

File No. 110321

Committee Item No. \_\_\_\_\_  
Board Item No. 21

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date March 22, 2011

Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/> | <input checked="" 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"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input type="checkbox"/>            | Introduction Form (for hearings)             |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ethics Form 126                              |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Application                                  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Public Correspondence                        |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Andrea Ausberry Date March 17, 2011  
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 - Marina Green Bicycle Trail - \$97,339]  
2

3 **Resolution authorizing the Department of Public Works to accept and expend a grant in**  
4 **the amount of \$97,339 from the Association of Bay Area Governments for the Marina**  
5 **Green Bicycle Trail project between Laguna Street and Buchanan Street.**  
6

7 WHEREAS, The Bay Trail is a planned 500-mile, multiple-use trail administered by the  
8 Association of Bay Area Governments (ABAG) that, when complete, will encircle San  
9 Francisco Bay, linking the shorelines of 47 cities and nine counties; and,

10 WHEREAS, Through the Bay Trail Project's Regional Development Program, ABAG  
11 administers and awards grant funds to projects that maximize development of new Bay Trail  
12 miles and complete gaps in the Bay Trail; and,

13 WHEREAS, The Department of Public Works (DPW) applied for and received a Bay  
14 Trail grant from ABAG in the amount of \$97,339 to design and repave a section of the Marina  
15 Green Bicycle Trail between Laguna and Buchanan Streets, titled "Zone H" on the site plan  
16 on file with the Clerk of the Board of Supervisors in File No. 110321, and hereby declared to  
17 be a part of this resolution as if set forth fully herein; and,

18 WHEREAS, The DPW is a project sponsor eligible to receive these funds; and,

19 WHEREAS, The DPW desires to accept the ABAG Bay Trail grant and execute a grant  
20 agreement with ABAG for all phases of work funded by the grant; and,

21 WHEREAS, The grant agreement for the planning and design phase of work, is on file  
22 with the Clerk of the Board of Supervisors in File No. 110321, and hereby declared to be a  
23 part of this resolution as if set forth fully herein; and,

24 WHEREAS, The project is subject to the appropriate environmental review; and,  
25

1 WHEREAS, The DPW wishes to execute a second grant agreement with ABAG for the  
2 construction phase of work after environmental clearance is secured; and,

3 WHEREAS, The grant budget includes provision for indirect costs of \$6,900; and,

4 WHEREAS, The grant does not require a local match; and,

5 WHEREAS, The grant does not require an ASO amendment; now, therefore be it

6 RESOLVED, That DPW will implement the project as described in the grant application  
7 and in this resolution; and be it

8 FURTHER RESOLVED, That DPW is authorized to accept and expend the Bay Trail  
9 grant in the amount of \$97,339; and be it

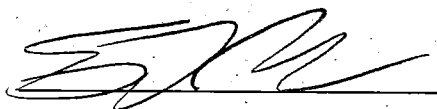
10 FURTHER RESOLVED, That the Director of Public Works or his or her designee is  
11 authorized to execute all applications, contracts, agreements, and other documents pertaining  
12 to all phases of work for the project with ABAG.

13  
14  
15 Recommended:

Approved: 

16 Mayor



17  
18 

19 Department Head

20 Approved: 

21 Controller



Edwin M. Lee, Mayor  
Edward D. Reiskin, Director



TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Edward Reiskin, Director of Public Works  
DATE: March 7, 2011  
SUBJECT: Accept-Expend Grant  
GRANT TITLE: Marina Green Bicycle Trail, Zone H - Bay Trail Grant

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

- Proposed resolution; original signed by Department, Mayor, Controller
- Grant Information Form
- Grant application
- Grant award letter and Planning Grant agreement
- Project budget

**Special Timeline Requirements:**

Departmental representative to receive a copy of the adopted resolution:

Name: Simone Jacques, Simone.Jacques@sfdpw.org

Phone: 558-4034

Interoffice Mail Address: DPW, BOE 30 Van Ness Ave, 5<sup>th</sup> Floor

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).

**Summary**

The Department of Public Works (DPW) requests authorization to accept and expend a \$97,339 grant awarded by the Association of Bay Area Governments (ABAG). The Association of Bay Area Governments, requires an approved Board of Supervisors resolution prior to executing the grant agreement with DPW.



### **Background**

In June 2010, the Department of Public Works received a \$988,000 federal Congestion Management Agency (CMA) block grant for the Marina Green Bicycle Trail Project. The Board of Supervisors approved acceptance and expenditure of the federal grant in January 2011 through file no. 101413. The CMA Block grant requires an 11.47% match, or \$128,025, which will be funded through Proposition K, the local ¼-cent sales tax. The San Francisco Transportation Authority Board allocated local matching funds for the preliminary engineering phase in December 2010. An additional \$40,045 from the Bay Area Air Quality Management District was also secured for the project by the Recreation and Parks Department.

In December 2010, the Association of Bay Area Governments awarded a \$97,339 grant for improvements to the Marina Green Bicycle Trail, between Laguan and Buchanan Streets (Zone H on the attached site plan). The scope of work includes demolishing the existing concrete sidewalk, relocating the signal light and light pole, installing new curb ramps, path widening, new paving and re-striping. The award of this grant brings the total project budget to \$1,253,409. The project is scheduled to begin design in March 2011 with construction beginning in March 2012.

Questions about the proposed resolution can be directed to Simone Jacques, Transportation Finance Analyst, 558-4034 or Mary Musyinski, Project Manager, 558-4004.





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: no

**\*\*Disability Access Checklist\*\***

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: Keith W. Lewis

(Name)

Date Reviewed: 7 MARCH 2011

Department Approval: Edward D. Reiskin

(Name)

Director of Public Works

(Title)

[Handwritten Signature]

(Signature)



## SAN FRANCISCO BAY TRAIL Grant Application

The Bay Trail Project is soliciting grant applications for trail planning and construction projects that will complete gaps in the Bay Trail.

**Grant Program Basics:** Local, state or federal government agencies, special districts and qualified nonprofit organizations are eligible. The program favors construction of high priority Bay Trail segments, matching or in-kind contributions, innovative solutions, partnerships and employment of the California Conservation Corps (or local corps) where possible. Planning, design or technical studies that overcome obstacles to future trail development are also eligible. See <http://www.baytrail.org> for more information about the program and to view examples of previously awarded grants.

**Note:** The following are not eligible: a) trail projects or design work required as part of a permit approval or as mitigation for another project, or b) permitting costs.

### Applicant Information

<b>Lead Agency Name</b>	City and County of San Francisco, Department of Public Works		
<b>Address</b>	30 Van Ness, 5th Floor, San Francisco, CA 94102		
<b>Contact Name/Title</b>	Mary Muszynski, Project Manager		
<b>Phone Number</b>	415-558-4004	<b>Fax number</b>	415-558-4519
<b>E-mail</b>	Mary.Muszynski@sfdpw.org		

### Project Information

<b>Project Title</b>	Marina Green Bicycle Trail - Zone H		
<b>Project Location</b>	San Francisco: North side of Marina Blvd between Laguna and Buchanan Sts		
<b>Length of Trail Segment</b>	0.084 miles	<b>Does project close gap?</b>	YES
<b>Project Partners</b>	SF RPD, SF MTA, SF PUC, GGNRA, Bay Trail Project, Fort Mason Center, San Francisco Bicycle Coalition, & San Francisco Beautiful		
<b>Proposed Start Date</b>	March 2011	<b>Proposed Completion Date</b>	July 2012
<b>Grant Request</b>	\$97,339	<b>Total Project Cost</b>	\$1,213,814

### Matching Contributions

<b>Amount</b>	\$988,415	<b>Funding Source</b>	SFMTA
<b>Amount</b>	\$128,060	<b>Funding Source</b>	SF Prop. K & SFMTA
<b>Amount</b>		<b>Funding Source</b>	
<b>Amount</b>		<b>Funding Source</b>	

**In-kind Contributions** None  
(provide descriptions & values)

**List Local Plans that Support Project** 2009 San Francisco Bicycle Plan / Near Term project 2-1, The San Francisco General Plan/Transportation Element, MTC's Regional Bicycle Plan for the San Francisco Bay Area /project SF-50

**Signature**  **Date** 11 23 10



## Project Description

The overall Marina Green Bicycle Trail project will create a Class I, multi-use path for bicyclists and pedestrians on the north side of Marina Boulevard between Laguna and Lyon Streets, a distance of 1.5 miles. This request is to fund 85% of the design and construction of the new paving in Zone H of the Marina Green Bicycle Trail located on the north side of Marina Boulevard between Laguna and Buchanan Streets, a distance of 446 linear feet (0.084 miles). The project is located on the San Francisco Bay Trail approximately 1.5 miles east of the Golden Gate Bridge. To the east lies Fort Mason and to the west, the Presidio/Crissy Field. This area is part of the Bay Trail and San Francisco Bicycle Route number 2. Zone H connects directly to the Bay Trail on the east and west. Improvements to this zone will close a gap in and improve access to the Bay Trail.

The proposed project will separate east and west bound bicyclists from pedestrians. Presently these two modes share the same right-of-way. The end result of the overall project, including in Zone H, will be a side-by-side exclusive bicycle and pedestrian facility that will separate bidirectional bicycle traffic from pedestrians. Please see attached drawings.

### Project Need

The Bay Trail along this corridor is one of the most heavily used segments of the Bay Trail system-wide. Although this segment of the Bay Trail sees tremendous demand, the existing bicycle facilities are not adequate. In Zone H the trail is substandard in width at 8' and has numerous obstruction which pinch access down to 5' in places. Currently, all bicyclists traveling in both directions must use this sidewalk along with the thousands of pedestrians who use the sidewalk weekly. In 2005, representatives of the Bay Trail Project, the Golden Gate National Recreation Area (GGNRA), the Fort Mason Center, the San Francisco Bicycle Coalition, and San Francisco Beautiful requested that improvements be made along this portion of the Bay Trail to mitigate the following deficiencies:

The various groups (walkers, joggers, skaters, and recreational and commuter bicyclists) that use the trail along Marina Boulevard encounter chaos due to the lack of directional or safety signage, lack of striping, and physical obstructions throughout this area.

Pedestrians and bicyclists entering the trail from the east (Fort Mason/Fisherman's Wharf area) or the west (Crissy Field/Presidio) who are unfamiliar with the area often continue on along Marina Boulevard rather than taking the connecting trails that lead to the shoreline. There is no signage indicating shoreline access. In San Francisco, most bicycle path alignments are heavily used by pedestrians as well as cyclists and should be designed to exceed the minimum standards.

Based on these findings, in Zone H, the Department of Public Works (DPW) proposes to:

Demolish existing concrete sidewalk, relocate signal light and light pole out of the way of pedestrians and cyclists, demolish 3 curb ramps and install new, remove 6 existing unhealthy trees; transplant new saplings, widen paths of travel and install new asphalt paving (20 ft wide), add striping and marking of designated pedestrian and bicycle paths, and install buffer in parking overhang area.

### Community Support

This project has been the topic of eight community meetings, and has received overwhelming support from the cycling community as well as support from local residents and businesses.

### Project Implementation

DPW will oversee design and implementation of the project, including construction management. The SFMTA and San Francisco PUC (PUC) will assist with design work as needed. The construction will be performed by a contractor, selected through competitive bidding. Construction management will be performed by DPW's Bureau of Construction Management with assistance from the SFMTA, PUC, and other agencies as needed.

### Environmental Certification

In May 2011, it is anticipated that Environmental Clearance (NEPA) will be issued by Caltrans. Please see schedule.

## Attachments

1. **Project area map with trail segment clearly marked**
2. **Project budget**
3. **Project schedule**
4. **Environmental certification or expected certification date**  
(construction projects only)
5. **Letters of support** (optional)

Send two copies of the proposal form and attachments to **San Francisco Bay Trail Project**, c/o Association of Bay Area Governments, P.O. Box 2050, Oakland, CA 94604-2050.

### **Please direct questions to Bay Trail Project staff:**

**Laura Thompson**, Project Manager, 510-464-7935

**Maureen Gaffney**: San Francisco, Marin, Napa, Sonoma and Solano counties, 510-464-7909

**Lee Huo**: Alameda and Contra Costa counties, 510-464-7915

**Patrycja Bossak**: San Mateo and Santa Clara counties, 510-464-7919



March 4, 2011

Ms. Mary Muszynski  
San Francisco Department of Public Works  
30 Van Ness, 5<sup>th</sup> Floor  
San Francisco, CA 94102

**Subject: Funding Decision Regarding Bay Trail Marina Green Zone H (East Harbor  
Parking Lot) Design and Construction**

Dear Ms. Muszynski:

It is a pleasure to inform you that the above-referenced project has officially been awarded a grant of \$97,339 under the San Francisco Bay Trail Project's competitive Regional Development Program. The grant awards were made on December 9, 2010 by the Bay Trail Steering Committee.

Because this project involves both design and construction elements, two contracts will be required. Once the design contract (the first of two) is signed, the next step will be the drafting and approval of the work program. The work program outlines on a task by task basis the items that the Bay Trail grant will pay for. The work program must be approved by ABAG and the Coastal Conservancy, and becomes the basis for reimbursement to the San Francisco Department of Public Works.

If you have any questions regarding the grant process in the meantime, please feel free to contact me at (510) 464-7909 or by e-mail at [maureeng@abag.ca.gov](mailto:maureeng@abag.ca.gov).

Thank you for your interest in the Bay Trail grant program. We look forward to working with you on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen Gaffney", written over a faint, dotted grid background.

Maureen Gaffney  
Bay Trail Planner

cc: Ann Buell, Coastal Conservancy

**ASSOCIATION OF BAY AREA GOVERNMENTS  
BAY TRAIL PROJECT**

**PLANNING GRANT AGREEMENT**

**Marina Green Zone H (East Harbor Parking Lot) 100% Design, Plans, Specs & Engineering**

**Grantee's full, legal name: City of San Francisco Department of Public Works**

**Address: 30 Van Ness, 5<sup>th</sup> Floor**

**Phone No.: (415) 558-4004**

**Name of Contact: Mary Muszynski**

**Title of Contact: Project Manager**

**Taxpayer ID Number \_\_\_\_\_**

**I. SCOPE OF AGREEMENT**

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") awarded grant funds to be administered by the Association of Bay Area Governments (ABAG) for development of the Bay Trail Project. ABAG grants to the City of San Francisco, Department of Public Works ("the Grantee") a sum not to exceed **fourteen thousand one hundred forty nine dollars (\$14,149)**, Proposition 84 funds, the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006", subject to the terms and conditions of this Agreement, to complete **100% Plans, Specifications and Engineering Documents for the Marina Green Zone H Bay Trail Segment (at East Harbor Parking Lot)** ("the Project") for the area, shown on Exhibit A, which is incorporated by reference and attached. The Project description is attached as Exhibit B, which is incorporated by reference.

The Grantee shall carry out the Project in accordance with this agreement and a work program to be approved by ABAG pursuant to this agreement. The Grantee shall provide any funds beyond those granted under this agreement which are needed to complete the Project.

**II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The Grantee shall not commence the Project and ABAG shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

- A. A resolution has been adopted by the **San Francisco Board of Supervisors** authorizing the execution of this agreement and approving its terms and conditions.
- B. ABAG has approved in writing:
  - 1. The work program for the Project.

2. All contractors that the Grantee intends to employ in connection with the Project.

### **III. TERM OF AGREEMENT**

This agreement shall be deemed executed and effective when signed by both parties and together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement.

This agreement shall run from its effective date through September 1, 2012 (the "completion date") unless otherwise terminated or amended as provided in this agreement. All work shall be completed by the completion date.

## STANDARD PROVISIONS

### I. WORK PROGRAM

If all or part of the Project to be funded under this agreement will be performed by third parties ("contractors") under contract with the Grantee, then the Grantee shall, prior to initiating any request for proposals or other solicitation, submit the solicitation package for review and written approval of ABAG. Upon approval by ABAG, the Grantee shall proceed with the solicitation process. Prior to final selection, the Grantee shall submit to ABAG for written approval the names of all contractors that the Grantee intends to hire.

Prior to commencement of the Project, the Grantee shall submit a detailed work program to ABAG for review and written approval as to its consistency with the terms of this agreement. The work program shall include:

- A. The specific tasks to be performed.
- B. A schedule of completion for the Project, specifically listing the completion date for each Project component and a final Project completion date.
- C. A detailed project budget ("Project Budget"). The Project Budget shall describe all labor and materials costs to be incurred to complete each component of the Project. For each Project component, the Project Budget shall list all intended funding sources including ABAG's grant, the Grantee's required contribution and all other sources of monies, materials, or labor.

The work program shall have the same force and effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the Grantee's submission of a modified work program and ABAG's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The Grantee shall carry out the Project in accordance with the approved work program.

### II. COORDINATION AND MEETINGS

The Grantee shall coordinate with ABAG staff and shall participate in meetings and other communications as necessary to ensure coordination.

### III. WORK PRODUCTS

All materials and work products produced by the Grantee as a result of this agreement are the property of ABAG and the Conservancy.

#### **IV. COSTS AND DISBURSEMENTS**

Upon determination by ABAG that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, ABAG shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

The provision of this section with a check mark, "x" or equivalent mark opposite it will apply at the commencement of the agreement.

**MONTHLY INVOICES**

Disbursements shall be made on the basis of costs incurred to date, less ten percent (10%), upon the Grantee's satisfactory progress in accordance with the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent (10%) withheld shall be made upon (1) the Grantee's satisfactory completion of the Project, compliance with the "PROJECT COMPLETION" section of this agreement, and submission of a fully executed final "Request for Disbursement" form; and (2) ABAG's acceptance of the Project.

**COMPLETION OF EACH PROJECT TASK**

Disbursement shall be made on the basis of costs incurred to date, less ten percent (10%), upon the Grantee's satisfactory completion of each project task identified in the approved work program. The final disbursement, together with amounts earlier withheld, shall be made upon the Grantee's satisfactory completion of the Project and compliance with the "PROJECT COMPLETION" section of this agreement and upon ABAG's acceptance of the Project.

**COMPLETION OF PROJECT**

Disbursement shall be made on the basis of costs incurred, upon the Grantee's satisfactory completion of the Project and compliance with the "PROJECT COMPLETION" section of this agreement and upon ABAG's acceptance of the Project.

The Grantee shall request disbursements by filing with ABAG fully executed "Request for Disbursement" forms (available from ABAG). The Grantee shall submit the final form within thirty (30) days after the completion date provided in the "TERM OF AGREEMENT" section, above. The Grantee shall state on the form its name and address, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description of all work done for which disbursement is requested. The form shall be signed by an authorized representative of the Grantee. Additionally, each form shall be accompanied by any supporting invoices or other source documents from contractors that the Grantee engaged to complete any portion of the Project funded under this agreement, and by written substantiation of completion of the portion of the Project for which disbursement is requested. With each form, the Grantee shall also submit a supporting progress report summarizing the current status of the Project and comparing it to the status required by the work program (budget, timeline, task, etc). Failure to fully

execute and submit a "Request for Disbursement" form, including attachment of supporting documents, will relieve ABAG of its obligation to disburse funds to the Grantee unless and until all deficiencies in the form are rectified.

#### **V. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The Grantee shall expend funds in the manner described in the approved Project Budget. The allocation of ABAG's total grant among the items in the Project Budget may vary by as much as ten percent (10%) without approval by ABAG. Any difference of more than ten percent (10%) must be approved in writing by ABAG. ABAG may withhold payment for changes in particular budget items which exceed the amount allocated in the Project Budget by more than ten percent (10%) and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **VI. PROJECT COMPLETION**

The Grantee shall complete the Project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the Project, the Grantee shall supply ABAG with two copies of evidence of completion by submitting: (1) any other work products specified in the work program for the Project; and (2) a fully executed final "Request for Disbursement" form. Within forty-five (45) days of Grantee's compliance with this paragraph, ABAG shall determine whether the Project has been satisfactorily completed. If ABAG determines that the Project has been satisfactorily completed, ABAG shall issue to the Grantee a letter of acceptance of the Project. The Project shall be deemed complete as of the date of the letter of acceptance.

#### **VII. EARLY TERMINATION AND FAILURE TO PERFORM**

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 ABAG of all amounts disbursed by ABAG under this agreement. ABAG may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies ABAG may have for breach of this agreement.

#### **VIII. LIABILITY**

- A. The Grantee shall be responsible for, indemnify and save harmless ABAG, the Bay Trail Project and State of California ("the State"), their members, directors, officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of ABAG, its members, directors, officers, agents or employees. The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

**PUBLIC ENTITY GRANTEEES:** This agreement supersedes the Grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

- B. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or any member of it rights as a third party beneficiary under this agreement.

#### **IX. AUDITS/ACCOUNTING/RECORDS**

The Grantee shall maintain standard financial accounts, documents, and records relating to implementation of the Project. The Grantee shall retain these documents for three (3) years following the date of final disbursement by ABAG under this agreement, regardless of the termination date. The documents shall be subject to examination and audit by ABAG and the Bureau of State Audits during this period. The Grantee may use any accounting system which follows the guidelines of "Generally Accepted Accounting Practices" published by the American Institute of Certified Public Accountants.

#### **X. NONDISCRIMINATION**

During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Govt. Code Sections 12900 *et seq.*) and the applicable regulations (California Code of Regulations, Title 2, Sections 7285.0 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

#### **XI. INDEPENDENT CAPACITY**

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of ABAG.



**XII. ASSIGNMENT**

Without the written consent of ABAG, this agreement is not assignable by the Grantee in whole or in part.

**XIII. TIMELINESS**

Time is of the essence in this agreement.

**XIV. ABAG'S DESIGNEE**

ABAG designates Laura Thompson as project manager who shall have authority to act on behalf of ABAG with respect to this agreement.

**XV. AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**XVI. LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

The parties have caused this agreement to be executed by their respective officers, duly authorized, the provisions of which agreement are effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ASSOCIATION OF BAY AREA GOVERNMENTS

GRANTEE

By \_\_\_\_\_  
Ezra Rapport, Executive Director

By \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

By \_\_\_\_\_  
Kenneth K. Moy, Legal Counsel

By \_\_\_\_\_

**EXHIBIT A**

**Project Location**



## **EXHIBIT B**

### **Project Description**

Grant funds will be used to complete 100% design, engineering, plans, specifications for the .08 mile gap in the Bay Trail on Marina Blvd adjacent to the East Harbor Parking Lot. This is "Zone H" of SFDPW's Marina Green bicycle and pedestrian pathway that runs between Fort Mason and Crissy Field.

**Marina Green Streetscape Improvements  
Budget and Funding Plan - Updated 2/28/11**

FUNDING SOURCES
<i>Project</i>
Bicycle Trail - Laguna to Lyon (paving, landscaping, irrigation, bollards, signage)
Zone H - path resurfacing
<b>TOTAL</b>

<i>Budget</i>
\$1,156,070
\$97,339
<b>\$1,253,409</b>

FEDERAL FUNDS	LOCAL FUNDS	REGIONAL FUNDS
<i>CMA Block Grant 88.53%</i>	<i>Prop K Local Match 11.47%</i>	<i>Bay Area Air Quality Management District Grant</i>
\$988,000	\$128,025	\$40,045
<b>\$988,000</b>	<b>\$128,025</b>	<b>\$40,045</b>
		<i>Bay Trail Grant*</i>
		\$97,339
		<b>\$97,339</b>

<i>Phase of Work</i>
Preliminary Engineering
Construction
Construction Engineering/Management
<b>TOTAL</b>

<i>Budget</i>
\$139,589
\$982,208
\$131,612
<b>\$1,253,409</b>

<i>CMA Block Grant 88.53%</i>	<i>Prop K Local Match 11.47%</i>	<i>Bay Area Air Quality Management District Grant</i>	<i>Bay Trail Grant*</i>
\$111,000	\$14,400		\$14,189
\$749,351	\$113,625	\$40,045	\$79,187
\$127,649			\$3,963
<b>\$988,000</b>	<b>\$128,025</b>	<b>\$40,045</b>	<b>\$97,339</b>

## INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

Time Stamp or  
Meeting Date

I hereby submit the following item for introduction:

- 1. For reference to Committee:  
    An ordinance, resolution, motion, or charter amendment
- 2. Request for next printed agenda without reference to Committee
- 3. Request for Committee hearing on a subject matter
- 4. Request for letter beginning "Supervisor \_\_\_\_\_ inquires..."
- 5. City Attorney request
- 6. Call file from Committee
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File Nos.
- 9. Request for Closed Session
- 10. Board to Sit as A Committee of the Whole

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- |   |  |
|---|--|
| <input type="checkbox"/> Small Business Commission      | <input type="checkbox"/> Youth Commission    |
| <input type="checkbox"/> Ethics Commission              | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Inspection Commission |  |

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]**

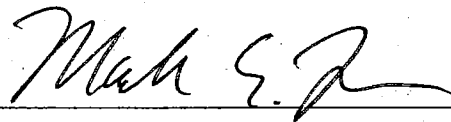
**Sponsor(s):** Supervisor Mark E. Farrell

**SUBJECT:** Accept and Expend Grant - Marina Green Bicycle Trail, \$97,339

The text is listed below or attached:

Attached

Signature of Sponsoring Supervisor: \_\_\_\_\_



---

**For Clerk's Use Only:**