

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

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

CITY OF PROVIDENCE

ProvPort – The ReNEWable Port

Grant Number: DTMA1G11007

Appropriation Data:

7069M01430 2011 1PPECG0007 0000150002 41010 61006600 - \$10,500,000

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

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation (“DOT” or the “Government”) and the Grantee. This Agreement will be administered by The Maritime Administration (also referred to herein as “MARAD”).
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee’s Technical Application (the “Project”) and the negotiated provisions on the Project’s material terms and conditions, including the Project’s scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of the Project.

- 1.3 The Government, having reviewed and considered the Grantee's Technical Application and finding it acceptable, pursuant to the Act awards a TIGER II Discretionary Grant in the amount of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00), for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided under this Agreement. Grantee certifies that not less than Eight Million Nine Hundred Thousand Dollars (\$8,900,000.00) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
- 1.4 The Grantee agrees to abide and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.
- 1.5 This Agreement shall also include the following Exhibits as integral parts hereof:
- | | |
|-----------|------------------------------------------------|
| Exhibit A | Legislative Authority |
| Exhibit B | General Terms and Conditions |
| Exhibit C | Applicable Federal Laws and Regulations |
| Exhibit D | Grant Assurances |
| Exhibit E | Responsibility and Authority of the Grantee |
| Exhibit F | Reimbursement of Project Costs |
| Exhibit G | Grant Requirements and Contract Clauses |
| Exhibit H | Quarterly Progress Reports: Format and Content |
- 1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:
- | | |
|--------------|-------------------------------|
| Attachment A | Statement of Work |
| Attachment B | Project Schedule |
| Attachment C | Project Budget |
| Attachment D | Performance Measurement Table |
- 1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

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

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

The Project will result in the purchase of two modified marine barges each equipped with a heavy-lift, four-rope, multi-purpose crane. The Project includes the barge purchase, crane purchase, specialized equipment necessary to allow the cranes to be utilized for bulk, break-bulk, project and container cargo, modification of both crane and barge, delivery expense, including assembly and testing, engineering and design work, and management fees.

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

Planned Contract Award Date: April 29, 2011

Planned Construction Start Date: July 7, 2011

Planned Project Completion Date: December 31, 2012

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

TIGER II Grant Funds and Additional Sources of Project Funds:

1) Grant Funds and Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$10,500,000.00
Federal Other Share (if any):	\$0.00
State Share (if any):	\$8,000,000.00
Local Share (if any):	\$0.00
Other Share (if any):	\$900,000.00
Total Project Cost:	\$19,400,000.00

2.4 Project's State and Local Planning Requirements: The growth and expansion of the Port of Providence is identified in "Providence Tomorrow" the city's comprehensive Plan which was approved by the Providence city council in 2008 and by the Rhode Island Office of State Planning for conformance with the Rhode Island State Guide Plan in May 2008.

2.5 Project's Environmental Approvals and Processes:

National Environmental Policy Act (NEPA) Requirement: The Grantee may not draw down funds or incur expenses under this Agreement unless and until the NEPA process has been completed, and approved by MARAD, with a determination of whether further review, documentation, and/or mitigation measures are required, and the Grantee

has satisfied any requirements contained in MARAD's determination. Once these conditions have been successfully completed, the Agency will then notify the Grantee that the review is complete. At that time, the distribution and expenditure of TIGER II Discretionary Grant funds may be authorized.

Environmental Documentation Type, Titles and Date: U.S. Maritime Administration Record of Categorical Exclusion – Port of Providence TIGER II – Crane Replacement, signed December 16, 2010.

Name of Agency and Office Approving each Environmental Decision Document: U.S. Maritime Administration, Associate Administrator for Environment and Compliance.

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

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee: 797675337

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

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

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

Mr. Thomas E. Deller
Director,
400 Westminster St
Providence, RI 02903-5507
(401) 351-2868
Tdeller@providenceri.com

SECTION 3. REPORTING REQUIREMENTS

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

- 3.1 **Project Outcomes and Performance Measurement Reports:** Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according to the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by March 30, 2011. Grantee shall represent that the data in the Pre-project Report is current as of December 31, 2010.
- 3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by March 31, 2016, which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of December 31, 2015.
- 3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement and, additionally, to outcomes@dot.gov. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: [Modal] Tiger Grant No. 52 - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER II Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the Government contacts listed in paragraph 3.2.1, or other system as designated by the Government, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, at the following addresses:

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

and

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

and

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

- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the Approved Detailed Project Budget, attached hereto as Attachment C, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase. To the extent the annual budget update deviates from the approved project budget by more than 10 percent, then work proposed under the Annual

Budget Review and Program Plan shall not commence until written approval from the Government is received.

- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

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

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

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

SECTION 4. SPECIAL GRANT REQUIREMENTS

- 4.1 There are no special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

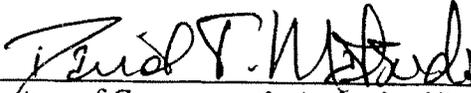
- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:
 - 5.1.1 The Grantee fails to obtain or provide any non-TIGER II Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with the Project Schedule (Attachment B);
 - 5.1.2 The Grantee fails to begin construction within 150 days of the execution of this Agreement.
 - 5.1.3 The Grantee fails to begin expenditure of Grant funds within 120 days of the execution of this Agreement.
 - 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with the Project Schedule (Attachment B) even if it is beyond the reasonable control of the Grantee; or.
 - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by Grantee on or before September 30, 2012. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2017, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties.

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

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

EXECUTION BY THE GOVERNMENT

Executed this 21st day of March, 2011.



Signature of Government's Authorized Representative
Maritime Administration

David T. Matsuda

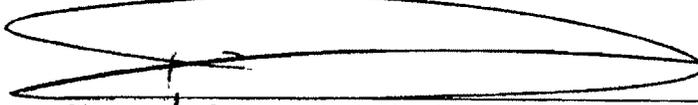
Name of Government's Authorized Representative
Maritime Administrator

Title

EXECUTION BY THE GRANTEE/RECIPIENT

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

Executed this 18th day of March, 2011.



Signature of Grantee's Authorized Representative

Thomas E. Doffer

Name of Grantee's Authorized Representative
Director - DBD

Title

ATTACHMENT A

STATEMENT OF WORK

PROJECT NARRATIVE

The project will result in the purchase of two modified marine barges each equipped with a heavy-lift, four-rope, multi-purpose crane. The project includes the barge purchase, crane purchase, specialized equipment necessary to allow the cranes to be utilized for bulk, break-bulk, project and container cargo, modification of both crane and barge, delivery expense including assembly and testing, engineering and design work and management fees.

BARGE SCOPE

Barges will be constructed to meet design specifications that will allow for the carry and utilization of a heavy-lift crane. Barges will be classed by ABS with dimensions of three hundred foot length by sixty-four foot beam (width) and twelve foot molded draft (depth).

Barges will be modified to allow the safe operation of the crane, which includes the ability to drive on or off the crane to shore. Units will include; four electric line-handling winches, forty foot by eight foot by eight foot containerized crew mess hall/head facility, twenty foot crew office, diesel generator, electrical distribution system including winch controls, heavy duty tire fender system to both sides of the barge, three twelve foot by twelve foot stowage pads, navigational lights, shore supply connection box, and safety handrails.

CRANE SCOPE

Cranes to be purchased will be either Liebherr or Gottwald subject to a competitive bid process. Currently Liebherr and Gottwald are the only manufacturers in the world who can provide equipment to the required specifications, and there are no US manufacturers of marine mobile harbor cranes. The units, however, will be shipped and assembled within the US. The equipped cranes will possess a hybrid power system, reducing fuel consumption of the crane while also reducing emissions. Cranes are able to handle both bulk and container cargoes and have the capability of rolling on or off the barges.

ATTACHMENT B PROJECT SCHEDULE

March 2011

- Grant agreement finalized and documents signed.
- Competitive bid process for cranes begins
- Competitive bid process for barges begins

April 2011

- Competitive bid process for cranes finalized.
- Competitive bid process for barges finalized.
- Order placed for two Liebherr or Gottwald 4 rope multi-purpose cranes (manufacturer to be determined by competitive bid).
- Order placed for two 300' x 64' x 12' ABS certified barges (ship yard to be determined by competitive bid).
- Construction of barges begins
- Construction of cranes begins

May 2011

- Inspection of both barges at shipyard

June 2011

- Training of supervisors, mechanic and operators at factory

September 2011

- Final inspection of cranes at factory
- Cranes loaded for delivery to ProvPort

November 2011

- Two Liebherr or Gottwald cranes delivered to ProvPort via ocean going vessel
- Final crane assembly begins
- Inspection of both barges at shipyard

December 2011

- Assembly of cranes at ProvPort

January 2012

- Onsite training of operators, mechanic and supervisory personnel.

April 2012

- Delivery of Barge #1 to ProvPort
- Crane crawled onto barge #1
- On-barge crane operator training begins
- Inspection of Barge #2 at shipyard
- Commence operation of Crane #1

June 2012

- Delivery of Barge #2 to ProvPort
- Crane crawled onto barge #2
- Commence operation of Crane #2

ATTACHMENT C PROJECT BUDGET

PROJECT ITEMS

Project Component Funding Plan

#	Component	Grant	Match (Bonding)	Match (Private)	Amount
1	Mobile Harbor Cranes Construction				
	Construction (2 Cranes)	\$5,412,371.13	\$4,123,711.34	\$463,917.53	\$10,000,000.00
	Crane Attachments	\$1,408,840.21	\$1,073,402.06	\$120,757.73	\$2,603,000.00
	Delivery/Commissioning	\$460,051.55	\$350,515.46	\$39,432.99	\$850,000.00
	Contingency	\$67,654.64	\$51,546.39	\$5,798.97	\$125,000.00
	Financing Transaction Costs	\$52,770.62	\$40,206.19	\$4,523.20	\$97,500.00
	Project/Grant Administration Costs	\$14,072.16	\$10,721.65	\$1,206.19	\$26,000.00
2	Barge Design/Engineering				
	Engineering Support	\$135,309.28	\$103,092.78	\$11,597.94	\$250,000.00
3	Barge Construction				
	Barge 1	\$1,082,474.23	\$824,742.27	\$92,783.51	\$2,000,000.00
	Barge 2	\$1,082,474.23	\$824,742.27	\$92,783.51	\$2,000,000.00
	Barge Modifications	\$649,484.54	\$494,845.36	\$55,670.10	\$1,200,000.00
	Contingency	\$67,654.64	\$51,546.39	\$5,798.97	\$125,000.00
	Financing Transaction Costs	\$52,770.62	\$40,206.19	\$4,523.20	\$97,500.00
	Project/Grant Administration Costs	\$14,072.16	\$10,721.65	\$1,206.19	\$26,000.00
	Total Project	\$10,500,000.00	\$8,000,000.00	\$900,000.00	\$19,400,000.00
	Percentages	54.12%	41.24%	4.64%	100.00%

TOTAL PROJECT COST

\$19,400,000

FUNDING

TIGER II Grant	\$10,500,000
Rhode Island Economic Development Bond Financing	\$8,000,000
ProvPort, Inc.	\$900,000

TOTAL FUNDING

\$19,400,000

ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

Study Area: Measurements will track operations and performance for the Port of Providence/ProvPort

Table 1: Performance Measurement Table

Measure	Description of Measure	Frequency	Measurement Period
Direct Employment	The total number of direct jobs at the Port of Providence/ProvPort	Quarterly	<p>Pre-Project (Baseline) Measurement: Prior to construction</p> <p>Performance Measurement: .3 years after the project opens for operation under normal conditions</p>
Tonnage: Shipped	The total tons of material imported and exported through the Port of Providence/ProvPort	Quarterly	<p>Pre-Project (Baseline) Measurement: Prior to construction</p> <p>Performance Measurement: 3 years after the project opens for operation under normal conditions</p>
Containers Handled	Total number of containers handled through the Port of Providence/ProvPort.	Quarterly	<p>Pre-Project (Baseline) Measurement: Prior to construction</p> <p>Performance Measurement: 5 years after the project opens for operation under normal conditions</p>

Study Area: This project is located at ProvPort in the South Providence neighborhood of the City of Providence. The port facility presently totals 105 contiguous acres. ProvPort is located at the convergence of Narragansett Bay and the Providence River at Latitude: 41 47.5 N Longitude: 71 23.1 W.

Reporting: 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