

AMENDMENT NUMBER 1
TO
PROJECT COOPERATION AGREEMENT
DATED NOVEMBER 26, 2002
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
STATE OF RHODE ISLAND
FOR CONSTRUCTION OF
DREDGED OR EXCAVATED MATERIAL DISPOSAL FACILITIES
AT
THE PROVIDENCE RIVER AND HARBOR FEDERAL NAVIGATION PROJECT
PROVIDENCE, RHODE ISLAND

This Amendment Number 1, entered into the last day and date below listed by and between the Department of the Army (hereinafter the "Government") represented by the U.S. Army Engineer, New England District, and the State of Rhode Island (hereinafter the "Non-Federal Sponsor"), represented by the Governor.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter "Agreement") dated November 26, 2002 for construction of dredged or excavated material disposal facilities at the Providence River and Harbor Federal Navigation Project, Providence, Rhode Island; and

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to include the expansion of the capacity of the Confined Aquatic Disposal cells in the Providence River to allow for the disposal of dredged or excavated material from the Pawtuxet Cove Federal Navigation Project, Cranston and Warwick, Rhode Island.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. The first WHEREAS clause on page one is amended by striking that clause and substituting the following therefor:

WHEREAS, construction, operation, and maintenance of the Providence River and Harbor Federal Navigation Project at Providence, Rhode Island, was authorized by the River and Harbor Act of 1937, ch. 832, § 1, 50 Stat. 845, and section 301 of the River and Harbor Act of 1965, Pub. L. No. 89-298, 79 Stat. 1089, and construction, operation, and maintenance of the Pawtuxet Cove Federal Navigation Project in Cranston and Warwick, Rhode Island, was authorized by

section 101 of the River and Harbor Act of 1962, Pub. L. No. 87-874, 76 Stat. 1173, as amended by section 110 of the Energy and Water Development Appropriations Act, 2004, Pub. L. No. 108-137, 117 Stat. 1834 (hereinafter collectively referred to as the "Existing Project" as defined in Article I.A. of this Agreement);

2. Article I.B. is amended by striking that paragraph and substituting the following therefor:

B. The term "existing general navigation features" shall mean a channel, 40 feet deep and generally 600 feet wide, from deep water in Narragansett Bay just south of Prudence Island Light to below Fields Point at Providence. Thence, the channel width increases up to 1,700 feet to the project limit at Fox Point, with easing of bends to minimum radius of 5,000 feet, excluding marginal strip 75 feet wide channelward of established harbor lines, as generally described in the decision document, dated May 2002, and approved by Chief, Planning and Policy Division, HQUSACE on September 25, 2002. The term "existing general navigation features" shall also mean a channel 100 feet wide and 6 feet deep from the deep water in the Providence River to the head of Pawtuxet Cove, with a turning basin near the upper end; and an anchorage of about 14 acres, 6 feet deep, south of the entrance channel, with a sheltering dike, 2,200 feet long, constructed to 12 feet above mean low water, on the east side of the anchorage as generally described in the decision document, dated June 2004, and approved by Chief, Program Support Division North Atlantic Division on February 15, 2005.

3. Article I.D. is amended by striking said provision and substituting the following therefor:

D. The term "general navigation features" shall mean the Confined Aquatic Disposal (CAD) cells located in the upper Fox Point Reach of the Providence River. The CAD cells are comprised of 6 separate areas of varying dimensions: cell 1R (starter cell) - 300 feet by 300 feet, excavated to a depth of -76 feet Mean Lower Low Water (MLLW); cell 3R - 300 feet by 400 feet, excavated to a depth of -78 feet MLLW; cell 4R - 300 feet by 500 feet, excavated to a depth of -68 feet MLLW; cell 5R - 300 feet by 850 feet, excavated to a depth of -75 feet MLLW; combined cells 6R and 7R - 1,300 feet by 450 feet, excavated to a depth of -97 feet MLLW; and cell 3AR - 1,000 feet by 1,100 feet, excavated to a depth of -85 feet MLLW. The CAD cells will accommodate the unsuitable material from the Federal dredging area and material from non-Federal facilities that provide the appropriate funding to cover CAD excavation, all as generally described in the Decision Document dated May 2002 and approved by the Chief, Planning and Policy Division, Headquarters, U.S. Army Corps of Engineers, on September 25, 2002.

4. Article II.E. is amended by striking that paragraph and substituting the following therefor:

E. The Non-Federal Sponsor shall contribute 25 percent of the total cost of construction of the general navigation features required for the disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Providence River and Harbor portion of the Existing Project and 10 percent of the total cost of construction of the general navigation features required for the disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Pawtuxet Cove portion of the Existing Project.

5. Article II.M. is amended by inserting "existing" before "general navigation features" in line 3 of said Article II.M.

6. Article VI.A. is amended by striking the total cost figure "\$30,424,000" on line 19 of said Article VI.A. and substituting the figure "\$31,824,000".


7. Article VI.A. is amended by striking the Non-Federal Sponsor's contribution figure "\$7,606,000" on line 20 of said Article VI.A. and substituting the figure "\$7,746,000".

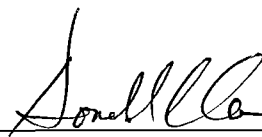
8. Article VIII.C. is amended by inserting "existing" before "general navigation features" in lines 8 and 9 of said Article VIII.C.

9. All other provisions of the Agreement shall remain in full force and effect unless duly modified or amended.

THE DEPARTMENT OF THE ARMY

THE STATE OF RHODE ISLAND

BY: 
Curtis L. Thalken
Colonel, Corps of Engineers
District Engineer

BY: 
Donald L. Carcieri
Governor

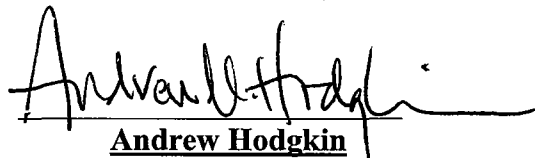
DATE: 3 Aug 05

DATE: 7/28/05

CERTIFICATE OF AUTHORITY

I, Andrew Hodgkin, do hereby certify that I am the Governor's Legal Counsel, that the State of Rhode Island is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the State of Rhode Island in connection with the Providence River and Harbor Federal navigation project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Governor's Office have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
28 day of July, 2005.

A handwritten signature in black ink, appearing to read "Andrew Hodgkin", written over a horizontal line.

Andrew Hodgkin

Governor's Chief Legal Counsel

CERTIFICATION REGARDING LOBBYING

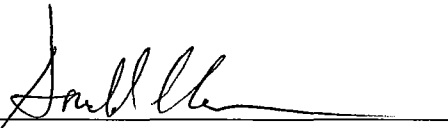
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 cooperative agreements) and that all subrecipients 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.



Donald L. Carcieri
Governor
State of Rhode Island

DATE: 7/28/05

