members

Joe Adams
St. Louis County Municipal League

John Hamm III
President, Southwestern Illinois
Metropolitan & Regional
Planning Commission

Kevin Hutchinson
President, Southwestern Illinois
Council of Mayors

Matt Melucci
Madison County

Roy Mosley
St. Clair County

Ray Muniz
Vice President, Southwestern Illinois
Council of Mayors

John Nations
St. Louis County

Alvin L. Parks, Jr.
Mayor, City of East St. Louis

Lewis Reed
President, Board of Aldermen
City of St. Louis

Werner Stichling
Jefferson County

John White
St. Charles County

Regional Citizens

Richard Kellett
John A. Laker

Brandon Perry
James A. Pulley

Robert Wetzel

Non-voting Members

Eddie Koch
Illinois Department of Commerce
and Economic Opportunity

Richard LaBore
Metro

Pete Rahn
Missouri Department of
Transportation

Larry Schepker
Missouri Office of Administration

Dick Smith
Illinois Department of
Transportation

Executive Director
Les Sterman

Deputy Executive Director
Maggie Hales

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Fax 314-231-6120

webmaster@ewgateway.org
www.ewgateway.org

ENVIRONMENTAL APPROVALS
Southwestern Illinois Regional Intermodal Freight Transportation HUB

<u>Permits, Clearances and Compliances and Responsible Agency</u>	<u>Status</u>
<p><i>National Environmental Policy Act Compliance</i> Draft Environmental Assessment U.S. Army Corps of Engineers, St. Louis District</p>	<p>Compliance pending agency action Finding of No Significant Impact anticipated Compliance expected not later than 4Q2009</p>
<p><i>Section 404, Clean Water Act</i> U.S. Army Corps of Engineers, St. Louis District</p>	<p>Permit pending agency action Permit expected not later than 4Q2009</p>
<p><i>Section 10, Rivers and Harbors Act</i> U.S. Army Corps of Engineers, St. Louis District</p>	<p>Permit pending agency action Permit expected not later than 4Q2009</p>
<p><i>Section 401, Clean Water Act; Water Quality Certification</i> Illinois Environmental Protection Agency</p>	<p>Certification pending agency action Certification expected not later than 4Q2009</p>
<p><i>Section 402, Clean Water Act</i> NPDES Construction Permit Notice of Intent and Storm Water Pollution Prevention Plan Illinois Environmental Protection Agency</p>	<p>Permit pending formal submittal and agency action Permit expected not later than 4Q2009</p>
<p><i>State Historic Preservation Officer Clearance</i> Illinois Historic Preservation Agency (IHPA)</p>	<p>Clearance received IHPA letter dated November 10, 2008</p>
<p><i>Illinois Endangered Species Act Clearance</i> Illinois Department of Natural Resources (IDNR)</p>	<p>Clearance received IDNR email dated August 10, 2009</p>
<p><i>Floodway Construction Permit & Public Body of Water Permit</i> Illinois Department of Natural Resources, Office of Water Resources</p>	<p>Permit pending agency action Permit expected not later than 4Q2009</p>



Tri-City Regional
Port District

1635 West First Street
Granite City, Illinois
62040

Tel | 618.877.8444
Fax | 618.452.3402

August 17, 2009

MEMORANDUM FOR THE RECORD

SUBJECT: Compliance with Federal Wage Rate Requirements, U.S. Department of Transportation TIGER Discretionary Grants

The Tri-City Regional Port District has proposed a transportation infrastructure project consisting of a new Mississippi River barge port and connecting rail track at its River's Edge complex in Madison County, Illinois. This project is known as the "Southwestern Illinois Regional Intermodal Freight Transportation Hub." In conjunction with this project, the Tri-City Regional Port District has requested grant funds from the United States Department of Transportation (USDOT).

In accordance with the USDOT, Office of the Secretary of Transportation's issuance of a "Notice of Funding Availability for Supplemental Discretionary Grants for Capital Investments in Surface Transportation Infrastructure Under the American Recovery and Reinvestment Act" (Docket Number OST-2009-0115; i.e. TIGER Discretionary Grants) and specifically Section VI, G of this Notice. The purpose of this memorandum is to certify that the Tri-City Regional Port District will comply with the requirements of Subchapter IV of Chapter 31 of Title 40, United States Code (Federal Wage Rate Requirements).

This Certification is signed by the undersigned representing the Tri-City Regional Port District as a TIGER Discretionary Grant applicant.

Robert Wydra
Executive Director

Commissioners

Andy Economy
Mayor Ed Hagnauer
Mayor John Hamm, III
Dr. Charles King, Jr.
Joe Schuler
Steve Signall
Mayor Avery Ware

Robert Wydra
Executive Director

Dennis Wilmsmeyer
General Manager

ATTACHMENT H MILESTONE/DELIVERABLE SCHEDULE

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

Task	Time to Complete
Award	August 23, 2010
Advertise Bid	September, 2010
Pre-Bid Conference	September, 2010
ICC Petition	October-November, 2010
Bids Due	October, 2010
Contractor Bonding & Certification Review	November-December, 2010
NOI – NPDES Permit	November – December, 2010
Material Procurement	December- March, 2011
Notice to Proceed	January, 2011
Site Preparation	January, 2011
Excavation	February, 2011-April, 2011
Drainage	May, 2011
Track Construction	July, 2011
Grade Crossing Protection Construction	August, 2011-October, 2011
Substantial Completion	December, 2011

ATTACHMENT I
PERFORMANCE MEASURES FOR SOUTHWEST
ILLINOIS TRANSPORTATION HUB PROJECT

LANGUAGE FOR GRANT:

Subject to the Paperwork Reduction Act, as necessary, the Grantee agrees to (i) collect the data necessary to track and report on each of the performance measures identified in the Performance Measure Table included as Attachment I of this Grant of the Grantee's south property, including the number of rail cars serving the south property, rail tonnage, average monthly truck traffic at the port and (ii) report the results of such data collection to the Government. Grantee should include the data collected for each measure in each required report. To satisfy the reporting requirements, the Grantee agrees to provide "Before" and "After" reports. The "Before" reports should include current baseline data for each performance measure and should be delivered to the Government before project completion. The "Before" reports should include a detailed description of data sources, assumptions, variability and the estimated level of precision for each measure. The Grantee should provide "After" reports for each performance measure following project completion at the intervals, and for the time periods, specified in the Performance Measure Table included as Attachment I. "After" reports may include a narrative discussion detailing project successes and/or the influence of external factors on project expectations. The final "After" report must include an *ex post* examination of project effectiveness in relation to "Before" report baselines.

Study Area: Tri-City Regional Port District will undertake the River’s Edge South Rail Loop to link the River’s Edge South Harbor and the six Class 1 North American Railroads. This project will create a unique regional and national intermodal connection supported by four centrally located Interstate highways. The South Rail Loop project will facilitate unit train movements into and out of the River’s Edge development complex for shippers and serve on-site industrial facilities, including the Abengoa Bioenergy ethanol plant. The development plan includes, building 9,600 feet of track, excavation and grading to accommodate up to three tracks, utility relocation, drainage improvements, and traffic control improvements.

Reporting: Annual reports should measure and report data as described in Table 1 below for the first full year of operation and annually for the duration of the Measurement Period defined in Table 1 below. Quarterly reports should measure and report data in the first full quarter of operation and continue for the duration of the Measurement Period defined in Table 1. Grantee need not include any analysis in addition to the described data. Quarterly report due dates are as follows:

<u>Reporting Period</u>	<u>Due</u>
January, February, March	May 1st
April, May, June	August 1st
July, August, September	November 1st
October, November, December	February 1st

	Description of Measure	Measurement Period
Rail cars per month	The average number of rail cars using the South Rail Loop per month.	<p>Before (Baseline) Measurement: Before project construction.</p> <p>After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning after project completion.</p>
Monthly tonnage of cargo	The average monthly tons of cargo moved over the South Rail Loop.	<p>Before (Baseline) Measurement: Before project construction.</p> <p>After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning after project completion.</p>
Average Monthly Truck Traffic	The monthly truck traffic in the River's Edge South Harbor area.	<p>Before (Baseline) Measurement: Before project construction.</p> <p>After (Performance) Measurement: Quarterly reports for a period of 3 years, beginning after project completion.</p>

Performance Measures for the Southwest Illinois Transportation Hub Project