

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)**

MARAD FY 2022 PIDP Grant No. 693JF72344034

70X1713D22 2024 1PS2344034 0000150000 41010 61006600 — \$6,607,500
70X1713D22 2024 1PS2344034 0000150000 41010 61006600 — \$3,000,000

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the City and County of San Francisco¹ (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the Port of San Francisco Amador Street Infrastructure Improvement Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grants,” dated October 25, 2023, which is available at <https://www.maritime.dot.gov/ports/port-infrastructure-development-program/fy-2022-pidp-general-terms-and-conditions-october-25>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

¹ The Recipient is referred to here as “City and County of San Francisco” because that is the name associated with the Recipient’s unique entity identifier, as required by 2 C.F.R. 200.211(b)(1), but the rest of this agreement will refer to the Recipient by its legal name, Port of San Francisco.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: The Port of San Francisco – Amador Street Infrastructure Improvement Project

Application Date: May 16, 2022

2. Recipient’s Unique Entity Identifier.

Recipient’s Unique Entity Identifier: G2ACFK8T2MJ6

3. Recipient Contact(s).

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and

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4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

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6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

MARAD Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

Federal Award Identification Number: 693JF72344034

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project funds roadway improvements to a more resilient standard, sewer replacement and pump station upgrades to provide additional capacity and reliability, stormwater improvements, removal of creosote-treated rail ties to improve environmental conditions, and landscaping with drought tolerant plants that will conserve water.

2. Statement of Work.

The Project scope includes reconstructing roughly 1,800 linear feet (LF) of Amador Street, landscaping to improve air quality and reduce stormwater run-off, and improvements to underground utilities that serve the Port's southern waterfront, Maritime Eco-Industrial Area tenants.

The Project consists of the following three components:

- Component 1 – Project Management
 - Architectural and engineering activities.
 - Section 106 Archeological Monitoring Plan activities.
 - On- and off-site materials testing and inspections.
 - On- and off-site construction and project management activities.
 - Project closeout activities.

- Component 2 – Cultural Monitoring
 - Section 106 Cultural Resources Monitoring Plan activities performed on behalf of the Recipient. This monitoring plan is separate from the Archeological Monitoring Plan and will be executed by a separate consultant.

- Component 3 – Construction
 - Update and rebuild roughly 1,800 LF of Amador Street to current City of San Francisco standard pavement cross-section design. Existing condition of roadway cross section comprised of asphalt varying in thickness between 6 to 12 inches. The Project will replace the roadway with 2 inches of asphalt over 10 inches of concrete base. Aggregate sub-base will be added as needed in areas where native soil cannot meet 95% compaction requirements.
 - Upgrade pump station reliability and capacity. Demolish the existing pump station and build a new larger capacity pump station, complete storm and sanitary sewer system improvements under the roadway, and reconstruct the roadway along Amador Street. Replace the single pump facility with a four-pump facility with two to three pumps on depending on load and the fourth will be on standby. The new pump station will have

remote monitoring capability and will have dedicated street access with a concrete security wall.

- Tie in and upgrade force main sewer utilities to increase capacity and reliability.
- Installation of storm drain trash capture devices in four manholes along the Amador Street corridor.
- Remove approximately 1,500 LF of abandoned rail and creosote-treated rail ties.
- Install approximately 7,400 square feet of landscaping at the intersection of Amador Street and Illinois Street with drought tolerant plants for air quality improvement and storm water capture. This includes eleven tree planters at the west end of the Project limits.
- Upgrade street utilities including approximately 1,900 LF of potable water main.

3. Documents Describing Mitigation Activities.

Document Description	Date
Indian Canyon Mutsun Band of Costanoan Section 106 consultation correspondence: The Indian Canyon Mutsun Band of Costanoan requests Native American Monitor and an Archaeologist be present on-site at all times during any/all ground disturbing activities for monitoring purposes.	April 12, 2023
Amador Street Infrastructure Improvement Project Cultural Resources Monitoring Plan (Plan): The Plan must be followed during Project activities.	August 21, 2023

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: February 28, 2027

Period of Performance End Date: January 31, 2030

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Management Start Date:	January 1, 2024
Planned Construction Start Date:	June 1, 2024
Planned Cultural Monitoring Start Date:	June 1, 2024
Planned Cultural Monitoring Substantial Completion Date:	April 30, 2026
Planned Construction Substantial Completion Date:	April 30, 2026
Planned Project Management Substantial Completion Date:	April 30, 2026

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

PIDP Grant Amount: \$9,607,500

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs

	Component 1 – Project Management	Component 2 – Cultural Monitoring	Component 3 – Construction	Total
PIDP Funds:	\$1,394,250	\$26,250	\$8,187,000	\$9,607,500
Non-Federal Funds ¹ :	\$464,750	\$8,750	\$2,729,000	\$3,202,500
Total:	\$1,859,000	\$35,000	\$10,916,000	\$12,810,000

4. Cost Classification Table.

Cost Classification	Total Eligible Costs
Architectural and engineering fees	\$1,794,000
Project inspection fees	\$100,000
Construction	\$9,923,000
Contingency	\$993,000
Project Total	\$12,810,000

5. Approved Pre-award Costs

None. MARAD has not approved under this award any pre-award costs under 2 C.F.R. 200.458 and/or 46 U.S.C. 54301(a)(10)(B). Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 14.3(b) of the General Terms and Conditions.

¹ Port of San Francisco

SCHEDULE E CHANGES FROM APPLICATION

Scope: None.

Schedule: The original application construction timeline had two errors with the anticipated start and substantial completion construction dates. The application listed March 2023 as the planned construction start date; however, this should have been March 2024 since the application did not anticipate awarding the construction contract until November 2023. The application also listed November 2024 as the planned construction substantial completion date; however, this should have been April 2026, representing an overall 25-month construction timeline.

Since the time of application, there have been additional changes to the anticipated schedule:

- The planned construction start date shifted from March 2024 to June 2024 due to the longer than anticipated duration to complete the required Section 106 Monitoring Plans, additional field investigation of existing underground utilities to finalize designs for landscape, structural, and water work, and delayed award notification from the Port and Freight Infrastructure Program (PFIP)/CalSTA Grant program. Funds awarded from that program will be used as part of the local match.
- The construction timeline has decreased from 25 months to 23 months total, a slightly shortened timeline. The timeline was decreased after a constructability review was performed by the construction management team. Some scopes of work were identified that could be done in parallel instead of in series, such as installation of trash capture devices during force main installation.

Budget: None.

**SCHEDULE F
PIDP DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community Designation.

HDC Designation: Yes

4. Funding Act.

Funding Act	Amount
FY2022	\$6,607,500
FY2021 Rollover	\$3,000,000

SCHEDULE G
PIDP PERFORMANCE MEASUREMENT INFORMATION

Study Area: The San Francisco Bayview District, specifically Amador Street, which runs east and west and is parallel to the Islais Creek Channel.

Baseline Measurement Date: June 1, 2023 – May 31, 2024

Baseline Report Date: July 31, 2024

Table 1: Performance Measure Table

Performance Measure	Unit Reported	Guidance
Closure from Natural Hazards	Total Hours of Facility Closure per Quarter.	A closure is defined as when a natural hazard prevents a facility from continuing daily operations or service.
Average Daily Truck Traffic	ADTT measures the total volume of truck traffic per day as defined by the Project study area.	Count collection can be self-reported using industry standards, such as identified in the FHWA Traffic Data Computation Method Pocket Guide. Counts can also be reported using state or national traffic volume databases. The total for the Project study area must be reported, but reporting can also be disaggregated by route. Reporting can also be disaggregated by vehicle type (motor vehicles or trucks) that best aligns with Project purpose.
Truck Turn Time	Average Truck Turn Time (Minutes).	Amount of time from truck gate entry to truck gate exit.

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a Project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
X	The Project improves disaster preparedness and resiliency. <i>(Describe how in the supporting narrative below.)</i>

X	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project improves disaster preparedness and resiliency.

The pavement and utility upgrades to the stormwater system will help to mitigate the impacts of higher temperatures and more frequent and severe flooding on the Amador Street corridor. The Project’s new rigid pavement has a direct resilient impact because it upgrades the roadway’s structure and functional capabilities. The rigid pavement performs better in higher extreme temperatures due to the shorter joint spacing in design and uses expansion joints. This keeps the road functional in the long-term. In addition, the Project increases the capacity of the stormwater system, which will allow the corridor to better manage the increase in frequency and intensity of storm events and reduce the risk of flooding. The Project’s combined roadway and utility capacity upgrades perform better in a severe storm event. These resilient upgrades are necessary and indirectly impact rescue, emergency response, and recovery since the corridor connects to a Federal laydown staging area.

The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity.

The Project will install trash capture devices at select storm drains and manholes where stormwater flow converges to remove debris from stormwater before it is discharged into the Bay. The Project serves as a pilot program as one of the first installations of trash-capture technology constructed under the new California State Water Resources Control Board Trash Implementation Program, which requires installation for all outfalls by 2030. This full trash-capture technology will filter debris as small as 5mm, eliminating cigarette butts, small plastics, and other debris from the bay. Full trash-capture devices are required by the Municipal Separate Storm Sewer System Permit, which applies to all areas of the Port in which stormflows drain to the San Francisco Bay.

Tree pits, which are part of the landscaping element of this Project, are designed to be bioretention areas where stormwater runoff will collect and percolate into native soil vs. discharging into the Bay.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

X	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a Project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to Project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

A racial equity impact analysis has been completed for the Project.

The Port's Racial Equity Action Plan and Strategic Plan provide a roadmap and objectives to reach the Port's desired outcome to advance equity and become an equal opportunity employer for all organizations through consistent examination of policies and practices and monitoring of end results. The Port prioritizes equity as a core value and is committed to advancing racial equity. The following is a summary of the Port's existing plans, policies, and impacts.

- Port of San Francisco Strategic Plan
 - Equitable access to waterfront
 - Provide contract opportunities to qualifying local business entities and other local businesses
 - Ensure local communities that are impacted by waterfront development share in economic prosperity
- Port of San Francisco Racial Equity Action Plan
 - Improve open space in southeast sector
 - Local hiring agreements
 - Plan for, seek grants for, and invest Port capital, general obligation bond funds, potential Federal stimulus funds, and Southern Waterfront Beautification Fund dollars to invest in Port parks and open space

This Project is listed by name in the Capital Improvement Program addendum to the Port's Racial Equity Action Plan as one of the projects specifically designated as promoting racial equity.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a Project partner has adopted the use of Project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a Project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a Project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a Project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a Project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
X	The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a Project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
X	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The Recipient or a Project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. For example, the Recipient has a Local Business Enterprise (LBE) program for local business inclusion. The program recognizes firms with minority and women owners, and includes 45 trucking firms certified in the program, 60 percent of which have minority owners and 11 percent are women-owned. The tenants along the Amador Street corridor have a program that prioritizes the use of LBE truckers, and are committed to using this

Project to continue to support the LBE truckers and promote equity, justice, good wages, union jobs, and reduce unwanted environmental impacts.

The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standard.

The Port estimates that approximately 70 good paying union jobs will be created because of this Project through construction hiring and increased economic activity.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

PORT OF SAN FRANCISCO

_____ By: _____
Date Signature of Recipient's Authorized Representative

Elaine Forbes

Name
Executive Director, Port of San Francisco

Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION

_____ By: _____
Date Signature of MARAD's Authorized Representative

Name

Title