

File No. 120196

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee CITY OPERATIONS AND
NEIGHBORHOOD SERVICES

Date 3/12/12

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 Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Form 126</u> |
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Completed by: Gail Johnson

Date 3/8/12

Completed by: _____

Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Accept and Expend Grant - Cayuga Playground and Clubhouse - \$710,779]

2
3 **Resolution authorizing the Recreation and Park Department to accept and expend an**
4 **Urban Greening Grant in the amount of \$710,779 for Cayuga Playground and**
5 **Clubhouse funded by the Safe Drinking Water, Water Quality and Supply, Flood**
6 **Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).**
7

8
9 WHEREAS, The Legislature and Governor of the State of California have provided
10 funding for the program shown above; and

11 WHEREAS, The Strategic Growth Council has been delegated the responsibility for the
12 administration of this grant program; and

13 WHEREAS, The Strategic Growth Council has awarded the San Francisco Recreation
14 and Parks Department \$710,779 in grant funding for the Cayuga Playground and Clubhouse;
15 and

16 WHEREAS, The grant program requires a Memorandum of Unrecorded Grant
17 Agreement be filed with the County Recorder defining the terms of the grant agreement; and

18 WHEREAS, The terms and conditions of the Grant are detailed in an Agreement on file
19 at the Clerk of the Board of Supervisors in File No. 120196 which is hereby declared to be
20 part of this resolution as set forth fully herein; and

21 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; and

22 WHEREAS, The grant does not create any new positions and will not require an
23 amendment to the Annual Salary Ordinance; now, therefore, be it

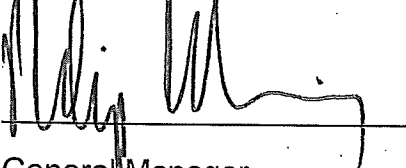
24 **RESOLVED**, That the Board of Supervisors hereby waives inclusion of indirect costs
25 as part of this grant budget; and be it

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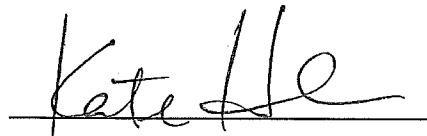
FURTHER RESOLVED, That the Board of Supervisors authorizes the San Francisco Recreation and Parks Department to accept and expend an Urban Greening Grant in the amount of \$710,779 for the Cayuga Playground and Clubhouse; and be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the San Francisco Recreation and Park Department to file a Memorandum of Unrecorded Grant Agreement with the County Recorder.


Recommended:


General Manager

Approved:


Mayor

Approved:


Controller



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department
DATE: November 15, 2011
SUBJECT: Accept and Expend Resolution for Urban Greening for Sustainable
Communities Grant Award for Cayuga

GRANT TITLE: Cayuga Park Renovation

Attached please find the original and 4 copies of each of the following:

Proposed grant resolution; original signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application form

Grant award letter from funding agency

Other (Explain):

Special Timeline Requirements: Grant funds needed to be in place by February for contract purposes.

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 581-2555

Interoffice Mail Address: toni.moran@sfgov.org

Certified copy required Yes

No



File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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: Urban Greening for Sustainable Communities Grant
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: 415 581-2555
4. Grant Approval Status (check one):

Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$710,779

6a. Matching Funds Required: \$0, no matching funds are required.

b. Source(s) of matching funds (if applicable): The project is fully funded and grant funds will be used to supplant bond funds already allocated to the project.

Funding Source	Amount	Appropriation Date
2008 Clean and Safe Neighborhood Park Bond	\$1,201,900	FY 08/09
2008 Clean and Safe Neighborhood Park Bond	\$5,998,100	FY 09/10

7a. Grant Source Agency: State of California, Natural Resources Agency

b. Grant Pass-Through Agency (if applicable): Not Applicable

8. Proposed Grant Project Summary:

The Cayuga Park Renovation will implement an integrated storm water collection system, bio-retention areas and a clubhouse green roof. In addition, the project will re-vegetate the park with native plants and expand the park via a city initiated street vacation.

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

Start-Date: August 1, 2011

End-Date: August 1, 2013

10. a. Amount budgeted for contractual services: \$710,779

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 Local Business Enterprise (LBE) requirements? Yes

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

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? \$ Not Applicable

b2. How was the amount calculated? Not Applicable

c1. 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):

c2. If no indirect costs are included, what would have been the indirect costs? Overhead charges from the Recreation and Parks Department and Department of Public Works.

12. Any other significant grant requirements or comments: No.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

<input checked="" type="checkbox"/> Existing Site(s)	<input checked="" type="checkbox"/> Existing Structure(s)	<input type="checkbox"/> Existing Program(s) or Service(s)
<input type="checkbox"/> Rehabilitated Site(s)	<input type="checkbox"/> Rehabilitated Structure(s)	<input type="checkbox"/> New Program(s) or Service(s)
<input type="checkbox"/> New Site(s)	<input type="checkbox"/> New Structure(s)	

14. The Departmental ADA Coordinator 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 disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Drawings reviewed by DPW ADA Coordinator/Mayor's Office on Disability

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica

(Name)
ADA Compliance Coordinator, Recreation and Parks Department, Planning and Capital Programs Division

(Title)

Date Reviewed: 11/16/11

Paulina Araica
(Signature Required)

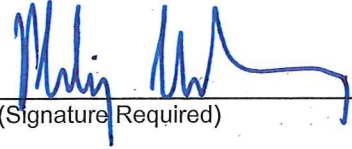
Department Head or Designee Approval of Grant Information Form:

Philip A. Ginsburg
(Name)

General Manager, Recreation and Parks Department

(Title)

Date Reviewed: 7/16/12

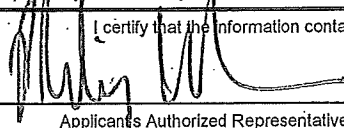

(Signature Required)

Urban Greening for Sustainable Communities Grant Program Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

CAYUGA - SITE WORK					Prop 84 funded Greening Elements	City-Funded Greening & Non-Green Elements
COST ESTIMATE Rev: 10/22/10		total area (sf):	152,282			
ITEM	QTY	UNIT	UNIT COST	COST		
DEMOLITION & SITE PREPARATION						
Demolition (partial site- north/west concentration)	35,449	SF	allowance	\$124,329	\$9,247	\$115,082
Building demolition (including haz mat)	2,513	SF	allowance	\$125,650	\$9,345	\$116,305
Site preparation/Rough and fine grading (site only)	80,800	SF	allowance	\$100,432	\$7,470	\$92,962
Drainage (typical w/o field)	35,449	SF	allowance	\$32,960	\$2,451	\$30,509
Field drainage (30' o.c. trench drain)	840	LF	allowance	\$23,000		\$23,000
SUBTOTAL				\$406,371		
BUILDING						
Clubhouse site prep	3,400	SF	allowance	\$262,800		\$262,800
Clubhouse construction	3,400	SF	allowance	\$895,344		\$895,344
Clubhouse foundation	1	LS	allowance	\$262,800		\$262,800
Green roof (complete)	1,600	SF	allowance	\$96,261	\$96,261	
SUBTOTAL				\$1,517,205		
PAVING, CONC. SEAT WALLS,						
Concrete paving	5,868	SF	allowance	\$156,586		\$156,586
Natural Pave/Header	11,050	SF	13	\$143,650		\$143,650
Dirt path stabilization	5,540	SF	3	\$16,620	\$16,620	
Recycled concrete seatwalls	34	LF	80	\$2,720		\$2,720
Concrete walls	1	EA	allowance	\$214,300		\$214,300
Concrete curbs	467	LF	35	\$16,345		\$16,345
Concrete curb ramp	2	EA	10,000	\$20,000		\$20,000
Concrete steps	1	EA	allowance	\$16,660		\$16,660
Concrete mowband	100	LF	25	\$2,500		\$2,500
Boardwalk	384	SF	allowance	\$36,956	\$36,956	
Erosion control planting mounds (along paths & bart)	2,132	LF	8	\$17,056	\$17,056	
Runnel element	1,014	SF	allowance	\$15,590	\$15,590	
Collection pool feature	1	EA	allowance	\$18,055		\$18,055
Handrails at ramps and steps	272	LF	75	\$20,400		\$20,400
Tennis court	1	LS	allowance	\$62,850		\$62,850
Basketball court	1	LS	allowance	\$52,650		\$52,650
SUBTOTAL				\$812,938		
PLAY AREA						
Safety surface	6,514	SF	allowance	\$167,627		\$167,627
Playground sand	595	SF	6	\$3,570		\$3,570
Play equipment	1	EA	allowance	\$226,200		\$226,200
SUBTOTAL				\$397,397		
PLANTING/TREE REMOVAL						
Trees and stump removal	30	EA	1,200	\$36,000		\$36,000
Existing tree to be transplanted	12	EA	1,000	\$12,000		\$12,000
Existing tree to be pruned and trimmed	2	EA	300	\$600		\$600
Existing tree to be cut as sculptural piece	8	EA	2,000	\$16,000		\$16,000
Existing tree to be removed and cut into logs for seating	9	EA	1,200	\$10,800		\$10,800
Mulch (perimeter planting/n planting)	10,000	SF	1	\$10,000		\$10,000
Soil amendment (field to 12" depth)	30,000	SF	1	\$30,000		\$30,000
Irrigation (field/new complex/playground/ BART zone only)	80,485	SF	3	\$241,455		\$241,455
Field (sod)	30,000	SF	2	\$54,000		\$54,000
Shrubs/Ground cover	50,985	SF	5	\$254,925	\$173,782	\$81,143
Vegetation swale	500	SF	12	\$6,000		\$6,000
Windmill palm (24" box)	7	EA	5,000	\$35,000		\$35,000
Trees (24" Box)	15	EA	500	\$7,500	\$7,500	
Trees (15 ga)	42	EA	300	\$12,600	\$4,500	\$8,100
Wood header	245	LF	10	\$2,450		\$2,450
Boulders	1	LS	allowance	\$10,000		\$10,000
Wood steps (5' wide)	1	LS	750	\$750		\$750
30-Day Plant Establishment and Maintenance Period	1	LS	5,000	\$5,000		\$5,000
SUBTOTAL				\$745,080		
SITE FURNISHINGS/FENCING/LIGHTING/SITE UTILITIES						
Pre-fabricated bench	7	EA	2,700	\$18,900		\$18,900
Timber log seating @ play area	7	EA	200	\$1,400		\$1,400
Timber log seating @ grassy field	13	EA	300	\$3,900		\$3,900
Timber bench	1	EA	350	\$350		\$350
Table & chairs	1	LS	allowance	\$20,300		\$20,300
Trash receptacles	4	EA	1,500	\$6,000		\$6,000
Basketball backboard and post	2	EA	5,000	\$10,000		\$10,000
Tennis posts and net	1	EA	3,500	\$3,500		\$3,500
Baseball backstop	1	EA	20,000	\$20,000		\$20,000
Signage and graphics (living roof & bioswale)	1	LS	allowance	\$10,000	\$10,000	
Chain link (black) 10' high	184	LF	90	\$16,560		\$16,560
Chain link (black or green) 8' high	921	LF	150	\$138,150		\$138,150

CAYUGA - SITE WORK					Prop 84 funded Greening Elements	City-Funded Greening & Non-Green Elements
COST ESTIMATE Rev: 10/22/10				total area (sf):	152,282	
ITEM	QTY	UNIT	UNIT COST	COST		
Ornamental fence @ play area	65	LF	120	\$7,800		\$7,800
Single and double gates	1	LS	allowance	\$15,000		\$15,000
Lighting	1	LS	allowance	\$156,500	\$80,000	\$76,500
Storm drain	1	LS	allowance	\$54,400		\$54,400
SUBTOTAL				\$482,760		
SUBTOTAL						
GREENING ELEMENTS						
Greening Elements (Only) Subtotal					\$486,778	
Contingency (10%)					\$46,330	
State Grant Plaque					\$1,500	
Project Management (3%)					\$14,603	
Design (22%)					\$108,500	
Living Roof Consultant					\$32,438	
Interpretive Signage Design					\$15,000	
Land Acquisition (Street Vacation)					\$5,630	
TOTAL PROP 84 ELEMENTS					\$710,779	
TOTAL CITY FUNDED & NON GREENING ELEMENTS						\$3,874,973

APPLICATION FORM
 State of California - The Strategic Growth Council
 URBAN GREENING PROJECTS GRANT PROGRAM

APPLICANT (Agency and Address - including zip code) San Francisco Recreation and Park Department 30 Van Ness Avenue Fifth Floor San Francisco California 94102-6020 Applying for targeted Disadvantaged Community funds		Grant Amount Requested: \$ 900,000.00 Estimated Date of Completion: 7/1/2012 Estimated Total Project Cost: \$ 6,472,910.00 (including State grants, other funds and in-kind donations)	
Check one: Non-Profit <input type="radio"/> City <input type="radio"/> County <input checked="" type="radio"/>		County San Francisco	Nearest City to Project San Francisco
Project Name Cayuga Park Renovation		Project Address 301 Naglee San Francisco California 94112 Nearest Cross Street Cayuga Senate District No. 8 Assembly District No. 12	
Applicant's Representative Authorized in Resolution			
Name: Philip A Ginsburg		Title: General Manager	
Phone: (415) 831-2701		Email Address: philip.ginsburg@sfgov.org	
Person with Day to Day Responsibility for Project (if different from Authorized Representative)			
Name: Toni Moran		Title: Environmental Specialist- Fiscal/Grants	
Phone: (415) 581-2555		Email Address: toni.moran@sfgov.org	
Brief Description of Project (Summarize major activities to be funded by this Grant) Expand the park by 6,500 SF, construct a green roof, bio-swale and rain meadow/habitat. A feasibility study for on-site cistern is underway. Add 45 trees and additional landscape. Dirt trails will be stabilized and a new park perimeter trail constructed.		Latitude 37.714	Longitude -122.45
		Coordinates Represent: Actual location Coordinates Determined Using: Topozone.com or similar (See next page for instructions and choices)	
STATUTORY REQUIREMENTS - Check all that apply to your project		Project Data: Please enter the quantity (to nearest 0.1 unit) on all the following measures that apply to your project	
<input checked="" type="checkbox"/>	Uses Natural Systems or Systems that Mimic Natural Systems	0.0	Acres of Habitat to be Acquired
<input checked="" type="checkbox"/>	Creates, Enhances or Expands Community Green Spaces	0.15	Acres of Green/Open Space to be Acquired
Provides the Following Multiple Benefits		1.14	Acres Green Space to be Restored/Enhanced/Managed
<input checked="" type="checkbox"/>	Decreases Air and Water Pollution	0.05	Acres of Habitat to be Created/Enhanced/Restored
<input checked="" type="checkbox"/>	Reduces the Consumption of Natural Resources and Energy	0.0	Acres of Invasive Species to be Eradicated/Treated
	Increases the Reliability of Local Water Supplies	0.05	Acres of Wetland to be Created/Preserved
<input checked="" type="checkbox"/>	Increases Adaptability to Climate Change		Acre Feet of Stormwater to be Captured
	List Other Multiple Benefits not identified above:	3.08	Acres of Park and/or Community Garden to be Created or Enhanced
	Decrease Blight	0.39	Miles of Recreation Trail to be Created/Enhanced
URBAN GREENING PRIORITIES			Metric Watt Hours (MWH) Usage to be Reduced
<input checked="" type="checkbox"/>	Uses Interagency Cooperation and Integration	45.0	Trees to be planted
<input checked="" type="checkbox"/>	Uses Existing Public Lands and Facilitates Use of Public Resources and Investments, including Schools		Miligrams per Liter (Mg/L) of Pollutant Reduced
	Is Proposed by an Economically Disadvantaged Community		Other: TBD
<input checked="" type="checkbox"/>	Improves Public Health		Other: TBD
<input checked="" type="checkbox"/>	Is Innovative or Unique		Other: TBD
<input checked="" type="checkbox"/>	Is Proposed by a Community Vulnerable to Climate Change		
I certify that the information contained in this project application, including required attachments, is complete and accurate.			
Signature: 		Date: 4-19-10	
Applicant's Authorized Representative as shown in Resolution		Date	
Print Name and Title:			

Strategic Growth Council



January 18, 2011

Philip A Ginsburg
General Manager
San Francisco Recreation and Park Department
30 Van Ness Avenue, Fifth Floor
San Francisco, Ca 94102-6020

GENERAL MANAGER
SAN FRANCISCO RECREATION DEPT
2011 JAN 24 PM 3:00

Dear Mr. Ginsburg:

Congratulations on receiving an award from the Proposition 84 Urban Greening Projects for Sustainable Communities Grant Program. The Strategic Growth Council is pleased to award a grant of \$710,779 for the Cayuga Park Renovation project. We look forward to working with you in the coming months to finalize a grant agreement.

Please keep in mind that funding for project implementation, such as construction, is contingent upon full CEQA compliance. Program staff will be in contact with you in the coming weeks to begin developing the grant agreement and to discuss when you may begin incurring reimbursable costs.

Should you have any questions in the interim, please do not hesitate to contact Brad Juarros at 916-651-7584 or via e-mail at brad.juarros@resources.ca.gov.

Working together, we can reduce California's energy consumption, conserve water, improve air and water quality, and reduce California's urban communities' contribution to global warming. Through increased adaptability to climate change, we will improve quality of life for our citizens for decades to come.

Sincerely,

Heather Fargo
Executive Policy Officer

**State of California
Natural Resources Agency – GRANT AGREEMENT**

GRANTEE NAME: San Francisco Recreation & Park Department
PROJECT TITLE: Cayuga Park Renovation
AUTHORITY: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)
PROGRAM: Urban Greening Project Grants
AGREEMENT NUMBER: U59143-0
TERM OF LAND TENURE: August 1, 2011 – August 1, 2031
PROJECT PERFORMANCE PERIOD IS: August 1, 2011 – August 1, 2013

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Resources Agency pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

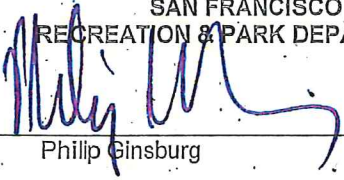
See project description on page 1 and Exhibit A of the Agreement

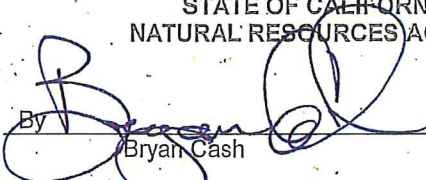
Total State Grant not to exceed **\$710,779** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

**SAN FRANCISCO
RECREATION & PARK DEPARTMENT**

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By 
Philip Ginsburg

By 
Bryan Cash

Title General Manager

Title Deputy Assistant Secretary

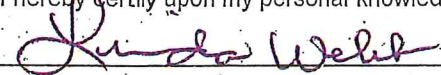
Date September 15, 2011

Date 9/23/2011

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND			
\$710,779	U59143-0	6051 - Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)			
ADJ. INCREASING ENCUMBRANCE	APPROPRIATION				
\$	0540-6051-001-2010-101				
ADJ. DECREASING ENCUMBRANCE	FUNCTION				
\$	Local Assistance				
UNENCUMBERED BALANCE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR	
\$	0540-6051-001-2010-101	712	2010	10/11	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	30591	U59143

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance



9-28-11
DATE

SIGNATURE OF ACCOUNTING OFFICER

GRANT AGREEMENT
State of California - The Natural Resources Agency

Grantee Name: San Francisco Recreation and Park Department
Project Title: Cayuga Park Renovation
Agreement Number: U59143-0
Authority: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 – Proposition 84
Program: Urban Greening for Sustainable Communities Grant Program

PROJECT DESCRIPTION

The Cayuga Park Renovation project in the city of San Francisco will implement an integrated storm water collection system, bio-retention areas and a clubhouse green roof. In addition, the project will re-vegetate the park with native plants and expand the park via a city initiated street vacation.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to preserve, enhance, increase or establish community green areas such as urban forest, open spaces, wetlands and community spaces (e.g., community gardens), in accordance with the provisions contained in the Urban Greening for Sustainable Communities Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Before the adoption of a negative declaration or environmental impact report required under Section 75070, the lead agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project. As conditions precedent to the State's obligation to make construction funding available pursuant to this Agreement, Grantee shall provide evidence of such notification to the State.
3. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required

by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

4. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by October 15, 2011.
5. The Grantee shall record a Memorandum of Unrecorded Grant Agreement (the "Memorandum"), incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
6. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall provide evidence of the completed ordinance vacating a portion of Cayuga Avenue and transferring it to San Francisco Recreation & Parks Department no later than October 15, 2011.

General Provisions

A. Definitions

1. The term "Act" means Proposition 84, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 .
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easement, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific Urban Greening Project objectives within a specific project performance period by the grantee.
10. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.

11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the urban greening project beyond the Grant Funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the Acquisition or Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.
17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond May 1, 2015.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening for Sustainable Communities Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee shall certify to the State prior to commencement of construction that all applicable permits have been obtained.
7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Advance payments may be made if warranted by compelling need at the discretion of the State.
 4. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
 5. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. The grant will be reduced by a corresponding amount. Any overpayment of Grant Funds in excess of final Project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project Performance Period as shown on the signature page, whichever is earlier.
5. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.

6. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than May 1, 2015.
7. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
8. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
9. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee

of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of 20 years, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause.

"Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.

3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either

party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Urban Greening for Sustainable Communities Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of
2006 (Proposition 84)

Grantee Name: San Francisco Recreation and Park Department

Project Title: Cayuga Park Renovation

Agreement Number: U59143-0

Project Scope: The Cayuga Park Renovation project will utilize natural topography and additional grading to capture storm water and expand greening as follows:

- Expand the existing park by approximately 6,500 square feet.
- Install underground perforated pipe drainage system.
- Plant approximately 70 trees, 160 shrubs and 700 herbaceous plants.
- Install a green roof to the renovated clubhouse.
- Install Proposition 84 grant funding signage.
- Install collection basins and connecting channel system.
- Construct a bio-retention area (meadow basin).
- Construct a new perimeter trail.
- Augment existing irrigation system to accommodate new plantings.
- Install an LED lighting system at landscape staircases and seatwalls.

Public access to the project site is via the main entrance to Cayuga Park at the intersection of Cayuga Avenue and Naglee Avenue.

Project Schedule:

Activity Description	Anticipated Timeline
Planning, design and permitting	Complete August 2011
Submit CEQA docs	October 1, 2011
Submit final site design/plans/specifications to State	September 2011
Submit evidence of bond acknowledgment signage	By November 2012
Park expansion (street vacation)	Complete September 2011
Irrigation installation	By November 2012
Planting (Includes soil amendments, sheet mulching and other weed suppression methods, etc.)	By November 2012
Open Park to Public	December 2012
Record Memorandum of Unrecorded Grant Agreement (MOUGA) and submit project closeout package with final payment request to state	March 2013

Coastal Protection Bond Act of 2006 (Proposition 84)

CAYUGA - SITE WORK

COST ESTIMATE Rev: 10/22/10

TOTAL COST

Prop 84 funded Greening Elements City-Funded Greening & Non-Green Elements

PRELIM/NON-CONSTRUCTION COSTS (CAPPED 25% OF GRANT)

Project Management (3%) - Direct supported by timesheets only	\$14,603	\$14,603	\$0
Design (22%)	\$108,500	\$108,500	\$0
Living Roof Consultant	\$32,438	\$32,438	\$0
Interpretive Signage Design	\$15,000	\$15,000	\$0
Street Vacation (ordinance change)	\$5,630	\$5,630	\$0
SUBTOTAL	\$176,171	\$176,171	\$0

DEMOLITION & SITE PREPARATION

Demolition (partial site- north/west concentration)	\$124,329	\$9,247	\$115,082
Building demolition (including haz mat)	\$125,650	\$9,345	\$116,305
Site preparation/Rough and fine grading (site only)	\$100,432	\$7,470	\$92,962
Drainage (typical w/o field)	\$32,960	\$2,451	\$30,509
Field drainage (30' o.c. trench drain)	\$23,000	\$0	\$23,000
SUBTOTAL	\$406,371	\$28,513	\$377,858

BUILDING

Clubhouse site prep	\$262,800	\$0	\$262,800
Clubhouse construction	\$895,344	\$0	\$895,344
Clubhouse foundation	\$262,800	\$0	\$262,800
Green roof (complete)	\$96,261	\$96,261	\$0
SUBTOTAL	\$1,517,205	\$96,261	\$1,420,944

PAVING, CONC. SEAT WALLS

Concrete paving	\$156,586	\$0	\$156,586
Natural Pave/Header	\$143,650	\$0	\$143,650
Dirt path stabilization	\$16,620	\$16,620	\$0
Concrete walls, curbs, ramps and steps	\$272,525	\$0	\$272,525
Boardwalk	\$36,956	\$36,956	\$0
Erosion control planting mounds (along paths & bart)	\$17,056	\$17,056	\$0
Runnel element	\$15,590	\$15,590	\$0
Collection pool feature	\$18,055	\$0	\$18,055
Handrails at ramps and steps	\$20,400	\$0	\$20,400
Active recreation (tennis, basketball court)	\$115,500	\$0	\$115,500
SUBTOTAL	\$812,938	\$86,222	\$726,716

PLAY AREA

Safety surface	\$167,627	\$0	\$167,627
Playground sand	\$3,570	\$0	\$3,570
Play equipment	\$226,200	\$0	\$226,200
SUBTOTAL	\$397,397	\$0	\$397,397

Urban Greening for Sustainable Communities Grant Program Safe Drinking Water, Water Quality and Supply, Flood Control, River and
Coastal Protection Bond Act of 2006 (Proposition 84)

CAYUGA - SITE WORK	TOTAL COST		Prop 84 funded Greening Elements		City-Funded Greening & Non-Green Elements	
COST ESTIMATE Rev: 10/22/10						
PLANTING/TREE REMOVAL						
Tree /stump removal (e.g. transplanting, pruning, salvage, soil preparation)	\$115,400		\$0		\$115,400	
Irrigation (field/new complex/playground/ BART zone only)	\$241,455		\$0		\$241,455	
Field (sod)	\$54,000		\$0		\$54,000	
Shrubs/Ground cover	\$254,925		\$173,782		\$81,143	
Vegetation swale	\$6,000		\$0		\$6,000	
Windmill palm (24" box)	\$35,000		\$0		\$35,000	
Trees (24" Box)	\$7,500		\$7,500		\$0	
Trees (15 ga)	\$12,600		\$4,500		\$8,100	
Wood header; boulder; steps (5' wide)	\$13,200		\$0		\$13,200	
30-Day Plant Establishment and Maintenance Period	\$5,000		\$0		\$5,000	
	\$745,080		\$185,782		\$559,298	
SUBTOTAL						
SITE FURNISHINGS/FENCING/LIGHTING/SITE UTILITIES						
Seating, tables, trash receptacles and recreational amenities	\$84,350		\$0		\$84,350	
Signage and graphics (living roof & bioswale)	\$10,000		\$10,000		\$0	
Chain link (black) 10' high	\$16,560		\$0		\$16,560	
Chain link (black or green) 8' high	\$138,150		\$0		\$138,150	
Ornamental fence @ play area	\$7,800		\$0		\$7,800	
Single and double gates	\$15,000		\$0		\$15,000	
Lighting	\$156,500		\$80,000		\$76,500	
Storm drain	\$54,400		\$0		\$54,400	
	\$482,760		\$90,000		\$392,760	
SUBTOTAL						
OTHER						
Contingency (Capped at 10% of Grant)	\$46,330		\$46,330		\$0	
Bond Acknowledgement Signage	\$1,500		\$1,500		\$0	
	\$47,830		\$47,830		\$0	
SUBTOTAL						
CITY-FUNDED GREENING & NON-GREENING ELEMENTS						
Design & Estimating Contingencies (10%)	\$360,517		\$0		\$360,517	
General Conditions & Requirements (10%)	\$396,569		\$0		\$396,569	
Payment & Performance Bonds (2%)	\$79,314		\$0		\$79,314	
General Contractor's Fee (5%)	\$222,078		\$0		\$222,078	
Cost Escalation to Mid-Point of Construction (3%)	\$139,909		\$0		\$139,909	
	\$1,198,387		\$0		\$1,198,387	
SUBTOTAL						
Project Management (3%)	\$144,107		\$0		\$144,107	
Design (27%)	\$1,369,807		\$0		\$1,369,807	
Permits	\$50,000		\$0		\$50,000	
Wood Sculptures Conservation	\$207,000		\$0		\$207,000	
Art Enrichment	\$114,000		\$0		\$114,000	
	\$1,884,914		\$0		\$1,884,914	
SUBTOTAL						
PROJECT TOTALS						
	\$7,669,053		\$710,779		\$6,958,274	

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: CDX Builders, Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
PLEASE SEE THE ATTACHMENT.	
Contractor address: 1595 FAIRFAX AVENUE, SAN FRANCISCO, CA 94124	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i> NOT APPLICABLE	Amount of contract: \$5,452,800
Describe the nature of the contract that was approved: RENOVATION OF CAYUGA PARK AND CLUBHOUSE	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

ATTACHMENT

(1) members of the contractor's board of directors;

Steven Chu-President & Treasure

Sylvia Chu- Vice President & Secretary

(2) the contractor's chief executive officer, chief financial officer and chief operating officer;

Steven Chu-President

Sylvia Chu- Vice President

(3) any person who has an ownership of 20 percent or more in the contractor;

Steven Chu

(4) any subcontractor listed in the bid or contract;

AAA Fence

A. Ruiz Construction Co & Assoc. Inc.

Advance Installation

All American Tile and Terrazzo

Black Top Paving

City Lumber and Hardware

Concrete Waterproofing CO

Empire Contract Glazing

George Family Enterprise

Joe Wang Carpet & Flooring

KBI Painting

Lahue and Associates

Lawrence Roll Up Doors, Inc.

Lloyd F. McKinney Associates, Inc.

Magnilia Landscape

Malcolm Drilling Company, Inc.

National Air Balance

Pacific Decorative Concrete

Peninsulators

Precision Tree Care

Robert Boeger Plastering

Ross Recreation Equipment Company, Inc.

Syserco

T&T Electric Corporation

T.J. Janca Construction, Inc.

Thameside Masonry, Inc.

T.S Natoli

Vintage Contractors

Western Roofing

Whelan Building Specialties

(5) any political committee sponsored or controlled by the contractor.

N/A