

File No. 140447

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 14, 2014

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CEQA Determination</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Port Commission Resolution No. 13-40</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Linda Wong Date May 9, 2014

Completed by: _____ Date _____

1 [Accept and Expend Grant - Federal Railroad Administration Grant Funds for the Rebuilding
2 of the Quint Street Lead Track - \$2,970,000]

3 **Resolution retroactively authorizing the Port of San Francisco to accept and expend**
4 **\$2,970,000 in grant funds from the Federal Railroad Administration for the rebuilding**
5 **of the Quint Street Lead Track for the term of April 1, 2012, through July 31, 2015.**
6

7 WHEREAS, the Port of San Francisco staff applied for and was awarded a
8 \$2,970,000 grant from the Federal Railroad Administration (FRA) to rebuild the Quint Street
9 Lead Track; and

10 WHEREAS, The FRA's Rail Line Relocation and Improvement (RLR) Grant
11 Program's goal is to assist projects that improve community livability and promote economic
12 development by addressing the effects of rail traffic on safety, roadway and pedestrian
13 traffic, overall quality of life and local area commerce; and

14 WHEREAS, The Quint Street Lead ("Lead") is an approximately nine-tenths of a mile
15 long freight rail spur track connecting the Main Line, owned and operated by the Peninsula
16 Corridor Joint Powers Board (JPB) primarily for Caltrain commuter rail, with the Port of San
17 Francisco cargo terminals and rail yard; and

18 WHEREAS, The current condition of the spur track limits the frequency, weight and
19 length of trains that can use the track, causing delays; and

20 WHEREAS, The improvements will allow freight trains to operate at higher speeds
21 and clear the mainline more quickly, reducing delays to Caltrain commuter trains and future
22 high-speed rail trains; and

23 WHEREAS, The Port has two rail-served cargo terminals that will benefit from these
24 improvements including Pier 80, San Francisco Bay's only breakbulk cargo terminal, and the
25

1 Pier 94/96 dry-bulk cargo terminal; and

2 WHEREAS, The Lead rebuilding project was reviewed by the San Francisco Planning
3 Department and received a Categorical Exemption on April 11, 2013 to comply with the
4 California Environmental Quality Act (CEQA), and completed environmental review under
5 the National Environmental Policy Act (NEPA) in March 2014; and

6 WHEREAS, This grant does not create any new positions, and will not require an
7 amendment to the Annual Salary Ordinance;

8 WHEREAS, The Port proposes to maximize use of available grant funds on program
9 expenditures by not including indirect costs in the grant budget; and

10 WHEREAS, Port capital funds have been identified to provide the required \$330,000
11 (10% of total project costs) in required non-federal match monies; and,

12 WHEREAS, The Grant Agreement requires the Grantee to certify by resolution the
13 approval of the Grant Agreement and its terms before execution of the Agreement; and

14 WHEREAS, On October 8, 2013, through Resolution 13-40, the Port Commission
15 authorized the Executive Director seek the Board of Supervisors' approval to accept and
16 expend the grant; now, therefore, be it

17 RESOLVED, That the Board of Supervisors hereby authorizes the Executive Director
18 of the Port to accept and expend \$2,970,000 in grant funds from the U.S. Department of
19 Transportation's Federal Railroad Administration and to conduct all negotiations, execute
20 and submit all documents, including, but not limited to applications, agreements,
21 amendments, and payment requests that may be necessary to secure the aforementioned
22 grant funds; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
24 indirect costs as a part of the grant budget; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive
2 Director of the Port to enter into an agreement, as required by the Federal Railroad
3 Administration, to indemnify the Federal Railroad Administration for liability associated with
4 the grant funds, as approved by the City Risk Manager and the City Attorney's Office; and,
5 be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive
7 Director of the Port to accept and expend the grant funds.

8
9
10 Recommended:

11
12 Bradford Benson

13 Department Head

14 for Monique Mayer

Approved: [Signature]
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for Mayor

Approved: [Signature]
for Controller

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Port of San Francisco
DATE: April 25, 2014
SUBJECT: Accept and Expend Federal Railroad Administration Grant Funds
GRANT TITLE: Federal Railroad Administration Grant Funds for the Rebuilding of the Quint Street Lead Track

Attached please find a copy of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Award Letter
- Other (Explain): Port Commission resolutions authorizing applying for grant and bidding the project
- Other (Explain): FRA Grant Agreement (pending BOS approval)

Special Timeline Requirements: As soon as possible to ensure timely completion of grant agreement and initiation of grant-funded project.

Departmental representative to receive a copy of the adopted resolution:

Name: Meghan Wallace

Phone: 415.274.0426

Interoffice Mail Address: Port of San Francisco, Pier 1

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____

(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Federal Railroad Administration Grant Funds for the Rebuilding of the Quint Street Lead Track**

2. Department: **Port of San Francisco**

3. Contact Person: **Jim Maloney (Maritime Division) 415-274-0519**
Meghan Wallace (Finance Division) 415-274-0426

4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$2,970,000** (90% of project total)

6 a. Matching Funds Required: **\$330,000** (10% of project total)

b. Source(s) of matching funds (if applicable): **Port Capital Budget (5P-AAA-ACP)**

7 a. Grant Source Agency: **U.S. Department of Transportation's Federal Railroad Administration**

b. Grant Pass-Through Agency (if applicable): **N/A**

8. Proposed Grant Project Summary:

Rebuilding of the Quint Street Lead This grant will be used to:

- Remove and reconstruct approximately 4,600 feet of existing track with heavy rail and ties;
- Improve and eliminate street running conditions along Rankin Street from dead end to Evans Avenue;
- Improve street running conditions along Quint Street from Davidson Avenue to Third Street; and
- Confirm and replace as required utility crossings for cooper E80 loading.

Due to the alignment of the track running through established roadways, adjacent to businesses, fences on property lines and other miscellaneous infrastructure, the Port proposes to reconstruct the track in its current alignment.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **04/01/2012** End-Date: **07/31/2015** (note: an extension has been requested)

10. Number of new positions created and funded: **N/A**

11. If new positions are created, explain the disposition of employees once the grant ends? **N/A**

12 a. Amount budgeted for contractual services: **\$3,100,000**

b. Will contractual services be put out to bid? **Yes**

c. If so, will contract services help to further the goals of the department's LBE requirements? **Yes**

d. Is this likely to be a one-time or ongoing request for contracting out? **One time**

13a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **NA**

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments:

Compliance with NEPA; approved.

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: Wendy Probst

(Name)

Date Reviewed: 4/24/2014

Department Approval: Monique Moyer, Executive Director

(Name)

(Title)

Bradford Buson
(Signature)

for
Monique Moyer

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Port of San Francisco

DATE: April 25, 2014

SUBJECT: Budget Breakdown – \$2,970,000 in grant funds from the Federal Railroad Administration for the rebuilding of the Quint Street Lead

The Port of San Francisco was awarded a \$2,970,000 grant from the U.S. Department of Transportation's Federal Railroad Administration's (FRA) Rail Line Relocation and Improvement (RLR) Grant Program to rebuild the Quint Street Lead Track.

The Quint Street Lead ("Lead") is an approximately nine-tenths of a mile long freight rail spur track connecting the Main Line, owned and operated by the Peninsula Corridor Joint Powers Board (JPB) primarily for Caltrain commuter rail, with the Port of San Francisco cargo terminals and rail yard, located on the south side of Islais Creek, just east of 3rd Street. The planned improvement would increase capacity of the Lead and improve its efficiency and safety by raising the class of the track from "Industrial" to "Class 1", and would plan for future improvements of the signal system.

\$2,970,000 Grant – The total estimated cost of the Project is \$3,300,000, for which the FRA grant will fund 90% of the total cost, not to exceed \$2,970,000, and the Port will provide a 10% contribution of \$330,000. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the Grantee.

Project Cost by OMB Classification			
Cost Classification	FRA Share	Port Share	Total Cost
Administrative and Legal Expenses	\$ 148,500	\$16,500	\$165,000
Land, Structure, Rights-of-Way, Appraisal, etc.	\$ 27,000	\$3,000	\$30,000
Relocation Expenses and Payments	0	0	0
Architectural and Engineering Fees	\$ 256,500	\$28,500	\$285,000
Project Inspection Fees	\$ 54,000	\$6,000	\$60,000
Site Work	\$ 270,000	\$30,000	\$300,000
Demolition and Removal	\$ 270,000	\$30,000	\$300,000
Construction	\$ 1,620,000	\$180,000	\$1,800,000
Equipment	0	0	0
Miscellaneous	\$ 54,000	\$6,000	\$60,000
Contingencies	\$ 270,000	\$30,000	\$300,000
TOTAL	\$ 2,970,000	\$ 330,000	\$3,300,000

Opportunity Title:	FY 2010 Rail Line Relocation Program - Program for Capi
Offering Agency:	DOT/Federal Railroad Administration
CFDA Number:	20.320
CFDA Description:	Rail Line Relocation and Improvement
Opportunity Number:	FR-LRI-10-009
Competition ID:	FR-LRI-10-009-011882
Opportunity Open Date:	09/10/2010
Opportunity Close Date:	10/29/2010
Agency Contact:	Jennifer Capps Financial Grants Management Analyst E-mail: Jennifer.Capps@dot.gov Phone: 202-493-0112

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application, and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* **Application Filing Name:** POSF Quint St. Lead Track Improvement

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424) Attachments

Optional Documents

Budget Information for Non-Construction Program
Disclosure of Lobbying Activities (SF-LLL)
Assurances for Non-Construction Programs (SF-42)

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Assurances for Construction Programs (SF-424D)
Budget Information for Construction Programs (S)
Other Attachments Form

Instructions:

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
---	---	--

* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: _____
--	--

5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____
--	---

State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

*** a. Legal Name:** Port of San Francisco

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-1705778	* c. Organizational DUNS: 0013602130000
--	---

d. Address:

*** Street1:** Pier 1
Street2: _____
*** City:** San Francisco
County/Parish: _____
*** State:** CA: California
Province: _____
*** Country:** USA: UNITED STATES
*** Zip / Postal Code:** 94111-0000

e. Organizational Unit:

Department Name: _____	Division Name: _____
----------------------------------	--------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *** First Name:** Daley
Middle Name: _____
*** Last Name:** Dunham
Suffix: _____

Title: Principal Administrative Analyst

Organizational Affiliation:

*** Telephone Number:** 415-274-0454 **Fax Number:** _____

*** Email:** daley.dunham@sfport.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOT/Federal Railroad Administration

11. Catalog of Federal Domestic Assistance Number:

20.320

CFDA Title:

Rail Line Relocation and Improvement

*** 12. Funding Opportunity Number:**

FR-LRI-10-009

* Title:

FY 2010 Rail Line Relocation Program - Program for Capital Grants for Rail Line Relocation and Improvement Projects

13. Competition Identification Number:

FR-LRI-10-009-011882

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Track and signal improvement of the Quint Street rail lead

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,970,000.00"/>
* b. Applicant	<input type="text" value="330,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,300,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Project Narrative.pdf	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Detailed Budget.pdf	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	FRA Additional Assurances.pdf	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Other Attachment File(s)

* Mandatory Other Attachment Filename:

To add more "Other Attachment" attachments, please use the attachment buttons below.

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 52,000.00	\$	\$ 52,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 4,500.00	\$	\$ 4,500.00
3. Relocation expenses and payments	\$	\$	\$ 0.00
4. Architectural and engineering fees	\$ 37,500.00	\$	\$ 37,500.00
5. Other architectural and engineering fees	\$	\$	\$ 0.00
6. Project inspection fees	\$ 12,500.00	\$	\$ 12,500.00
7. Site work	\$ 125,000.00	\$	\$ 125,000.00
8. Demolition and removal	\$ 75,000.00	\$	\$ 75,000.00
9. Construction	\$ 2,757,700.00	\$	\$ 2,757,700.00
10. Equipment	\$	\$	\$ 0.00
11. Miscellaneous	\$ 25,000.00	\$	\$ 25,000.00
12. SUBTOTAL (sum of lines 1-11)	\$ 3,089,200.00	\$ 0.00	\$ 3,089,200.00
13. Contingencies	\$ 210,800.00	\$	\$ 210,800.00
14. SUBTOTAL	\$ 3,300,000.00	\$ 0.00	\$ 3,300,000.00
15. Project (program) income	\$ 0.00	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 3,300,000.00	\$ 0.00	\$ 3,300,000.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X	%	\$ 0.00
---	---	---	---------

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>	<p>* TITLE</p> <p>Principal Administrative Analyst</p>
<p>* APPLICANT ORGANIZATION</p> <p>Port of San Francisco</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>



U.S. Department of Transportation
Office of the Secretary of Transportation

1200 New Jersey Ave., S.E.
Washington, DC 20590

GRANT ADVANCE NOTICE

Date: **09/09/2011**

NOTICE TO CONGRESS OF DOT DISCRETIONARY GRANT AWARDS: This notification is provided to the Committee pursuant to one of the following requirements governing the public announcement of a Department of Transportation discretionary grant, letter of intent, or Federal Transit Administration full funding grant agreement:

(1) Currently applicable General Provision of the Appropriations Act or Continuing Resolution governing Department of Transportation appropriations, containing a prohibition on the use of funds made available unless the Secretary notifies the House and Senate Committees on Appropriation not less than three full business days before any discretionary grant award, letter of intent, or full funding grant agreement totaling \$1,000,000 or more is announced by the Department or its modal administrations (A) any discretionary grant program of the Federal Highway Administration including the emergency relief program; (B) the Airport Improvement Program of the Federal Aviation Administration; (C) any grant from the Federal Railroad Administration; or (D) and program of the Federal Transit Administration other than formula grants and fixed guideway modernization programs.

(2) Section 159(b) of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21).

(3) Section 5334(k) of title 49, United States Code.

Notice:

Title: **FY 2008/FY 2009/FY 2010 Rail Line Relocation and Improvement - Quint Street Yard Track and Signal Improvements**

Grant Amount: **\$ 2,970,000.00**

Description:

FY 2008/FY 2009/FY 2010 Rail Line Relocation and Improvement - Quint Street Yard Track and Signal Improvements

Congressional members affected:

Paul Cook

Senators affected:

Barbara Boxer
Dianne Feinstein

Should you have any questions, please contact the Office of Governmental Affairs (202)366-4573.

MEMORANDUM

October 3, 2013

TO: MEMBERS, PORT COMMISSION
Hon. Doreen Woo Ho, President
Hon. Kimberly Brandon, Vice President
Hon. Willie Adams
Hon. Leslie Katz
Hon. Mel Murphy

FROM: Monique Moyer
Executive Director

SUBJECT: Request authorization to accept and expend \$2,970,000 in grant funds from the Federal Railroad Administration for the rebuilding of the Quint Street Lead Track from the Peninsula Corridor Joint Powers Board mainline to the Port of San Francisco

DIRECTOR'S RECOMMENDATION: Approve Attached Resolution

OVERVIEW

Port of San Francisco staff has applied for and was awarded a \$2,970,000 grant from the U.S. Department of Transportation's Federal Railroad Administration's (FRA) Rail Line Relocation and Improvement (RLR) Grant Program to rebuild the Quint Street Lead Track (Project). The Quint Street Lead (Lead) is an approximately nine-tenths of a mile long freight rail spur track connecting the Peninsula corridor mainline with the Port of San Francisco cargo terminals and rail yard, located on the south side of Islais Creek, just east of Third Street. The mainline is owned and operated by the Peninsula Corridor Joint Powers Board (JPB) primarily for Caltrain commuter rail. The Lead is jointly owned by BNSF Railway and Union Pacific Railroad (UPRR). UPRR services the San Francisco rail yard under an existing agreement with JPB by running trains up the mainline during dedicated windows of operation. The Lead and the mainline are illustrated on the attached map. There are no other rail lines servicing the Port of San Francisco.

The FRA RLR Grant Program's goal is to assist projects that improve community livability and promote economic development by addressing the effects of rail traffic on safety, roadway and pedestrian traffic, overall quality of life and local area commerce. The RLR Grant Program will fund the Port of San Francisco Lead Project as well as

THIS PRINT COVERS CALENDAR ITEM NO. 8A

projects in seven other states. The FRA received 51 applications from across the country for the RLR grants and the Port of San Francisco was one of only eight cities and ports to be awarded funding and had the top scoring project nationwide. The grant program requires a 10% match on the part of the Port and these funds have been budgeted as part of the Port's capital project budget.

The Port has two rail-served cargo terminals that will benefit from these improvements. Pier 80 is San Francisco Bay's only breakbulk cargo terminal and Pier 94/96 currently is a dry-bulk cargo terminal. The current condition of the spur track limits the speed, frequency, weight and length of trains that can use the track, causing delays. The improvements will allow freight trains to operate at higher speeds and clear the mainline more quickly, reducing delays to Muni Third Street light rail trains, Caltrain commuter trains and future high-speed rail trains.

After receiving Port Commission authorization to accept and expend the grant funds, next steps in the process will include to 1) seek Board of Supervisors' authorization to accept and expend the funds; 2) complete all necessary environmental review under the National Environmental Policy Act (NEPA), 3) conclude a track usage agreement with UPRR providing the Port of San Francisco with control over the track during the construction period; 4) enter into a grant agreement with the FRA and, if required, to indemnify the FRA for liability associated with the grant funds, as approved by the City Risk Manager and the City Attorney's Office; 5) receive authorization from the Port Commission to issue a Request for Proposals to solicit a contractor to execute the work; and 6) receive Port Commission approval to execute a contract with the contractor.

GENERAL OBJECTIVE

Operations using the rail in its current condition and configuration are inefficient, limiting the speed, frequency, weight and length of trains that make use of the track, and resulting in longer-than-necessary delays at multiple street crossings. The planned rail line improvements will upgrade the track from an "Industrial" lead, with speeds limited to approximately 5 mph, to a "Class 1" track, which will allow for speeds of 10 mph. This upgrade will be achieved by: 1) removing and reconstructing approximately 4,600 feet of existing track with heavy rail and ties; 2) improving or eliminating street running conditions along Rankin Street from its dead end north to Evans Avenue; 3) improving street running conditions along Quint Street from Davidson Avenue to Third Street; and 4) confirming and replacing, as required, utility crossings. A map of the project area is attached (see Exhibit A). The scope of activities of the Project are outlined in the attached Statement of Work (see Exhibit B).

ENVIRONMENTAL AND CLIMATE ISSUES

The San Francisco Planning Department issued a Categorical Exemption for the Project on April 11, 2013 to comply with the California Environmental Quality Act. The Port will be required to obtain NEPA approval prior to entering into the grant agreement with the FRA and commencing the work.

This Project will not change the current track alignment and grade which conforms to existing street grades. The current track has not been impacted by tidal action or storm flooding, however a portion of the track adjacent to Islais Creek is within the current 100

year flood elevation. With projected sea level rise, this part of the track will become more vulnerable to flooding, however given current best guidance, we do not estimate impacts to rail operations and safety until sometime after 2050. Given that raising the track is not compatible with existing street infrastructure, a global solution for this part of the City should be explored as sea level rise guidance is better understood.

PORT COMMISSION ACTION

Through the attached resolution, staff seeks Port Commission authorization to accept and expend \$2,970,000 grant funds from the Federal Railroad Administration to rebuild the Quint Street Lead Track; to enter into a grant agreement with the Federal Railroad Administration and, if required, to indemnify the Federal Railroad Administration for liability associated with the grant funds, as approved by the City Risk Manager and the City Attorney's Office; and to seek Board of Supervisors' authorization to accept and expend the grant funds.

Prepared by: Jim Maloney, Maritime Marketing Manager
For: Peter Dailey, Deputy Director, Maritime

Exhibits:

- A - Map of Project Area
- B - Statement of Work

PORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 13-40

WHEREAS, Port of San Francisco staff has applied for and was awarded a \$2,970,000 grant from the Federal Railroad Administration (FRA) to rebuild the Quint Street Lead Track (Lead); and

WHEREAS, The FRA's Rail Line Relocation and Improvement (RLR) Grant Program's goal is to assist projects that improve community livability and promote economic development by addressing the effects of rail traffic on safety, roadway and pedestrian traffic, overall quality of life and local area commerce; and

WHEREAS, The Lead is an approximately nine-tenths of a mile long freight rail spur track connecting the Peninsula corridor mainline with the Port of San Francisco cargo terminals and rail yard; and

WHEREAS, The current condition of the Lead limits the speed, frequency, weight and length of trains that can use the track, causing delays; and

WHEREAS, The improvements will allow freight trains to operate at higher speeds and clear the mainline more quickly, reducing delays to Caltrain commuter trains and future high-speed rail trains; and

WHEREAS, The Port has two rail-served cargo terminals that will benefit from these improvements including Pier 80, San Francisco Bay's only breakbulk cargo terminal, and the Pier 94/96 dry-bulk cargo terminal; and

WHEREAS, The Lead rebuilding project was reviewed by the San Francisco Planning Department and received a Categorical Exemption on April 11, 2013 to comply with the California Environmental Quality Act (CEQA), and is currently undergoing environmental review under the National Environmental Policy Act (NEPA); now, therefore, be it

RESOLVED, That the Port Commission hereby authorizes the Executive Director to accept and expend \$2,970,000 in grant funds from the U.S. Department of Transportation's Federal Railroad Administration and to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary to secure the aforementioned grant funds; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director to enter into a grant agreement with the Federal Railroad Administration and, if required, to indemnify the Federal Railroad Administration for liability associated with the grant funds, as approved by the City Risk Manager and the City Attorney's Office, subject to completion of any required environmental review under NEPA; and be it further

RESOLVED, That the Port Commission authorizes the Executive Director to seek Board of Supervisors' authorization to accept and expend the grant funds.

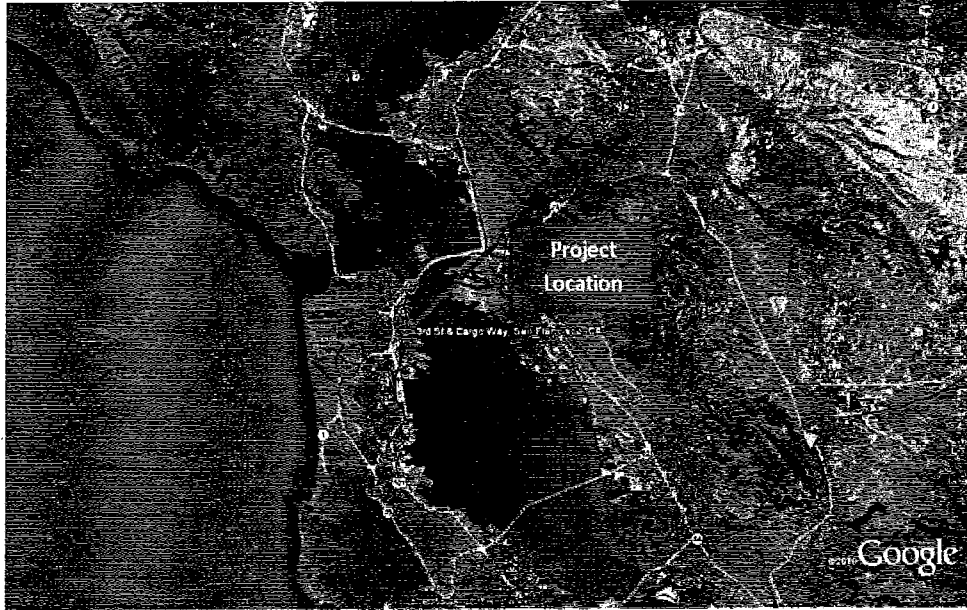
I hereby authorize that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of October 8, 2013.

Secretary

EXHIBIT A

MAP OF PROJECT AREA

Quint Street Lead Improvement Project



1. Project Location



2. Project Aerial Photo - Overall

EXHIBIT B

STATEMENT OF WORK

QUINT STREET LEAD IMPROVEMENT PROJECT

I. BACKGROUND

The Quint Street Lead (Lead) is an approximately nine-tenths of a mile long freight rail spur track connecting the mainline, owned and operated by the Peninsula Corridor Joint Powers Board (JPB) primarily for Caltrain commuter rail, with the Port of San Francisco cargo terminals and rail yard, located on the south side of Islais Creek, just east of Third Street, in San Francisco. The Lead is track jointly owned by BNSF Railway and Union Pacific (UPRR). UPRR services the Port of San Francisco rail yard under an existing agreement with JPB by running trains up the mainline during dedicated windows of operation. There are no other rail lines servicing the Port of San Francisco.

Operations using the rail in its current condition and configuration are inefficient, limiting the speed, frequency, weight and length of trains that make use of the track, and resulting in longer-than-necessary delays at multiple street crossings. The planned improvement will increase capacity of the Lead by raising the class of the track from "Industrial" to "Class 1", and would plan for future improvements of the signal system.

II. GENERAL OBJECTIVE

Improve efficiency and safety of the Quint Street Lead including raising the class of the track from "Industrial" to "Class 1", reducing delays on City streets, and reducing risk of delays on the JPB mainline to Caltrain commuter rail service.

III. SCOPE OF ACTIVITIES

a. Geographical and Physical Boundaries:

The Lead is approximately nine-tenths of a mile in length, beginning at the existing switch on the JPB mainline, approximately 100 feet north of Oakdale Avenue Overcrossing, and ending on the east side of the Third Street Grade Crossing, where it enters Port property. From the switch, the track crosses Quint Street at grade, Jerrold Avenue at grade, enters and travels along Rankin Street (where Rankin dead ends at the mainline) for approximately 800 feet, crosses Evans Avenue at grade, travels 450 feet along a dedicated city block fenced right-of-way (ROW), crosses Davidson Street at grade, and enters Quint Street and continues down the center of the street for approximately 850 feet to Arthur Avenue before crossing Third Street at grade. The typical ROW is 30 feet wide. Where the Lead is in the street, the Project may impact the entire street section from curb to curb.

b. Description of Work:

The planned rail line improvements will upgrade the track from an "Industrial" lead, with speeds limited to approximately 5 mph, to a "Class 1" track, which will allow for speeds of 10 mph. This

upgrade will be achieved by: 1) removing and reconstructing approximately 3,300 feet of existing track with heavy rail and ties (from just south of Jerrold Ave to west of Third Street; 2) improving or eliminating street running conditions along Rankin Street from dead end to Evans Avenue; 3) improving street running conditions along Quint Street from Davidson Avenue to Third Street; and 4) confirming and replacing, as required, utility crossings for Cooper E80 loading.

Due to the alignment of the track running through established roadways, adjacent to businesses, fences on property lines and other miscellaneous infrastructure, the Port proposes to reconstruct the track in its current alignment. Lead track removal and reconstruction is expected to total 3,300 linear feet and include approximately 1,200 feet of ballast track section, 250 feet of grade crossing section, and 1,850 feet of street running section. Reconstruction will include: new 136-pound continuous welded rail (CWR); new concrete ties at 2-foot centers with fasteners as required; 50% replacement of existing ballast rock; removal and repaving of approximately 100,000 square feet of existing asphalt; and removal and off-haul of all existing rail, steel other track material (OTM), wood ties, turnout components and broken asphalt, all for legal disposal and salvage.

UPRR and BNSF jointly own the lead. The Port will negotiate a track usage agreement (Track Agreement) with UPRR for purposes of construction of the Project. Ownership, maintenance, and operation of the Lead will continue to reside with UPRR / BNSF.

Project Phases and Tasks

Phase 1 Preliminary Design: Complete investigations, conceptual engineering and cost estimates as required to define the scope of the Project.

1. Project Scope - Draft
2. Initial Study
3. Project Scope – Final
4. 10% Concept Plan

Phase 2 Entitlements: Negotiate and secure all required approvals for the Project. All approvals must be in place prior to advertising for Construction Bid.

1. UPRR Track Agreement
2. Federal Railroad Administration (FRA)
3. California Public Utilities Commission (CPUC) – Grade crossings
4. NEPA (Categorical Exclusion, complete prior to 30% design and execution of grant agreement)
5. CEQA (Categorical Exemption, issued April 11, 2013)
6. SF Department of Public Works – Encroachment Permit
7. SF Port Commission – Approval of Track Agreement, Design and Authorization to Advertise for Bid

Phase 3 Final Design: All work necessary to complete Engineering, Plans, Specifications, and Cost Estimating.

1. 30% Plans – UPRR Submittal
2. 65% Plans – Internal Review Only
3. Complete Plans – UPRR Submittal
4. Exhibit “A” – UPRR Submittal
5. Final Plans - Bid

Phase 4 Bid/Award: Advertise and Award the Construction Contract

1. Advertise
2. Award

Phase 5 Construction: Construction of the Project

1. Notice to Proceed
2. Substantial Completion
3. Final Completion

c. Deliverables

The deliverables associated with the FRA grant agreement are listed below. The Port will achieve these deliverables to be authorized for funding of Project components and for the Project to be considered complete.

#	Deliverable Name
1	10% Concept Plan (UPRR Submittal)
2	SF Port Commission Resolution – Approval of UPRR Track Agreement for Construction
3	SF Port Commission Resolution – Approval and Advertise for Bid (includes all Entitlements)
4	Complete Plans (UPRR Submittal)
5	Final Plans - Bid
6	SF Port Commission Resolution – Award Construction Contract
7	Construction – Monthly Status Report
8	Construction – Final Completion Report

IV. PROJECT SCHEDULE

The period of performance for all work will be approximately 32 months, from April 2012 to January 2015.

Preliminary Design.....	thru July, 2013
Entitlements.....	thru November, 2013
Final Design.....	August 2013 to January 2014
Bid/Award.....	February 2014 to May 2014
Construction.....	June 2014 to January 2015

V. PROJECT ESTIMATE/BUDGET

The total estimated cost of the Project is \$3,300,000, for which the FRA grant will contribute 90% of the total cost, not to exceed \$2,970,000. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the Port.

a. Project Cost Details

Project Cost by Task		
Task #	Major Task Name	Total Cost
1.0	Preliminary Design	\$ 70,000
2.0	Entitlements	\$ 50,000
3.0	Final Design	\$ 230,000
4.0	Bid/Award	\$ 30,000
5.0	Construction	\$ 2,920,000
TOTAL		\$3,300,000



U.S. Department
of Transportation
**Federal Railroad
Administration**

DRAFT

Grant/Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS Port of San Francisco 1 Pier Ste O San Francisco, CA 94111-2028		2. AGREEMENT NUMBER: FR-LRI-0064-14-01-00	3. AMENDMENT NO. 0										
1A. IRS/VENDOR NO. 941705778 1B. DUNS NO. 001360213		4. PROJECT PERFORMANCE PERIOD: FROM 04/01/2012 TO 07/31/2015 5. FEDERAL FUNDING PERIOD: FROM 04/01/2012 TO 07/31/2015											
7. CFDA#: 20.320		6. ACTION New											
8. PROJECT TITLE Quint Street Lead Improvement Project		9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS 0.00											
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF: Special Provisions, Attachment 1; General Provisions, Attachment 2; Statement of Work, Attachment 3 FRA Quarterly Progress Report, Attachment 4		10. AMOUNT OF THIS AGREEMENT OR AMENDMENT 2,970,000.00 11. TOTAL AGREEMENT AMOUNT 2,970,000.00											
13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2008, Public Law 110-161 (December 26, 2007)													
14. REMARKS													
GRANTEE ACCEPTANCE		AGENCY APPROVAL											
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL											
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE										
AGENCY USE ONLY													
19. OBJECT CLASS CODE: 41010		20. ORGANIZATION CODE: 9013000000											
21. ACCOUNTING CLASSIFICATION CODES <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">DOCUMENT NUMBER</td> <td style="width: 25%;">FUND</td> <td style="width: 25%;">BY</td> <td style="width: 25%;">BPAC</td> <td style="width: 20%;">AMOUNT</td> </tr> <tr> <td>FR-LRI-0064-14-01-00</td> <td>27X0716000</td> <td>2014</td> <td>8801102BD0</td> <td style="text-align: right;">2,970,000.00</td> </tr> </table>				DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT	FR-LRI-0064-14-01-00	27X0716000	2014	8801102BD0	2,970,000.00
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT									
FR-LRI-0064-14-01-00	27X0716000	2014	8801102BD0	2,970,000.00									



Special Provisions, Attachment 1

1. Identification of Awarding Agency and Grantee:

The Grantee and the Administrator of the FRA, acting by delegation from the Secretary of Transportation, have entered into this Cooperative Agreement ("Agreement") to conduct and fund this project, as more specifically set forth in the Statement of Work, Attachment 3, attached hereto and made a part hereof ("the Project").

2. Scope:

The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work (Attachment 3), and in accordance with the representations, certifications and assurances set forth in the Grantee's application(s), and any amendments thereto ("Application"), incorporated herein by reference and made a part hereof.

3. Awarding Agency Participation:

The FRA will provide, on an "as available" basis, one professional staff person, to be designated as the Grant Manager, to review work or work products in progress, and arrange for the review of the Project results upon completion. If this award is made as a cooperative agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate in Project activities.

4. Term:

Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the period described in Section 4 of the Grant/Cooperative Agreement. This time frame includes the period for both completion of the Project, and completion and submission of a final report on Project results, as described in Section 11 and/or other deliverables as agreed to between the parties.

5. Total Project Cost; Cost-Sharing Responsibility:

- a. The total estimated cost of the Project is \$3,300,000.00.
- b. FRA funding assistance is limited to 90% of the estimated cost for completing the Project or \$2,970,000.00, whichever is less. Costs for completing the Project in excess of the amounts set forth in this section will be the responsibility of the Grantee.
- c. Grantee funding assistance shall not be less than 10% of the total cost of the Project. Consequently, of the amount specified in subparagraph (a) of this section, Grantee funding is not to be less than \$330,000.00. The Grantee may provide its funding assistance under this subsection from permissible non-Grantee sources.
- d. When requesting payment, the Grantee must identify: (1) the total amount of costs; (2) Grantee funding assistance applied to the Project; and (3) the balance of Federal assistance dollars requested for payment.
- e. Funding responsibility for the Project under this Agreement is recapped as follows:

FRA Funding Assistance	+	Grantee Cash Contribution	+	Grantee In-Kind Contribution Total	=	Total Project Funding
\$2,970,000.00	+	\$330,000.00	+	\$0	=	\$3,300,000.00

6. Program Income:

a. The Grantee is encouraged to earn income to defray Project costs. Unless prohibited by 49 C.F.R. Part 18.25 or 49 C.F.R. Part 19.24, as applicable, or otherwise agreed to in writing to by FRA and the Grantee, any program income derived from the Project shall be committed under this Agreement to further eligible objectives of the Project.

b. Program income shall be proportionally deducted from Project outlays, which shall include both the Federal and non-Federal shares of Project costs, as applicable.

7. Payment Method:

Payment of FRA funding through FRA’s Office of Financial Services, shall be made on a reimbursable basis whereby the Grantee will be reimbursed, after the submission of proper invoices, for actual expenses incurred.

The Grantee will use the Automated Clearing House (ACH) Electronic Vendor Payment method for transfer of reimbursed funds and submit either a SF-270 or SF-271 form. Requests for reimbursement must be made through the Department of Transportation’s Delphi eInvoicing System. Information on the Delphi eInvoicing System can be found at: <http://www.dot.gov/cfo/delphi-einvoicing-system.html>.

To obtain access to the Delphi eInvoicing System, please contact your grant Administrative Officer or Grant Manager.

8. Reports, Presentations and Other Deliverables:

Whether for technical examination, administrative review, or publication, all submittals shall be of a professional quality and suitable for their intended purpose.

9. Progress Reports:

Four quarterly progress reports following the form of Attachment 4 shall be submitted for periods: January 1- March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Grantee shall furnish one (1) copy to the Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- a) Relate the state of completion of items in the Statement of Work to expenditures of the relevant budget elements.
- b) An account of significant progress (findings, events, trends, etc.) made during the reporting period.

c) A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in the Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FRA, or a statement that no problems were encountered.

d) An outline of work and activities planned for the next reporting period.

10. Quarterly Federal Financial Report:

The Grantee shall submit the Federal Financial Report (SF-425) on a quarterly basis throughout the lifecycle of the grant. Reports are due 30 days from the close of the calendar quarter and should be submitted online through GrantSolutions. Reports should be submitted in accordance with the form's instructions, requiring reporting of all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income. The final SF-425 is due within 90 days after the end of the award period, but may be submitted as soon as all outstanding expenditures have been completed.

11. Interim and/or Final Report(s):

If required, interim reports will be due at intervals specified in the Statement of Work. Within 90 days of the Project completion date or termination by FRA, the Grantee shall furnish one (1) hard copy and one (1) reproducible master original to the Grant Manager, and one (1) hard copy to the FRA Administrative Officer of a Summary Project Report. A final version of this report, detailing the results and benefits of the Grantee's improvement efforts, shall be furnished by the expiration date of this Agreement.

12. Administrative Responsibility:

Jennifer Capps, Office of Financial Management, is designated as FRA's Administrative Officer for this Project. All FRA administrative duties under this Agreement are to be performed by the Administrative Officer, unless otherwise specified.

13. Grant Manager:

a. Mariam Ouhamou, Office of Railroad Policy and Development, is designated as FRA's Grant Manager. The Grant Manager will oversee the technical administration of this Agreement and act as technical liaison with the Grantee. The Grant Manager is not authorized to change the Statement of Work or specifications as stated in this Agreement, to make any commitments or otherwise obligate the FRA, or authorize any changes which affect this Agreement's monetary amount, the delivery schedule, period of performance or other terms or conditions.

b. The FRA official authorized to sign this Agreement is the only individual who can legally commit or obligate FRA for the expenditure of public funds. The technical administration of this Agreement shall not be construed to authorize the revision of the terms and conditions of this Agreement.

14. Delivery/Mailing Addresses:

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Grant Manager under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
Office of Railroad Policy and Development
1200 New Jersey Avenue, SE (Mail Stop 20)
Washington, DC 20590
ATTN: Mariam Ouhamou

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Administrative Officer under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
Office of Financial Management
1200 New Jersey Avenue, SE (Mail Stop 45)
Washington, DC 20590
ATTN: Jennifer Capps

15. Governing Regulations:

The Grantee acknowledges that its performance shall be governed by and in compliance with the following Administrative and Cost Principles:

For State, Local and/or Tribal Governmental Entities:

- 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- OMB Circular A-87, "Cost Principles for State and Local Governments," as amended.

For non-profit and for-profit:

- 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (applies to non-profit and for-profit organizations)
- OMB Circular A- 21, "Cost Principles for Educational Institutions" (applies to educational institutions)
- OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)
- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

These identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

16. Buy American:

The Grantee agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 412 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2009 (Division I of Public Law 111-8 (March 11, 2009)). As required by Section 413 of the appropriations act, the Grantee represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

General Provisions, Attachment 2

1. Definitions. As used in this Agreement:

- a. **Agreement** means this Grant Agreement or Cooperative Agreement, including all attachments.
- b. **Application** means the signed and dated proposal by or on behalf of the Grantee, as may be amended, for Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents heretofore filed with and accepted or approved by FRA.
- c. **Approved Project Budget** means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project, the items to be deducted from such total in order to calculate the estimated net Project cost, the maximum amount of Federal assistance for which the Grantee is currently eligible, the specific items (including contingencies specified) for which the total may be spent, and the estimated cost of each of such items. The term "Approved Project Budget" also includes "Financial Plan" as used in 49 C.F.R. Part 19.
- d. **Awarding Agency** means (1) with respect to a grant, the Federal agency, and (2) with respect to a subgrant, the party that awarded the subgrant. In the case of a Federal Agency, the term "Awarding Agency" also includes "Federal Awarding Agency" as used in 49 C.F.R. Part 19.
- e. **Federal Railroad Administration** is an operating administration of the U.S. Department of Transportation.
- f. **Federal Government** means the United States of America and any executive department or agency thereof.
- g. **Grantee** means any entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project.
- h. **Project** means the task or set of tasks set forth in the approved Application which the Grantee carries out pursuant to this Agreement, as set forth in the Statement of Work (Attachment 3).
- i. **Subgrantee** means any entity that receives FRA assistance from an FRA Grantee, rather than from FRA directly. The term "subgrantee" does not include "third party contractor."
- j. **U.S. DOT** means the U.S. Department of Transportation, including its operating administrations.

2. Accomplishment of the Project:**a. General Requirements:**

The Grantee agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, grant guidance, the Application, the Approved Project Budget, the Statement of Work, Project schedules, and all applicable laws, regulations, and published policies. This includes, but is not limited to the following, as applicable:

- 1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to Projects with governmental bodies.
- 2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19,

applies to Projects with institutions of higher education and private nonprofit organizations. 49 C.F.R. Part 19 also applies to grants and cooperative agreements with private for-profit organizations.

b. Application of Federal, State, and Local Laws and Regulations.

1) **Federal Laws and Regulations.** The Grantee understands that Federal laws, regulations, policies, and related administrative practices to this Agreement on the date the Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Grantee agrees to include in all sub-assistance agreements and third party contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2) **State or Territorial Law and Local Law.** Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project as soon as possible.

c. Funds of the Grantee. Unless approved otherwise by FRA, the Grantee agrees to complete all actions necessary to provide the matching contributory funds or cost share of the Project costs, if applicable, at or before the time that such funds are needed to meet Project expenses.

d. Changed Conditions of Performance (Including Litigation). The Grantee agrees to notify FRA immediately of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to notify FRA immediately of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA; this proviso applies to any type of litigation whatsoever, in any forum.

e. No FRA Obligations to Third Parties. Absent FRA's express written consent, and notwithstanding any concurrence by FRA in or approval of the award of any contract of the Grantee (third party contract) or subcontract of the Grantee (third party subcontract) or the solicitation thereof, FRA shall not be subject to any obligations or liabilities to third party contractors or third party subcontractors or any other person not a party to this Agreement in connection with the performance of the Project.

3. Ethics:

a. Standards of Conduct. The Grantee agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or

subgrantees. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by contractors or subgrantees or their agents.

1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a) The employee, officer, board member, or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization that employs, or is about to employ, any of the above.

2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

b. **Existing Provisions.** This section does not require the Grantee to implement a new code or standards of conduct where a State statute, or written code or standards of conduct, already effectively covers all of the elements of a.

4. **Approved Project Budget:**

The Grantee agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Grantee shall secure prior to being reimbursed under this Agreement. If the Approved Project Budget is included in this Agreement as Attachment 3, execution of the Agreement shall constitute such written approval. The Grantee agrees to obtain the prior written approval of FRA's Associate Administrator for Railroad Development or the Associate Administrator for Policy and Railroad Safety, as applicable, for any revisions to the Approved Project Budget that equal or exceed 10 percent any line item or pertain to a line item involving contingency or miscellaneous costs. For revisions to the Approved Project Budget that are less than 10 percent of any line item, and do not involve contingency or miscellaneous costs, the Grantee agrees to notify FRA of the revisions to the Approved Project Budget. Any revisions to the Approved Project Budget must not affect total project costs or the respective cost-sharing responsibilities set forth in Attachment 1, Section 5.

5. **Accounting Records:**

a. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable.

b. **Funds Received or Made Available for the Project.** Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.21, as amended, whichever is applicable, the Grantee agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FRA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Grantee is encouraged to use financial institutions

owned at least 50 percent by minority group members.

c. Documentation of Project Costs and Program Income. All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee also agrees to maintain accurate records of all Program Income derived from Project implementation.

d. Checks, Orders, and Vouchers. The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

6. Record Retention:

a. Submission of Proceedings, Contracts and Other Documents. During the course of the Project and for three years thereafter, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. Reporting and record-keeping requirements are set forth in-

- 1) 49 C.F.R. Part 18 for governmental Grantees; and
- 2) 49 C.F.R. Part 19 for private non-profit and for-profit Grantees.

Project closeout does not alter these requirements.

b. Audit and Inspection.

1) General Audit Requirements. A Grantee that is:

a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.

b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto.

c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

The Grantee agrees to obtain any other audits required by FRA. Project closeout will not alter the Grantee's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

2) Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors pertaining to the Project. The Grantee agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation

and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

7. Payments:

a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal share of allowable costs shall be made to FRA via the Department of Transportation's Delphi eInvoicing System, and will be acted upon by FRA as set forth in this section. Information on the Delphi eInvoicing System can be found in Section 7 of Attachment 1, Special Provisions. Each payment made to the Grantee must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Grantee must:

1) Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Grantee required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

a) to refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

b) to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FRA.

2) Have submitted to FRA all financial and progress reports required to date under this Agreement; and

3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Payment by FRA.

1) Reimbursement Payment by FRA. FRA uses the reimbursement method, whereby the Grantee agrees to:

a. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FRA; and

b. Complete and submit Standard Form 270, "Request for Advance or Reimbursement," to FRA.

2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, or if requested by the Grantee, by issuance of a treasury check (allow 30 day processing time for issuance of check), provided the Grantee: (i) is complying with its obligations under this Agreement, (ii) has satisfied FRA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of FRA's share of the total Project funding.

3) Other Payment Information.

a. The Grantee agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FRA" requirements of this Agreement.

b. If the Grantee fails to adhere to the foregoing "Payment by FRA" requirements of this Agreement, FRA may revoke the portion of the Grantee's funds that has not been expended.

c. **Allowable Costs.** The Grantee's expenditures will be reimbursed only if they meet all requirements set forth below:

1) Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other terms of this Agreement;

2) Be necessary in order to accomplish the Project;

3) Be reasonable for the goods or services purchased;

4) Be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

5) Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FRA to the contrary is received in writing;

6) Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

a. For Grantees that are governmental organizations, the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;

b. For Grantees that are institutions of higher education, the standards of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;

c. For Grantees that are private nonprofit organizations, the standards of OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply; and

d. For Grantees that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7) Be satisfactorily documented; and

8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subgrantees and contractors.

d. **Disallowed Costs.** In determining the amount of Federal assistance FRA will provide, FRA will exclude:

1) Any Project costs incurred by the Grantee before the obligation date of this Agreement, or amendment or modification thereof, whichever is later; unless specifically allowed by this Agreement, otherwise permitted by Federal law or regulation, or unless an authorized representative of FRA states in writing to the contrary;

2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and

3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under the "Payment by FRA," part of this Agreement does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal funds requested, FRA will notify the Grantee stating the reasons therefore. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA, bond interest and other financing costs are allowable.

f. Requirement to Remit Interest. The Grantee agrees that:

1) Any interest earned by the Grantee on FRA funds must be remitted to FRA, except as provided by 31 U.S.C. § 6503, or the Indian Self-Determination Act, 25 U.S.C. § 450 et seq., and any regulations thereunder that may be issued by the U.S. Secretary of the Treasury.

2) Irrespective of whether the Grantee has deposited funds in an interest-bearing account, the Grantee agrees to pay to FRA interest on any FRA funds that the Grantee has drawn down and failed to spend for eligible Project activities. Unless waived by FRA, interest will be calculated at rates imposed by the U.S. Secretary of the Treasury, beginning on the fourth day after the funds were deposited in the Grantee's bank or other financial depository. This requirement does not apply to any Grantee that is a state, state instrumentality, or Indian Tribal Government, except as permitted under applicable state law and by regulations that may be issued by the U.S. Secretary of the Treasury.

3) Upon notice by FRA to the Grantee of specific amounts due, the Grantee agrees to promptly remit to FRA any excess payment of amounts or disallowed costs, including any interest due thereon.

g. De-obligation of Funds. FRA reserves the right to de-obligate unspent FRA funds prior to Project closeout.

8. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following conditions apply to property, equipment, and supplies financed under this Agreement:

a. Use of Property. The Grantee agrees that Project property, equipment, and supplies shall be used for the provision of the Project activity for the duration of its useful life, as determined by FRA. Should the Grantee unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Grantee agrees that FRA may require the Grantee to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Grantee further agrees to

notify FRA immediately when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the Grantee in its Application or the text of the Project description.

b. General Federal Requirements.

1) a Grantee that is a governmental entity agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

2) a Grantee that is not a governmental entity agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements of 49 C.F.R. §§ 18.31, 18.32, and 18.33, and 49 C.F.R. §§ 19.30 through 19.37 inclusive, must be specifically approved by FRA.

c. Maintenance. The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.

d. Records. The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.

e. Transfer of Project Property. The Grantee agrees that FRA may:

1) require the Grantee to transfer title to any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as permitted by 49 C.F.R. § 18.32(g) or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

2) direct the disposition of property or equipment financed with FRA assistance made available under this Agreement, as set forth by 49 C.F.R. §§ 18.31 and 18.32 or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

f. Withdrawn Property. If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32 for a Grantee that is a governmental entity, or 49 C.F.R. §§ 19.30 through 19.37 inclusive, for a Grantee that is an institution of higher education or a private organization.

g. Encumbrance of Project Property. Unless expressly authorized in writing by FRA, the Grantee agrees to refrain from:

1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any Project property or equipment; or

2) Obligating itself in any manner to any third party with respect to Project property or equipment.

The Grantee agrees to refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or

equipment.

9. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

10. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition Project.

11. Procurement:

a. Federal Standards. The Grantee agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.

b. Cargo Preference -- Use of United States-Flag Vessels. Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R. Part 381, the Grantee shall insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

2) express the said amount as a percentage of the total costs of the planned acquisition.

d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

e. Notification of Third Party Contract Disputes or Breaches. The Grantee agrees to notify FRA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Grantee seeks to name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA before doing so. This proviso applies to any type of litigation whatsoever, in any forum.

f. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

1) The Grantee agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses, and (b) 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 activities funded through this Agreement.

2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee 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 Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) 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 Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.

3) The Grantee must provide FRA a plan for incorporating the above best practice into its implementation of the Project within 30 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

12. Metric System:

The Grantee agrees to use the metric system of measurement in its Project activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

13. Patent Rights:

- a. If any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify FRA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- b. If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.
- c. The Grantee agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

14. Rights in Data and Copyrights:

- a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.
- b. The following restrictions apply to all subject data first produced in the performance of this Agreement:
 - 1) Except for its own internal use, the Grantee may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.
 - 2) As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - b) Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.

c. When FRA provides assistance to a Grantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, the Grantee understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.

d. To the extent permitted by State law, the Grantee agrees to indemnify, save and hold harmless FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Grantee shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.

e. Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.

f. The requirements of this section of this Agreement do not apply to material furnished to the Grantee by FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

g. Unless FRA determines otherwise, the Grantee agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

15. Acknowledgment of Support and Disclaimer:

a. An acknowledgment of FRA support and a disclaimer must appear in any grantee publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated ." (Fill-in appropriate identification of grant/cooperative agreement)

b. All grantee publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

c. The Grantee agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FRA identifying the Project and indicating that FRA is participating in the development of the Project.

16. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to FRA's Grant Manager, clearly referenced with the appropriate identifying information.

17. Site Visits:

FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA on the premises of the Grantee, subgrantee, contractor, or subcontractor under this Agreement, the Grantee shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Grantee, subgrantee, contractor, or subcontractor.

18. Safety Oversight:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

19. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

20. Americans With Disabilities Act:

The Grantee agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

21. Environmental Protection:

a. All facilities that will be used to perform work under this Agreement shall not be so used unless

the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

b. The Grantee will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Grantee certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The Grantee will notify the Administrator as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The Grantee will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the Grantee upon the receipt of a communication from the EPA concerning the matters set forth herein.

c. The Grantee may not expend any of the funds provided in this agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f))(NHPA), and related laws and regulations have been completed and the FRA has provided the Grantee with a written notice authorizing the Grantee to proceed.

d. The Grantee shall assist the FRA in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this agreement, the Grantee may be required to conduct certain environmental analyses and to prepare and submit to the FRA draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

e. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Grantee without the prior written concurrence of FRA. The Grantee shall assist the FRA in complying with the requirements of 49 U.S.C. §303(c).

f. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. '4321 note, except to the extent that the FRA determines otherwise in writing.

22. Project Completion, Audit, Settlement, and Closeout:

a. **Project Completion.** Within 90 days of the Project completion date or termination by FRA, the Grantee agrees to submit a final Federal Financial Report (Standard Form 425), a certification or summary of Project expenses, and third party audit reports, as applicable.

b. **Audits.** Each governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto. Each non-governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 19.26 and OMB Circular A-133 or any revision or supplement thereto.

c. **Remittance of Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee agrees to promptly remit that excess and interest as may be required by the "Payment by FRA" section of this Attachment.

d. **Project Closeout.** Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FRA notifies the Grantee and forwards the final Federal assistance payment, or when FRA acknowledges the Grantee's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement or by the FRA's final notification or acknowledgment.

23. Right of FRA to Terminate:

a. Upon written notice, the Grantee agrees that FRA may suspend or terminate all or part of the financial assistance provided herein if the Grantee has violated the terms of this Agreement, or if FRA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FRA to terminate this Agreement.

b. In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Grantee and concurred in by FRA before the termination date, to the extent those obligations cannot be canceled. However, if FRA determines that the Grantee has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FRA reserves the right to require the Grantee to refund the entire amount of FRA funds provided under this Agreement or any lesser amount as may be determined by FRA.

c. Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

24. Transparency Act Requirements—Reporting Subawards and Executive Compensation (Does not Apply to American Recovery and Reinvestment Act Funds):

The Grantee will insert the following clause in all first-tier subgrants of \$25,000 or more--

a. Reporting of First-Tier Subawards.

1) Applicability. Unless you are exempt as provided in paragraph d. of this section, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection e. of this section).

2) Where and when to report.

a. You must report each obligating action described in subsection a.1. of this section to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2) Where and when to report. You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1) Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this section:

1) Entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. — .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

25. Entire Agreement:

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

26. Grant Amendments:

Modifications to this Agreement may be made only in writing, signed by the each party's authorized representative, and specifically referred to as a modification to this Agreement.

27. Flow Down Provisions:

The Grantee shall include provisions to carry out the purposes of this Agreement in all contracts or grant agreements with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor or grantee as required.

28. Successors and Assignees:

This Agreement may not be assigned without the express prior written consent of the other party.

29. Execution:

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

30. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

AWARD ATTACHMENTS

Port of San Francisco

FR-LRI-0064-14-01-00

1. Statement of Work, Attachment 3
2. FRA Quarterly Progress Report, Attachment 4

ATTACHMENT 3

STATEMENT OF WORK

QUINT STREET LEAD IMPROVEMENT PROJECT

I. BACKGROUND

The Quint Street Lead ("Lead") is an approximately nine tenths of a mile long freight rail spur track connecting the Main Line which is owned and operated by the Peninsula Joint Powers Board (JPB) primarily for CALTRAIN commuter rail with the Port of San Francisco cargo terminals and San Francisco rail yard, located on the south side of Islais Creek, just east of 3rd Street, in San Francisco. The Lead is 'orphan' track jointly owned by BNSF Railway Co. (BNSF) and Union Pacific Railroad (UPRR). UPRR services the San Francisco Rail Yard under an existing agreement with JPB by running trains up the Main Line during dedicated windows of opportunity. BNSF does not operate over the Lead. There are no other rail lines servicing the Port of San Francisco.

Operations using the rail in its current condition and configuration are inefficient, limiting the frequency, weight and length of trains that make use of the track, and resulting in longer-than-necessary delays at multiple street crossings. This grant will fund the improvements to increase capacity of the Lead by raising the class of the track from "Industrial" to "Class 1", and includes engineering for future improvements of the signal system (Project).

II. GENERAL OBJECTIVE

Through this Cooperative Agreement (Agreement) this Project will improve efficiency and safety of the Lead by raising the class of the track from "Industrial" to "Class 1." The Project will also improve traffic flow and safety by reducing delays on City streets that are blocked while freight trains access the Lead and reduce risk of delays on the JPB Main Line CALTRAIN commuter rail service.

III. SCOPE OF ACTIVITIES

a. Geographical and Physical Boundaries:

The Lead is approximately 0.9 mile in length, beginning at the existing switch on the JPB Main Line, approximately 100 feet north of Oakdale Avenue Overcrossing, and ending on the east side of the Third Street Grade Crossing, where it enters Port property. From the switch, the track crosses Quint Street at grade, Jerrold Avenue at grade, enters and travels along Rankin Street (where Rankin dead ends at the Main Line) for approximately 800 feet, crosses Evans Avenue at grade, travels 450 feet along a dedicated city block fenced right-of-way (ROW), crosses Davidson Street at grade, and enters Quint Street and continues down the center of the street for approximately 850 feet to Arthur Avenue before crossing Third Street at grade. The typical ROW is 30 feet wide. Where the Lead is in the street, the Project may impact the entire street section from curb to curb.

b. Description of Work:

Through this grant the Port of San Francisco (Port or Grantee) will upgrade the Lead track from an industrial lead, with speeds limited to approximately 5 mph, to a Class 1 track, which will allow for speeds of 10 mph. This upgrade will be achieved by: 1) removing and reconstructing approximately 3,300 feet of existing track with heavy rail and ties (from just north of Jerrold Ave to west of 3rd

Street; 2) improving or eliminating street running conditions along Rankin Street from dead end to Evans Avenue; 3) improving street running conditions along Quint Street from Davidson Avenue to Third Street; and 4) confirm and replace, as required, utility crossings for cooper E80 loading.

In addition, during Project design, the Grantee will also complete engineering design for (a) replacing a manual switch on the Main Line with an electronic switch (expected to be a future project); (b) installing conduits for future communication among the signal systems from the main line switch to the Third Street crossing; and (c) reducing grade and upgrading the track from the Main Line switch to just south of Jerrold Avenue crossing, approximately 1,300 feet of straight ballasted section in good condition (after closure of Quint Street by a separate project, see below).

A CALTRAIN project to replace the Main Line overcrossing of Quint Street, adjacent to the Lead, is currently in preliminary design with completion scheduled for 2016. This overcrossing project is not funded from this Agreement. The favored alternative is to permanently close Quint Street and construct a berm in lieu of a new bridge. Closure of Quint Street will eliminate the existing Quint Street grade crossing, thereby eliminating a vertical geometric constraint and creating an opportunity to reduce the grade of the climb up to the elevated Main Line switch, a significant improvement to operations and safety. The Port will continue to coordinate with CALTRAIN and the San Francisco County Transportation Authority (SFCTA), the lead agencies on the Quint Street Bridge Replacement Project, during design of this Project while planning for a future project to alter the grade once the berm project is complete.

Due to the alignment of the track running through established roadways, adjacent to businesses, fences on property lines and other miscellaneous infrastructure, the Port will reconstruct the track in its current alignment. Lead track removal and reconstruction is expected to total 3,300 linear feet and include approximately 1,200 feet of ballast track section, 250 feet of grade crossing section, and 1,850 feet of street running section. Reconstruction will include: new 136-pound continuous welded rail (CWR); new concrete ties at 2-foot centers with fasteners as required; 50% replacement of existing ballast rock; removal and repaving of approximately 100,000 square feet of existing asphalt; and removal and off-haul of all existing rail, steel other track material (OTM), wood ties, turnout components and broken asphalt, all for legal disposal and salvage.

UPRR and BNSF jointly own the lead. The Port will negotiate an agreement including a track lease for purposes of construction. Ownership, maintenance, and operation of the Lead will continue be the responsibility of UPRR and BNSF.

The Quint Street Lead Improvement Project will be delivered using the Design/Bid/Build method. Phases of the Project are Preliminary Design, Entitlements, Final Design, Bid/Award, and Construction. The Port of San Francisco is the lead Agency for the Project. Project Management will be provided by Port staff using a single Project Manager from the Engineering Division working under the direction of the Chief Harbor Engineer and Executive Director. The Project Manager will be the single point of contact for the Project and coordinate with internal and external stake holders. The Port expects to hire a private firm for design and engineering services including surveying, track design, signal design, utilities, construction staging, and cost estimating. Port Planning Division and Maritime Division will provide support for securing project approvals. Should any additional environmental work beyond that described in the associated Categorical Exclusion Worksheet be required post-obligation and prior to construction, the Port will hire private consulting firms to complete the studies.

Project Phases and Tasks

Phase 1 Preliminary Design: The Grantee will complete the required investigations, conceptual engineering, and cost estimates to define the scope of the Project.

- 1.1 Project Scope - Draft
- 1.2 Initial Study
- 1.3 Project Scope – Final
- 1.4 10% Concept Plan

Phase 2 Project Approvals The Grantee shall negotiate and secure all required approvals for the Project. All approvals must be in place prior to advertising for Construction Bid.

- 2.1 UPRR/BNSF Lease Agreement
- 2.2 California Public Utilities Commission (CPUC) – Grade crossings
- 2.3 NEPA (Categorical Exclusion, complete prior to obligation and 30% design)
- 2.4 CEQA (Categorical Exemption, complete prior to obligation and 30% design)
- 2.5 San Francisco Department of Public Works (SFDPW)– Encroachment Permit
- 2.6 San Francisco Port Commission – Approval of Design and Authorization to Advertise for Bid

Phase 3 Final Design: The Grantee will complete all work necessary to complete Engineering, Plans, Specifications, and Cost Estimating.

- 3.1 30% Plans – UPRR Review
- 3.2 65% Plans – Internal Review Only
- 3.3 Complete Plans – UPRR Review
- 3.4 Exhibit “A” – UPRR Review
- 3.5 Final Plans - Bid

Phase 4 Bid/Award: The Grantee shall advertise and award the construction contract

- 4.1 Advertise
- 4.2 Award

Phase 5 Construction: The Grantee shall construct the Project

- 5.1 Notice to Proceed
- 5.2 Substantial Completion
- 5.3 Final Completion

c. Deliverables

The deliverables associated with this Cooperative Agreement are listed below. The Grantee will achieve these deliverables to be authorized for funding of Project components and for the Project to be considered complete.

#	Deliverable Name	Related Task
1	10% Concept Plan (UPRR Review)	1.4
2	UPRR/BNSF Lease Agreement for Construction	2.1
3	SF Port Commission Resolution – Approval and Advertise for Bid (includes all Entitlements)	2.7
4	Complete Plans (UPRR Submittal)	3.3

5	Final Plans - Bid	3.5
6	San Francisco Port Commission Resolution – Award Construction Contract	4.2
7	Construction – Monthly Status Report	5.0
8	Construction – Final Completion Report	5.3

IV. PROJECT SCHEDULE

The period of performance for all work will be approximately 39 months, from April 2012 to July 2015. Preliminary design and the majority of project approval work is taking place prior to grant approval.

Preliminary Design.....thru July 2013
 Project Approvals..... thru July 2014
 Final Design.....April 2014 to September 2014
 Bid/Award..... October 2014 to December 2014
 Construction.....January 2015 to July 2015

V. PROJECT ESTIMATE/BUDGET

The total estimated cost of the Project is \$3,300,000, for which the FRA grant will contribute 90% of the total cost, not to exceed \$2,970,000. Any additional expense required beyond that provided in this grant to complete the Project shall be borne by the Grantee.

a. Project Cost Details

Project Cost by Task		
Task #	Major Task Name	Total Cost
1.0	Preliminary Design	\$ 70,000
2.0	Project Approvals	\$ 50,000
3.0	Final Design	\$ 230,000
4.0	Bid/Award	\$ 30,000
5.0	Construction	\$ 2,920,000
TOTAL		\$3,300,000

The Grantee will be expected to track costs by task and subtask line items when submitting reimbursement requests.

b. Project Cost Breakdown – OMB Cost Classifications

Project Cost by OMB Classification			
Cost Classification	FRA Share	Grantee Share	Total Cost
Administrative and Legal Expenses	\$ 148,500	\$16,500	\$165,000
Land, Structure, Rights-of-Way, Appraisal, etc.	\$ 27,000	\$3,000	\$30,000
Relocation Expenses and Payments	0	0	0
Architectural and Engineering Fees	\$ 256,500	\$28,500	\$285,000
Project Inspection Fees	\$ 54,000	\$6,000	\$60,000
Site Work	\$ 270,000	\$30,000	\$300,000
Demolition and Removal	\$ 270,000	\$30,000	\$300,000
Construction	\$ 1,620,000	\$180,000	\$1,800,000
Equipment	0	0	0
Miscellaneous	\$ 54,000	\$6,000	\$60,000
Contingencies	\$ 270,000	\$30,000	\$300,000
TOTAL	\$2,970,000	\$330,000	\$3,300,000

c. Project Estimate Contributions

Project Cost by Funding Source		
Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution	\$2,970,000	90%
Non-Federal Contribution	\$330,000	10%
TOTAL	\$3,300,000	100%

VI. PROJECT COORDINATION

The Port Project Manager will be the primary point of contact and responsible for coordination on the Project. A standing bi-weekly meeting will be held for the duration of the Project. The meeting will include primary stake-holders as required. Meeting minutes will be distributed to all primary stake-holders.

- UPRR: Joint owner of the Lead, primary operator
- BNSF: Joint owner of the Lead
- FRA
- SFDPW: Agency responsible for streets
- San Francisco County Transportation Authority (SFCTA):
- JPB: Owns and operates CALTRAIN and Main Line
- San Francisco Port Commission
- Community Groups
- Utility Owners

VII. PROJECT MANAGEMENT

Project Management will be provided the Port using a single Project Manager from the Engineering Division working under the direction of the Chief Harbor Engineer and Executive Director. The Project Manager will be the single point of contact for the Project and coordinate with internal and external stake holders. The Port will hire a private firm to provide design and engineering services including surveying, track design, signal design, utilities, construction staging, and cost estimating. Port Planning Division and Maritime Division will provide support for securing project approvals. The Port will hire private consulting firms to complete any required planning and environmental studies if any are required beyond the Project as described in the signed CE worksheet. The Port will advertise the Project for Public Bid, Award the Construction Contract, and provide Construction Management using Port and Department of Public Works staff. Inspection and Testing will be completed using both Port/City and private firms.

Port Project Management Structure, General Capabilities and Practices

The Port has an in-house Engineering Division, which includes electrical, structural, and civil engineers, contract managers and project managers. The Port routinely administers grant-funded capital projects and has well developed project management and accounting procedures that track project progress against expenditures. All capital projects are administered subject to requirements of a detailed Engineering Procedures Manual that includes detailed checklists for documenting project progress. The Grantee will administer this Project consistent with the terms and conditions of this Agreement.

The Port Finance Division is staffed by certified public accountants and professional grant administrators, who will ensure timely and detailed grant progress reports. Grants administered through the Port Finance Division are audited annually by the San Francisco Controller's Office for compliance with applicable accounting and grant reporting standards.

The Port follows standard engineering best practices for project management, included design development from concept through 35%, 65%, 90% and 100% submittals. Project plans, specifications and cost estimates receive interdisciplinary review at each phase of development, including review from the City of San Francisco City Attorney's office and the City of San Francisco Risk Manager's office for insurance and indemnification requirements.

The Port of San Francisco currently administers over \$40 million in infrastructure projects managed by multi-disciplinary engineering project management staff. Design review includes consultation with Port regulatory staff that has many years of experience negotiating with state and federal agencies. Port engineering project manuals include standard provisions for health and safety, hazardous materials compliance, and environmental mitigation practice. The Port maintains several on-call contracts for expert consultant support in environmental health and safety disciplines, so that necessary professional resources are always available.

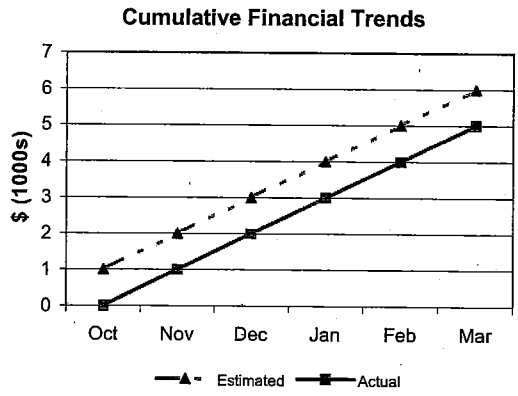
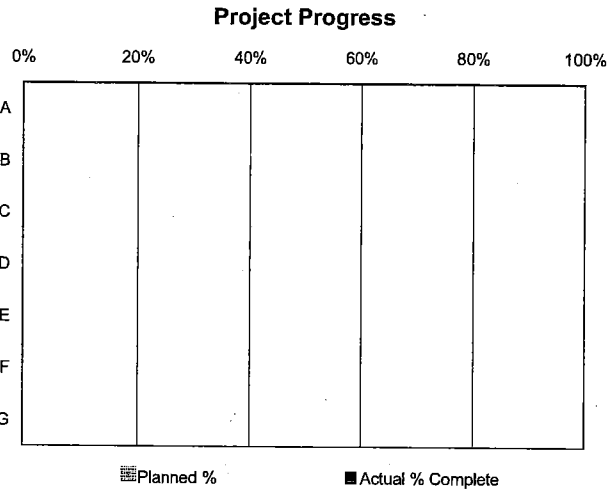
Attachment 4

Quarterly Progress Report for FRA

Grant No. WBS No. Description Grantee Manager: FRA Manager:	Performance Progress		Financial Progress	
	Period Ending:		Funding Level:	\$0.00
	Start Date:		Expended:	\$0.00
	End Date:		Remaining:	\$0.00
			% Expended:	0%

Project Description:

Significant Accomplishments This Period:



\$1000s	Oct	Nov	Dec	Jan	Feb	Mar
Estimated	1	2	3	4	5	6
Actual	0	1	2	3	4	5
Monthly		1	1	1	1	1

Milestones and Deliverables:	Start	Planned Completion	Revised Completion	Actual Completion	Planned %	Actual % Complete
A						
B						
C						
D						
E						
F						
G						

Technical/Cost/Schedule Problems:

Work Planned for Next Period:



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

SF PORT

Property Information/Project Description

PROJECT ADDRESS <i>Quint Street Rail Repair</i>	BLOCK/LOT(S) <i>Various</i>
--	--------------------------------

CASE NO. <i>2013.0427E</i>	PERMIT NO.	PLANS DATED <i>03/29/13</i>
-------------------------------	------------	--------------------------------

- Addition/ Alteration (detailed below) Demolition (requires HRER if over 50 years old) New Construction

STEP 1 EXEMPTION CLASS

- Class 1: Existing Facilities**
Interior and exterior alterations; additions under 10,000 sq. ft.; change of use if principally permitted or with a CU
- Class 3: New Construction**
Up to three (3) single family residences; six (6) dwelling units in one building; commercial/office structures under 10,000 sq. ft.; accessory structures; utility extensions.

NOTE:
If neither class applies, an *Environmental Evaluation Application* is required.

STEP 2 CEQA IMPACTS (To be completed by Project Planner)

If ANY box is initialed below an *Environmental Evaluation Application* is required.

_____ **Transportation:** Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?

_____ **Air Quality:** Would the project add new sensitive receptors (specifically, schools, colleges, universities, day care facilities, hospitals, residential dwellings [subject to Article 38 of the Health Code], and senior-care facilities)?

_____ **Hazardous Materials:** Would the project involve 1) change of use (including tenant improvements) and/or 2) soil disturbance; on a site with a former gas station, auto repair, dry cleaners, or heavy manufacturing use, or on a site with underground storage tanks?
Phase I Environmental Site Assessment required for CEQA clearance (E.P. initials required)

_____ **Soil Disturbance/Modification:** Would the project result in the soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in non-archeological sensitive areas?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Archeological Sensitive Areas

_____ **Noise:** Does the project include new noise-sensitive receptors (schools, colleges, universities, day care facilities, hospitals, residential dwellings, and senior-care facilities) fronting roadways located in the noise mitigation area?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Noise Mitigation Area

_____ **Subdivision/Lot-Line Adjustment:** Does the project site involve a subdivision or lot-line adjustment on a lot with a slope of 20% or more?
Refer to: EP ArcMap > CEQA CatEx Determination Layers > Topography

Class 1 (d)
Restoration or rehabilitation of deteriorated or damaged structure

Perkins

04/11/13

Slope = or > 20%: Does the project involve excavation, square footage expansion, shoring, underpinning, retaining wall work, grading – including excavation or fill?

Exceptions: Do not check box for work performed on previously graded level portion of site; stairs, patio, deck and fence work.

Geotechnical report required and a Certificate or higher level CEQA document required – File an Environmental Application

Seismic: Landslide Zone: Does the project involve excavation, square footage expansion, shoring, underpinning, retaining wall work, grading – including excavation and fill on a landslide zone – as identified in the San Francisco General Plan?

Exceptions: Do not check box for stairs, patio, deck and fence work.

Geotechnical report required and a Certificate or higher level CEQA document required – File an Environmental Application

Seismic: Liquefaction Zone: Does the project involve excavation, square footage expansion, shoring, underpinning, retaining wall work, grading – including excavation and fill on either seismic, flooding, or liquefaction zone?

Exceptions: Do not check box for stairs, patio, deck and fence work.

Geotechnical report will likely be required. File an Environmental Application

Serpentine Rock: Does the project involve any excavation in a property containing serpentine rock?

No exceptions.

File an Environmental Application to determine the applicable level of CEQA analysis

NOTE:

Project Planner must initial box below before proceeding to Step 3.

Project Can Proceed With Categorical Exemption Review.

The project does not trigger any of the CEQA Impacts and can proceed with categorical exemption review.

GO TO STEP 3

JP

STEP 3 PROPERTY STATUS - HISTORICAL RESOURCE

Property is one of the following: (Refer to: San Francisco Property Information Map)

Category A: Known Historical Resource GO TO STEP 5

Category B: Potential Historical Resource (over 50 years of age) GO TO STEP 4

Category C: Not a Historical Resource or Not Age Eligible (under 50 years of age) GO TO STEP 6

STEP 4 PROPOSED WORK CHECKLIST (To be completed by Project Planner)

If condition applies, please initial.

- 1. Change of Use and New Construction (tenant improvements not included).
- 2. Interior alterations/interior tenant improvements. Note: Publicly-accessible spaces (i.e. lobby, auditorium, or sanctuary) require preservation planner review.
- 3. Regular maintenance and repair to correct or repair deterioration, decay, or damage to the building.
- 4. Window replacement that meets the Department's Window Replacement Standards (does not include storefront window alterations).
- 5. Garage work, specifically, a new opening that meets the Guidelines for Adding Garages and Curb Cuts, and/or replacement of garage door in an existing opening.
- 6. Deck, terrace construction, or fences that are not visible from any immediately adjacent public right-of-way.
- 7. Mechanical equipment installation not visible from any immediately adjacent public right-of-way.
- 8. Dormer installation that meets the requirements for exemption from public notification under Zoning Administrator Bulletin: Dormer Windows.
- 9. Additions that are not visible from any immediately adjacent public right-of-way for 150' in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.

NOTE:

Project Planner must check box below before proceeding.

Project is not listed:

GO TO STEP 5

Project does not conform to the scopes of work:

GO TO STEP 5

Project involves 4 or more work descriptions:

GO TO STEP 5

Project involves less than 4 work descriptions:

GO TO STEP 6

STEP 5 CEQA IMPACTS - ADVANCED HISTORICAL REVIEW (To be completed by Preservation Planner)

If condition applies, please initial.

- _____ 1. Project involves a **Known Historical Resource (CEQA Category A)** as determined by Step 3 and conforms entirely to Scope of Work Descriptions listed in Step 4. (Please initial scopes of work in STEP 4 that apply.)
- _____ 2. Interior alterations to publicly-accessible spaces.
- _____ 3. **Window replacement** of original/historic windows that are not "in-kind" but are is consistent with existing historic character.
- _____ 4. **Façade/storefront alterations** that do not remove, alter, or obscure character-defining features.
- _____ 5. **Raising the building** in a manner that does not remove, alter, or obscure character-defining features.
- _____ 6. **Restoration** based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
- _____ 7. **Addition(s)**, including mechanical equipment that are minimally visible from a public right of way and meets the *Secretary of the Interior's Standards for Rehabilitation*.
- _____ 8. **Other work consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties**
Specify: _____
- * _____ 9. **Reclassification of property status to Category C**
 - a. Per Environmental Evaluation Evaluation, dated: _____
* Attach Historic Resource Evaluation Report
 - b. Other, please specify: _____

NOTE:
If ANY box is initialed in STEP 5, Preservation Planner MUST review & initial below.

Further Environmental Review Required.

Based on the information provided, the project requires an *Environmental Evaluation Application* to be submitted.

GO TO STEP 6

Preservation Planner Initials

Project Can Proceed With Categorical Exemption Review.

The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review.

GO TO STEP 6

Preservation Planner Initials

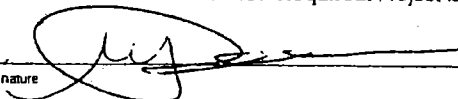
STEP 5 CATEGORICAL EXEMPTION DETERMINATION (To be completed by Project Planner)

- Further Environmental Review Required.**
Proposed Project does not meet scopes of work in either:
(check all that apply)
 Step 2 (CEQA Impacts) or
 Step 5 (Advanced Historical Review)

STOP!

Must file *Environmental Evaluation Application*.

- No Further Environmental Review Required.** Project is categorically exempt under CEQA.

Planner's Signature _____


Date 04/11/13

Print Name: Approved Planning Dept. Monica Cristina Pereira,

Once signed and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.

2013.0427E



March 29, 2013

Monica Pereira, Environmental Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94102

RE: Quint Street Rail Repair – Request for Class 1 Categorical Exemption

Dear Ms. Pereira:

Please find enclosed a complete Environmental Exemption application for a proposed repair project to the Quint Street rail spur located in the Bayview. A check in the amount of \$297 will be routed to the Environmental Planning Division to cover the cost of processing this permit request.

We believe that this proposed improvement project is Categorically Exempt from CEQA review, under Class 1(d): Restoration of rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety..."

We would appreciate your review of this request to obtain a formal determination from the Environmental Planning Department. Please do not hesitate to contact me at (415) 274-0264, if you have any questions regarding this proposed improvement project, or require any additional information to complete your review and determination

Thank you for your assistance on this matter.

Sincerely,


Kanya T. Dorland, Planner
Port of San Francisco

Enclosures: Two Environmental Exemption Applications, and Project Area Photos

cc: Diane Oshima, Port of San Francisco (w/out enclosures)
Steven Reel, Port of San Francisco (w/out enclosures)



SAN FRANCISCO PLANNING DEPARTMENT

Date received: _____

Environmental Evaluation Application

The California Environmental Quality Act (CEQA) requires public agencies to review the environmental impacts of proposed projects. In San Francisco, environmental review under CEQA is administered by the Major Environmental Analysis (MEA) division of the Planning Department. The environmental review process begins with the submittal of a completed Environmental Evaluation (EE) Application to the Planning Department. Only the current EE Application form will be accepted. No appointment is required but staff is available to meet with applicants upon request.

The EE Application will not be processed unless it is completely filled out and the appropriate fees are paid in full. Checks should be made payable to the San Francisco Planning Department. See the current *Schedule of Application Fees* and contact the staff person listed below for verification of the appropriate fees. Fees are generally non-refundable. **Documents in italics are available online at sfgov.org/planning.**

The EE Application is comprised of four parts. Part 1 is a checklist to ensure that the EE Application is complete; Part 2 requests basic information about the site and the project; Part 3 is a series of questions to help determine if additional information is needed for the EE Application; and Part 4 is a project summary table.

The complete EE Application should be submitted to the Planning Department staff as follows: For projects greater than 10,000 square feet in size and where Part 3 Questions #3, #8, #10, or #11 are answered in the affirmative, or for projects that require mitigation measures, please send the application materials to the attention of Ms. Fordham or Ms. Poling. For all other projects, please send the application materials to the attention of Ms. Pereira.

Monica Pereira
1650 Mission Street, Suite 400
San Francisco, CA 94103
(415) 575-9107, monica.pereira@sfgov.org

Chelsea Fordham or Jeanie Poling
1650 Mission Street, Suite 400
San Francisco, CA 94103
(415) 575-9071, chelsea.fordham@sfgov.org
(415) 575-9072, jeanie.poling@sfgov.org

PART 1 – EE APPLICATION CHECKLIST	Provided	Not Applicable
Two copies of this application with all blanks filled in	<input checked="" type="checkbox"/>	
Two sets of project drawings in 11x17 format (see "Additional Information" on page 4)	<input checked="" type="checkbox"/>	
Photos of the project site and its immediate vicinity, with viewpoints labeled	<input checked="" type="checkbox"/>	
Fee	<input checked="" type="checkbox"/>	
<i>Supplemental Information for Historical Resource Evaluation</i> form and/or <i>Historic Resource Evaluation Report</i> , as indicated in Part 3 Questions 1 and 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Geotechnical Report, as indicated in Part 3 Questions 3a and 3b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Tree Disclosure Statement</i> , as indicated in Part 3 Question 4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Phase I Environmental Site Assessment, as indicated in Part 3 Question 8	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional studies (list)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Applicant's Affidavit. I certify the accuracy of the following declarations:

- The undersigned is the owner or authorized agent of the owner(s) of this property.
- The information presented is true and correct to the best of my knowledge.
- I understand that other applications and information may be required.

Signed (owner or agent): _____

Date: _____

(For Staff Use Only) Case No. _____

Address: _____

v.2.4.2013

Block/Lot: _____

JSR Date: 3-29-13
Address: QUINN ST
Block/Lot: N/A

PART 2 – PROJECT INFORMATION

Owner Agent Information

Property Owner	<u>Port of San Francisco</u>	Telephone No.	<u>415-274-0400</u>
Address	<u>Pier 1, The Embarcadero</u>	Fax No.	
		Email	<u>sfport.com</u>
Project Contact	<u>Kanya Dorland</u>	Telephone No.	<u>415-274-0264</u>
Company	<u>Planning & Development Division, Port</u>	Fax No.	
Address	<u>Pier 1, The Embarcadero</u>	Email	<u>kanya.dorland@sfport.com</u>

Site Information

Site Address(es):	<u>Quint Street Between Third St and Oakdale and Third Streets</u>		
Nearest Cross Street(s)	<u>Third and Oakdale Streets</u>		
Block(s)/Lot(s)	<u>N/A</u>	Zoning District(s)	<u>PDR-2/M-2</u>
Site Square Footage	<u>4,500 LF</u>	Height/Bulk District	<u>80-E & 65-J</u>
Present or previous site use Community Plan Area (if any)	<u>Industrial</u>		

Proposed Use

<input type="checkbox"/> Addition	<input type="checkbox"/> Change of use	<input type="checkbox"/> Zoning change	<input type="checkbox"/> New construction
<input type="checkbox"/> Alteration	<input type="checkbox"/> Demolition	<input type="checkbox"/> Lot split/subdivision or lot line adjustment	
<input checked="" type="checkbox"/> Other (describe)	<u>Repair</u>	Estimated Cost	<u>\$3,000,000</u>
Describe proposed use <u>Light Freight Rail Line</u>			

Narrative project description. Please summarize and describe the purpose of the project.
Please see the attached

PART 4 – PROJECT SUMMARY TABLE				
If you are not sure of the eventual size of the project, provide the maximum estimates.				
Gross Square Footage (GSF)	Existing Uses	Existing Uses to be Retained	Net New Construction and/or Addition	Project Totals
Residential				
Retail				
Office				
Industrial				
Parking				
Other (specify use)	4,500 LF	4,500 LF	4,500 LF	4,500 LF
Total GSF				
Dwelling units				
Hotel rooms				
Parking spaces				
Loading spaces				
Number of buildings				
Height of building(s)				
Number of stories				
Please describe any additional project features that are not included in this table: The project will involve repaving around the rail and signal improvements, and it is expected that this total repaving will cover an area of 100,000 square feet.				
Additional Information: Project drawings in 11x17 format should include existing and proposed site plans, floor plans, elevations, and sections, as well as all applicable dimensions and calculations for existing and proposed floor area and height. The plans should clearly show existing and proposed off-street parking and loading spaces; driveways and trash loading areas; vehicular and pedestrian access to the site, including access to off-street parking and parking configuration; and bus stops and curbside loading zones within 150 feet of the site. A transportation study may be required, depending on existing traffic conditions in the project area and the potential traffic generation of the proposed project, as determined by the Department's transportation planners. Neighborhood notification may also be required as part of the environmental review processes.				

SAN FRANCISCO DEPARTMENT OF CITY PLANNING
 CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW

04/11/13

CLASS 1(D) Restoration of
 rehabilitation of deteriorated or damaged structure,


 Environmental Planner

PART 3 – ADDITIONAL PROJECT INFORMATION	Yes	No
1. Would the project involve a major alteration of a structure constructed 50 or more years ago or a structure in an historic district? If yes, submit a <i>Supplemental Information for Historical Resource Evaluation</i> form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Would the project involve demolition of a structure constructed 50 or more years ago or a structure located in an historic district? If yes, a Historic Resource Evaluation Report (HRER)* will be required. The scope of the HRER will be determined in consultation with the Department's Preservation Coordinator.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3a. Would the project result in excavation or soil disturbance/modification greater than 8 feet below grade? If yes, how many feet below grade would be excavated? _____ What type of foundation would be used (if known)? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3b. Is the project site located in an area of potential geotechnical hazard as identified in the San Francisco General Plan or on a steep slope or would the project be located on a site with an average slope of 20% or more? If yes to either Question 3a or 3b, please submit a Geotechnical Report.*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Would the project involve expansion of an existing building envelope, or new construction, or grading, or new curb cuts, or demolition? If yes, please submit a <i>Tree Disclosure Statement</i> .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Would the project result in ground disturbance of 5,000 gross square feet or more?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Would the project result in any construction over 40 feet in height? If yes, apply for a Section 295 (Proposition K) Shadow Study. This application is available on the Planning Department's website and should be submitted at the Planning Information Center, 1660 Mission Street, First Floor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Would the project result in a construction of a structure 80 feet or higher? If yes, an initial review by a wind expert, including a recommendation as to whether a wind analysis* is needed, may be required, as determined by Department staff.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Would the project involve work on a site with an existing or former gas station, auto repair, dry cleaners, or heavy manufacturing use, or a site with underground storage tanks? If yes, please submit a Phase I Environmental Site Assessment (ESA).* A Phase II ESA (for example, soil testing) may be required, as determined by Department staff.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Would the project require any variances, special authorizations, or changes to the Planning Code or Zoning Maps? If yes, please describe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Is the project related to a larger project, series of projects, or program? If yes, please describe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Is the project in Eastern Neighborhoods or Market & Octavia Community Plan Area? If yes, and the project would be over 55 feet tall or 10 feet taller than an adjacent building built before 1963, please submit an elevation or renderings showing the project with the adjacent buildings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* Report or study to be prepared by a qualified consultant who is contracted directly by the project sponsor.

OFFICE OF THE MAYOR
SAN FRANCISCO



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
EDWIN M. LEE
MAYOR

2014 APR 29 PM 4:44

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *file* Mayor Edwin M. Lee *OL*
RE: Accept and Expend Grant – Federal Railroad Administration Grant Funds
for the Rebuilding of the Quint Street Lead Track - \$2,970,000
DATE: April 29, 2014

Attached for introduction to the Board of Supervisors is the resolution authorizing the Port of San Francisco to accept and expend \$2,970,000 in grant funds from the Federal Railroad Administration for the rebuilding of the Quint Street Lead Track.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

