

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Recreational Trails Program

GRANTEE City & County of San Francisco

PROJECT TITLE TWIN PEAKS PROMENADE PROJECT PROJECT NUMBER RT-38-004

PROJECT PERFORMANCE PERIOD is from September 20, 2024 thru March 15, 2027

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total Grant amount indicated below.

PROJECT DESCRIPTION:

Construct a new Twin Peaks Promenade combination asphalt/multi-use aggregate 1,660 linear foot trail with overlook seating areas, educational and wayfinding signage, paved parking area, and landscaping within the City of San Francisco.

Total State Grant not to exceed \$1,493,692.00

Total Project Cost \$ 3,089,800.00

Rate of Reimbursement 48.342676%

City & County of San Francisco
 Grantee

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

By _____
 Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

 Signature of Authorized Representative

By _____

Address _____

Date _____

Title General Manager

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C8553001	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000007690			PROJECT NO. RT-38-004
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,493,692.00		FUND. Recreational Trails Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0858	CHAPTER 22	STATUTE 24	FISCAL YEAR 2024/25
TOTAL AMOUNT ENCUMBERED TO DATE \$1,493,692.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 68656	PROJECT / WORK PHASE 379009102200

Grant Contract for Grants Funded by Recreational Trails Program

GENERAL PROVISIONS

A. Definitions

The term "Act" as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term "Application" as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.
2. The term "Acquisition" means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.
3. The term "Department" means the California Department of Parks and Recreation.
4. The term "Development" means Capital Improvements to real property by construction.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby Grants to the Grantee a sum of money (Grant monies) not to exceed the amount stated on page 1, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Grant Scope. 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.

2. The Grantee shall complete the Grant Scope in accordance with the time of Grant Performance Period set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.) and the National Environmental Policy Act.
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.
6. If the Grant Scope includes Acquisition of real property, the Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.
7. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

C. Project Costs

The Grant moneys to be provided Grantee under this contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
 - a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
 - a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
3. If the Project includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
 - a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80%

reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded contracts or agreements.

- b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.
4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account.
5. Statements/payment requests shall be submitted to the State not less than twice a calendar year, beginning from the date of federal approval/contract performance start date.

D. Budget Contingency Clause

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a Contract amendment to Grantee to reflect the reduced amount.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the Advance. Interest earned on grant monies shall be used on the Project as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the Grant Scope or end of the Grant Performance Period, whichever is earlier.
2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Grantee's jurisdiction.
3. The Grantee shall promptly submit written Project Reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Contract available for inspection upon request by the State.
5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

F. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount

required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to 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 monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

G. Hold Harmless

1. The Grantee shall waive all claims and recourse 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 Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or Maintenance of the property described as the Project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of California Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the 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.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The 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. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.
2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in

connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The 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 Contract. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.
4. The Grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.
2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.
3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee assumes the obligations imposed under this Contract and with the concurrence of the Department.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Grant program.

K. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

L. Severability

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

SPECIAL PROVISIONS

A. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1.all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2.all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3.all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference go to: https://www.fhwa.dot.gov/bipartisan-infrastructure-law/technical_support.cfm. Additional information also available at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america/>.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

The Grantee must comply with Buy America requirements for all steel and iron permanently incorporated in a project funded under title 23. (23 USC §135 and 23 CFR §635.410)

Projects funded after December 26, 2014, are required to follow the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards.” (CFR Title 2, Chapter II, Part 200 et. seq.)

City & County of San Francisco
GRANTEE

By: _____
Signature of Authorized Representative

Title: General Manager

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 FEDERAL-AID PROJECT AGREEMENT**

RECIPIENT: 6-California

FEDERAL PROJECT NO: RT38004

UEI (SAM): UK66CLD4DX71

RECIPIENT PROJ. NO(S):

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: 2023 Recreational Trails Project: Twin Peaks Promenade Project
PROJECT DESCRIPTION: Construct a new Twin Peaks Promenade combination asphalt/multi-use aggregate 1,660 linear foot trail with overlook seating areas, educational and wayfinding signage, paved parking area, and landscaping.
DUNS#:
SUBRECIPIENT PROJECT: Yes
SUBRECIPIENT UEI (SAM): VY39GJE3DQG1
SUBRECIPIENT NAME: CALIFORNIA DEPARTMENT OF PARKS & RECREATION
PROJECT END DATE: 03/15/2027

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	
CONSTRUCTION	09/20/2024
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y940	693JJ22430000Y940CART38004		\$1,144,479.90	48.34%	\$553,272.21	\$0.00
Z94E	693JJ22430000Z94ECART38004		\$1,945,320.10	48.34%	\$940,419.79	\$0.00
TOTAL			\$3,089,800.00		\$1,493,692.00	\$0.00

ESTIMATED TOTAL COST: \$3,089,800.00
TOTAL AUTHORIZED FOR PROJECT: \$1,493,692.00

DEPARTMENT OF TRANSPORTATION CALIFORNIA

AVAILABLE FUNDS CERTIFIED BY: STATE SIGNATURE ON FILE DATE:
 APPROVED AND REQUESTED BY: STATE SIGNATURE ON FILE DATE:
 AGRMT/MODIFY REQUESTED BY: STATE SIGNATURE ON FILE DATE:

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Jerilynn Fogle DATE: 09/20/2024
 APPROVAL RECOMMENDED BY: Andrew Bianchi DATE: 09/20/2024
 APPROVED AND AUTHORIZED BY: Grace Regidor DATE: 09/20/2024

RECIPIENT REMARKS:

DIVISION REMARKS: 09/09/2024 - Federal share for this project is on a Pro Rata basis.(JF)