

CITY OF RICHMOND STANDARD CONTRACT

Department: Public Works	Project Manager: Yader A. Bermudez
Project Manager E-mail: Yader_Bermudez@ci.richmond.ca.us	Project Manager Phone No: (510) 774-6300
PR No: Vendor No: 8786	P.O./Contract No: 5228
Description of Services: POGO Park with the City of Richmond will perform the design/build of the Harbour 8 Park.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: POGO Park

Street Address: 720 Elm Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Toody Maher

Telephone: (510) 215-5500

Email: toody@pogopark.org

Business License No: 40046304

/ Expiration Date: July 16, 2021

A California ☒ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☐ non-profit corporation, ☐ individual dba as [specify:] _____, ☐ other [specify:] _____

2. Term. The effective date of this Contract is July 1, 2020 and it terminates June 30, 2023 unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 1,589,500.00. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

By: 

Title:

I hereby certify that this Contract
has been approved by City Council.

By: 

City Clerk

Approved as to form:

By: 

City Attorney

CONTRACTOR:

Pogo Park

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

By: 

Title: President, Board of Directors

Date Signed: 7/17/20

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

By: 

Title: SECRETARY, Board of Directors

Date Signed: 7/21/20

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a corporation
or nonprofit organization, this Contract (1) must
be signed by (a) the Chairperson of the Board,
President or Vice-President and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and
Pogo Park

EXHIBIT A
SERVICE PLAN

Public Works Director

Contractor shall, to the satisfaction of the _____, perform the following services and be compensated as outlined below:

To provide design build services in accordance with the proposal attached hereto and incorporated herein by this reference.

For the Contract between the City of
Richmond and

Pogo Park



**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: Yader A. Bermudez Department: Public Works
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, Yader A. Bermudez before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

For the Contract between the City of
Richmond and

Pogo Park

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EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Yader A. Bermudez

City of Richmond

Public Works Dept. - 450 Civic Center Plaza, 2nd Fl

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Toody Maher, Executive Director

POGO PARK

2604 Roosevelt Avenue

Richmond, CA 94804

**EXHIBIT D
GENERAL CONDITIONS**

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

- 16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of
Richmond and

Pogo Park



EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications
and/or provisions (if applicable):

For the Contract between the City of
Richmond and

Pogo Park



EXHIBIT F
INSURANCE PROVISIONS

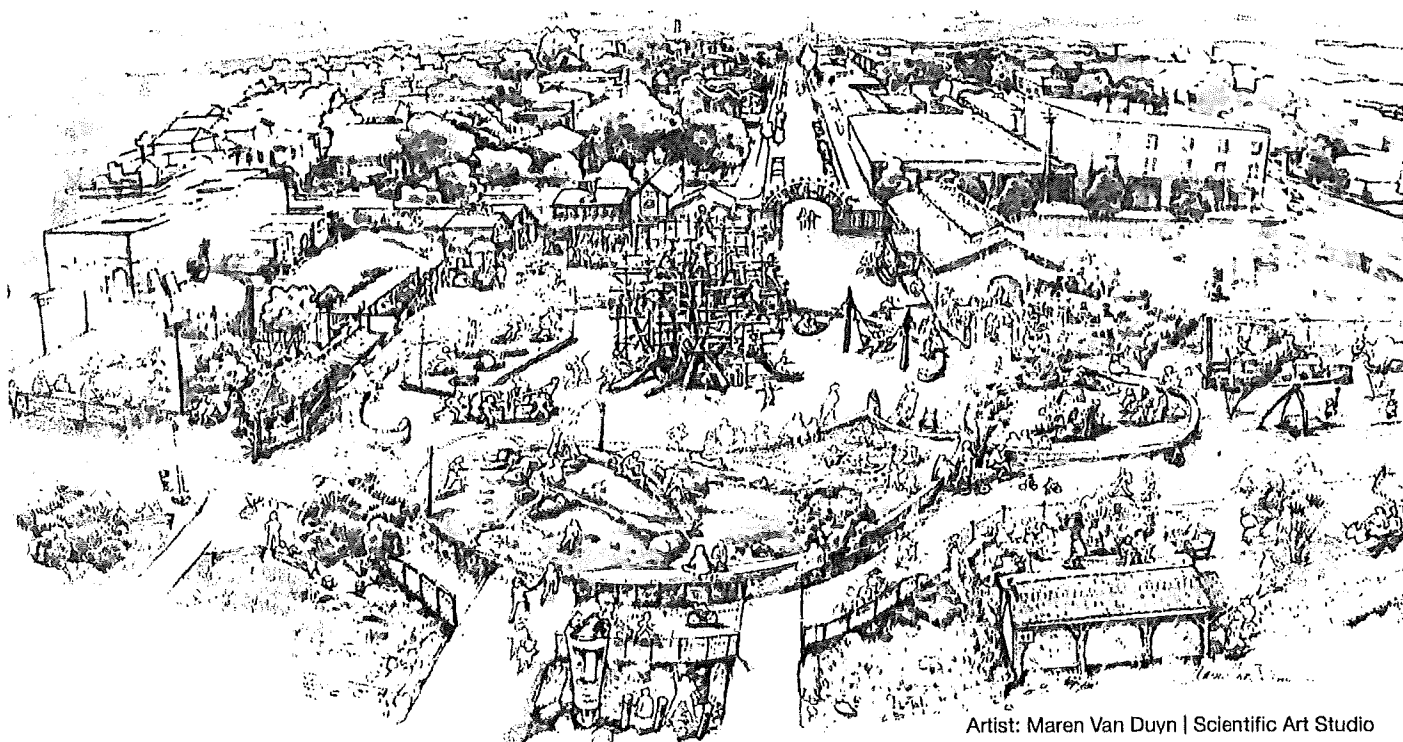
During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.



FEE PROPOSAL

To the City of Richmond

June 1, 2020



Artist: Maren Van Duyn | Scientific Art Studio

HARBOUR-8 PARK EXPANSION PROJECT

Toody Maher
Executive Director
POGO PARK
(510) 215-5500
toody@pogopark.org

SCOPE OF WORK

HARBOUR-8 PARK EXPANSION PROJECT

June 1, 2020

PROJECT HISTORY & BACKGROUND

LOCATION: Harbour-8 Park is located on a two-block section of the Richmond Greenway between Harbour Way and 8th Street in Richmond's historic Iron Triangle neighborhood.

COLLABORATIVE PARTNERSHIP: Harbour-8 Park is being developed by a unique 13-year collaborative partnership between the City of Richmond and Pogo Park, a community-based 501(c)(3) nonprofit organization. For over 10 years, Pogo Park has worked shoulder-to-shoulder with a team of community residents to reclaim broken and little-used Iron Triangle parks – and transform them into safe, green, and vibrant public spaces for children to play.

ELM PLAYLOT: Pogo Park's first Richmond City park project was the transformation of Elm Playlot, a small "pocket park" that lies in the very heart of Richmond's Iron Triangle neighborhood. When Pogo Park started its work there, community residents described Elm Playlot as "*dirty, dull, and dangerous*":

Dirty—Elm Playlot was littered with hypodermic needles, gun casings, broken glass, used condoms, dog feces, and debris.

Dull—Except for an awkward plastic play structure and a set of swings, there was little for children to actually do.

Dangerous—The park was a magnet for people who dealt drugs, took drugs, fired guns, dumped trash, drank, and trained pit bulls to fight.

REBUILDING WITH A WORKFORCE OF COMMUNITY RESIDENTS: To reimagine and rebuild Elm Playlot, Pogo Park hired, trained, and empowered a team of Iron Triangle residents – *those who know their neighborhood best* – to plan, design, and rebuild Elm Playlot from the ground up.

PARTNERSHIP WITH SCIENTIFIC ART STUDIO: To rebuild Elm Playlot with a workforce of community residents, Pogo Park partnered with Scientific Art Studio (SAS), a local Iron Triangle business and world-renowned design and custom fabrication studio. SAS is famous for building the iconic Giant baseball mitt at the San Francisco Giants ballpark. Over the past decade, SAS has become increasingly passionate about designing cutting-edge, thrilling, and dynamic children's play environments, creating a new definition of what is possible in a playground. To date, SAS designed and built the next generation of children's play environments for a diverse set of clients including the San Francisco Zoo, Oakland Zoo, Bay Area Discovery Museum, Sonoma County Children's Museum, and the Oshman Family Jewish Community Center.

Twelve years ago, SAS opened their studio to Pogo Park to provide a sheltered and supportive environment for Pogo Park's Community Development Team (CDT) to learn how to design and build play elements and environments for city parks and playgrounds themselves.

APPRENTICE / MASTER BUILDER MODEL: Pogo Park and SAS adopted a proven, old world "Apprentice/Master Builder" model to rebuild Elm Playlot. Pogo Park's Community Development Team of "Apprentices" worked alongside SAS's team of "Master Builders." In the process, Richmond residents earned a living wage while re-making a city park that would benefit their own children and the larger community. While designing and building Elm Playlot, CDT members also discovered their own skills and talents while acquiring a diverse set of transferable skills: woodwork, metalwork, sculpting, casting, modelling, and much more.

DEVELOPMENT OF HARBOUR-8 PARK: Following the successful renovation of Elm Playlot, Pogo Park turned its efforts in 2013 to transforming a littered and abandoned two-block section of the Richmond Greenway (between Harbour Way and 8th Street) into "Harbour-8 Park." To develop Harbour-8 Park, Pogo Park used the same successful approach and process used to redesign Elm Playlot: hiring, training, and empowering community residents who live in the neighborhood to design, build, and maintain this new park themselves.

Over a seven year period, Pogo Park raised the funds from a mixture of grants, donations, and earned income needed to develop Harbour-8 Park in seven major stages:

Stage 1: 2013 – Removing debris; mulching the grounds; providing daily cleaning and maintenance (*via \$50,000 in grant funding from SD Bechtel Jr. Foundation, The California Endowment*).

Stage 2: 2013-14 – Building a 525 foot fence wall for a mural; hiring local graffiti artists to create a mural (*via \$10,000 in donations and a \$5,000 grant from the city of Richmond's Arts & Culture*).

Stage 3: 2015 – Designing and building a new children's play area (*via a \$200,000 grant from Trust for Public Land*).

Stage 4: 2016-17 – Designing and installing a bioswale/rain garden, building community garden, and planting 21 oak trees of different species from around the world to create the "International Oak Forest" (*via a \$75,000 Urban Greening grant from California Natural Resources Agency*).

Stage 5: 2018 – Designing, carving, and installing an iconic 14 foot totem pole at the 9th Street/Greenway entry (*via a \$5,000 grant from Richmond Arts & Culture and \$20,000 in private and in-kind donations*).

Stage 6: 2019 – Designing/Building the "Harbour-8 Improvement Project" that includes the following new features: entry archway/gateway at Harbour Way, 100 foot brick wall with seating at the bus stop, Community Plaza, Rain Garden, and "Mini Play Field" (*via \$600,000 Housing-Related Parks Program grant and \$315,000 Community Development Block Grant*).

Stage 7: 2020 – 2022 – Design/Build the Prop 68-funded "Harbour-8 Expansion Project"
(The focus of this fee proposal to the City of Richmond).

SOURCE OF REVENUE: To continue its work transforming little-used parks in the Iron Triangle, Pogo Park raises revenue from three sources: foundations, donations, and earned income. To generate earned income, Pogo Park prepares and submits grant applications for park improvement projects on behalf of the City of Richmond. In turn, the City contracts with Pogo Park to perform a portion of the work (see below).

MONEY FLOWS DIRECTLY INTO THE COMMUNITY: When grant applications that Pogo Park prepares and submits on behalf of the City of Richmond are funded, the City channels grant funds to Pogo Park through Design/Build contracts. In turn, Pogo Park hires and trains community residents to perform a significant portion of the Design/Build work themselves. As a result, significant monies raised for Richmond capital projects flow directly into the community. Benefits to the City of Richmond and its citizens are maximized through contracts with local businesses along with training and living-wage employment for local residents.

POGO PARK BRINGS GRANT FUNDING TO THE CITY OF RICHMOND: To date, Pogo Park helped write and submit 11 grant applications on behalf of the City of Richmond that secured a total of \$28.5 million in capital funds. Those 11 successful grant applications include:

\$1,940,000	Prop 84 - Elm Playlot
\$5,000,000	Prop 84 - Unity Park
\$727,000	Urban Greening Grant - Greening the Last Mile (Eastern section of the Greenway)
\$200,000	Trust for Public Land Grant - Harbour-8 Park
\$75,000	Urban Greening Grant - Harbour-8 Park
\$268,000	Caltrans Environmental Planning Grant - Yellow Brick Road
\$6,200,000	Active Transportation Grant - Yellow Brick Road
\$4,100,000	Urban Greening Grant - Yellow Brick Road
\$1,238,000	Housing Related Parks Program Grant - Unity Park Harbour-8 Park
\$315,000	Contra Costa County - Community Development Block Grant - Harbour-8 Park
\$8,500,000	Prop 68 - Harbour-8 Park Expansion Project

\$28,563,000 TOTAL GRANT FUNDS POGO PARK SECURED FOR THE CITY OF RICHMOND

POGO PARK GROWS IN EXPERIENCE AND CAPACITY: Over the past decade, Pogo Park helped to design, develop, and rebuild two city parks in Richmond: Elm Playlot and Harbour-8 Park. In the process, Pogo Park learned how public works projects work, learned how they are administered, and built successful collaborative relationships with a myriad of professional consultants and with key people in every major City department. With this experience, Pogo Park is now fully prepared to assume responsibility to lead, drive, and manage the Prop 68-funded Harbour-8 Park Design/Build Project.

PROJECT UNDERSTANDING AND APPROACH

PROP 68 BACKGROUND & CONTEXT: Working in concert with community residents and on behalf of the City of Richmond, Pogo Park submitted a successful \$8.5 million "Prop 68" grant application to the State of California Parks and Recreation Department for the Harbour-8 Expansion Project. Out of 478 applications, the Harbour-8 Park Expansion Project was only 1 of 62 projects funded – and only 1 of 9 that received the State's maximum grant award of \$8.5 million.

A major reason why the State awarded the Prop 68 grant to Richmond is because of the City's unique 13-year partnership with Pogo Park. The State wants their Prop 68 grants to design and build new parks to become vehicles for jobs, opportunity, and economic development in low-income communities. The State supports the City and Pogo Park's process of: a) directing grant funds into the community to hire, train, and empower community residents to do a significant portion of the work themselves; and b) awarding contracts and procuring materials locally from Richmond businesses. The combination of directing grant funds to create local jobs and contracts with local businesses will spark and foster economic development in one of Richmond's most under-resourced communities.

After over a decade of experience working with the City to transform city parks via Pogo Park's unique Design/Build process, Pogo Park is now prepared to assume the lead role in managing and directing the Harbour-8 Park Expansion Project from start to finish.

PROP 68 GRANT DELIVERABLES: Per the State's grant agreement, the City is required to design and build the following new features at Harbour-8 Park:

- A Community Hall
- A Children's Play Area
- A Restroom
- Two Entry Gateways (at the park's entrance on 8th Street and 9th Street)
- A Zip Line Area
- A BBQ / Picnic Area
- Lighting
- Bike/Walk Path (slightly)
- Landscaping
- Surveillance Cameras
- Public Art

POGO PARK'S DESIGN / BUILD FEE PROPOSAL: Pogo Park proposes to enter into a \$1,589,500 Design/Build contract with the City of Richmond to design all the features listed above. This current Proposal covers the Design phase of the Project only. The Scope of Work for this proposal is described below and itemized in Tasks 0-7. Please note that an Addendum to this Proposal will be submitted late this year and will include the cost and Scope of Work for the construction or "Build" phase of the Project.

Pogo Park will be the prime vendor for the Design phase of the Project and, as such, will organize, manage, and lead all aspects of the Project, including consultant work. Pogo Park, together including our team, will provide architectural, engineering, community outreach, project administration and management services to:

- Refine the conceptual/schematic design
- Develop the design documents
- Secure requisite approvals from Agencies having Jurisdictions over the project including City of Richmond Planning, Design Review Board, Arts Commission, Recreation and Park Commission, and Building Department
- Prepare documents related to: Design Development, Construction Documents and a final permitted set

CONSULTANTS: Pogo Park has assembled an experienced team of professional consultants to work on the Design portion of the Harbour-8 Park Expansion Project. Each and every consultant understands and supports Pogo Park's vision and values that underlie this Project: specifically Pogo Park's "build from the inside/out" process. This process empowers community residents to be deeply involved in every aspect of the process and to imagine, design, and rebuild public parks in their own community. Pogo Park's team of consultants include:

PARK DESIGN / LANDSCAPE ARCHITECT

Scientific Art Studio, Inc. / Roseann Dal Bello Licensed Landscape Architect

Scientific Art Studio (SAS), a Richmond-based design-fabrication business, will work closely with Pogo Park's Community Team to design the park portion of the Project. SAS has a licenced landscape architect, Roseann Dal Bello, on staff. She will work with the project team to design the areas that include landscaping, paving, planting, irrigation, lighting, park features, site structures, etc. Roseann Dal Bello worked with Pogo Park on this project previously; she prepared the initial design documents that were included in the City's Prop 68 grant application for Harbour-8 Park Expansion Project.

ARCHITECT

Sogno Design Group

Sogno Design Group (SDG) will work with the project team to design three separate structures that will be constructed within the park: 1) a 3,100sf (+/-) Community Hall, 2) a safety/security station and 3) public restrooms to serve park visitors. SDG will also coordinate and combine the engineers' and consultants' drawings and specifications along with other design documents prepared by landscape architect for the park portion of this project into a single plan set to be submitted to the City for permits. The architect will continue to consult during construction. SDG also worked with Pogo Park on this project previously. They prepared the initial design documents that were included in the City's Prop 68 grant application for Harbour-8 Park Expansion Project.

GENERAL CONTRACTOR

Lawrence Construction, Inc.

Lawrence Construction Inc. (LCI), a Richmond-based business, will work with the project team to establish administrative procedures for the project (communications, documentation, reporting, archiving, etc). To assist in the completion of Design Tasks 2-4, LCI will provide support with planning, staff selection and training, architect and consultant interface and preliminary estimating and scheduling.

During Design Tasks 5, LCI will draft a construction contract and finalize the construction budget and schedule. LCI will join Pogo Park and Scientific Art Studio to draft contract language to be used with subcontractors and suppliers. All construction contracts will include a scope of work, budget, schedule and insurance certificates. During Design Task 6 Lawrence Construction will provide supportive information and attend meetings to inform the community about the construction methods and processes. When permits are approved by the City of Richmond, LCI will start construction.

All work will be performed according to applicable codes and the building permits. The general contractor will supervise all work and will schedule and secure approval for all required inspections and observations. During construction the general contractor will provide documentation as requested.

STRUCTURAL ENGINEER

Ware & Associates

Ware & Associates will work closely with the architect, landscape architect, and other consultants and provide structural designs for the building and outdoor park features that are part of this Project.

CIVIL ENGINEER / SURVEYOR

Kister, Savio, & Rei

Kister, Savio & Rei, a Richmond based civil engineering firm, will provide the surveying services and will also be the civil design consultant responsible for all civil design on the project.

MECHANICAL, ELECTRICAL, PLUMBING ENGINEER

YEI Engineers

Licensed mechanical, electrical, and plumbing engineer will work with the architect to design the heating and cooling systems, electrical power systems including lighting controls, and plumbing systems including sewer/waste, roof drain, vent, cold and hot water.

PLAYGROUND SAFETY INSPECTOR

Safe Play By Design

Licensed playground inspector and expert in ADA compliance will provide plan reviews during the Design phase to ensure the Project complies with ADA and playground safety regulations.

OTHER CONSULTANTS:

Lighting Consultant: TBD – to help design the lighting for the Community Hall.

Audio/Visual Engineer: TBD – to help design the sound/visual system for the Community Hall.

Arborist: Big Chief Tree Service/SBCA Tree Service – to identify locations for new trees; to develop a tree protection plan during the construction phase.

Peer Review: Vallier Design Associates – to review and comment on landscape plans for Harbour-8 Park, as they are developed.

COMMUNITY INVOLVEMENT: Pogo Park will hire, train, and empower a core team of community residents (CDT) to work shoulder to shoulder with our licensed design partners to develop the design vision – from Conceptual (Schematic) Design to Design Development (DD) and through to completion of the Construction Drawings (CD).

SCOPE OF WORK - EXECUTIVE SUMMARY

TASK 1: PROJECT MANAGEMENT & CONTRACT ADMINISTRATION

Pogo Park will organize, lead, and manage the Design Phase of the Harbour-8 Park Expansion Project, including all work performed by consultants.

Project Management includes the following tasks:

- a) Assist the City with the process to acquire the Ohio land parcel from The Conservation Fund; and help to prepare grant reports
- b) Oversee internal Project Administration & Contract Administration
 - Management of consultant contracts for timely invoicing and payment
 - Management of consultant work for timely performance
 - Management of consultants during entitlement, planning, permitting and other approval processes/commissions
- c) Coordinate all design and community outreach/community engagement aspects of the Project
- d) Communicate with key stakeholders about the Project
- e) Create a system and a space for community residents to have a voice and participate in the Project in a deep and meaningful way
- f) Schedule and attend all project-related meetings
- g) Ensure project schedule is maintained and all team members' performance meet schedule requirements

Timeline: 7/1/20 – 3/31/21

Deliverables: Submitting reports, invoices, and information in a timely way; setting up an information hub to gather, share, and archive all documents relating to the Project; communicating to key stakeholders in a timely manner.

TASK 2: CONCEPTUAL/SCHEMATIC DESIGN

Pogo Park's Community Development Team (CDT), in partnership with design consultants Lawrence Construction and Scientific Art Studio, will finalize the conceptual design that was submitted in the original Prop 68 grant application. Using that conceptual design as a base, Pogo Park and the consultant team will make a full-scale, onsite mock-up of the design of Harbour-8 Park's general configuration and flow of space. Pogo Park will also produce small scale models of the space, as needed.

Pogo Park will arrange to survey and record the exact location of Harbour-8 Park's key features as determined during the mock-up design process.

Illustrative Plans will be prepared based on the actual site survey and AutoCAD Base Plans. Schematic Plans shall illustrate the grant scope site program and design overlaid with the findings of the site survey, geotechnical report, soils report and subsurface ground exploration. At this point we will understand the site grading, soils issues and any other earthwork site constraints. The schematic design will provide sufficient detail and information to ascertain the project program feasibility of current scope items and locations, and allow us to identify issues related to the geotechnical and soils findings.

Timeline: On or before 8/31/20

Deliverables: Pogo Park will create a physical mock-up of the Community Hall, Children's play area, restroom, zip line area, bbq/picnic area, and bike/walking path. Pogo Park will produce a final schematic design drawing document of all key features.

TASK 3: DESIGN DEVELOPMENT

The CDT will work with professional consultants to update, improve, and refine the conceptual/schematic design to create a final design. Pogo Park's professional consultants and the CDT will:

- a) Develop the design of the Community Hall, play area, restroom, zip line area, bbq/picnic area, and bike/walking path
- b) Collect material samples and prepare sample boards
- c) Develop a final set of Design Drawings

Pogo Park will circulate these Design Drawings to key stakeholders for input and will update and refine the Project design based on feedback.

Design Development will proceed upon completion and acceptance of the Schematic Design by the City. This phase is an essential phase which allows the City and the Pogo Park team to review the DD Plans for feasibility and costs prior to moving forward to the Construction Documents phase. DD plans will include: demolition, construction, layout, grading, stormwater treatment, details for the play areas, restroom, community hall and gateway details.

Timeline: On or before 11/30/20

Deliverables: Final Design Drawing

TASK 4: CONSTRUCTION DRAWINGS

In order to meet the grant delivery timeline and allow maximum time for the "Build" phase, Pogo Park plans to work closely and efficiently with the Design Team to develop and deliver a permit set by November 30, 2020. Throughout the Permit Review process the Pogo Park team will update the CD set to incorporate the City's permit review comments.

The Design Development Plan Set, reviewed by the City and the subsequent comments and direction shall be brought to final Construction Documents and Permit Set Plan Sets. At Construction Document submittal, the POGO Park team will prepare a full Plan Set including Specifications and cost estimates. Plan sets shall meet City and project expectations, code, local public safety and engineering criteria. Submittal Benchmarks will Includes plans, specifications and estimates. Technical Specifications prepared in CSI format. Plans will be stamped by licensed architects and engineers.

Timeline: On or before 3/31/21

Deliverables: A permitted set of construction drawings.

TASK 5: CONSTRUCTION COST PRICING

As part of the CD phase in Task 3, Pogo Park will work with our consultants to develop construction pricing for the Project. A final construction pricing will be submitted to City for review and approval early next year so a construction phase amendment contract can be approved by the Council in a timely manner to maintain overall project schedule.

Timeline: On or before 12/31/20

Deliverables: A construction cost estimate.

TASK 6: ENTITLEMENT & PERMITS

Pogo Park will work with the City staff, attend meetings to ensure that the project is entitled and permitted, incorporate comments into the design documents and provide documents as needed. Pogo Park will ensure that the design documents meet all applicable laws, codes, rules, and regulations of all jurisdictions having authority over the Project including the following: the soil management plan for the Greenway and Greenhouse Gas Emissions Reduction and Carbon Sequestration requirements of Prop 68.

Pogo Park team will fill out the application and submit plan sets, specifications and structural calculations to the City of Richmond for permitting at 75% CD completion and will continue to work on the documents to incorporate comments during the permit review. Permit drawings will be resubmitted and the approved set will become the 100% CD set.

Timeline: 9/1/20 – 3/31/21

Deliverables: An entitled and permitted project.

TASK 7: COMMUNITY OUTREACH, ENGAGEMENT & TRAINING

Pogo Park will lead the community outreach, engagement, and training efforts during all phases of the Project. During this first Design phase, Pogo Park will create and execute a comprehensive community outreach plan to reach out, connect with, and inform all key stakeholders (i.e. neighbors, schools, churches, businesses, city staff and city councils, media etc.) about the Project. Pogo Park will hire and train 20 people from the local community to participate in every phase of the Project – from Project Management through Schematic Design, Design Development, Construction Drawings, Construction Pricing and Permits.

Timeline: Throughout the Project - 4/1/20 – 3/31/21

Deliverables: A community outreach plan that includes a list of key project stakeholders and a description of the vehicles (flyers, posters, email, social media, website, direct mail etc.) to reach these key stakeholders. Copies of social media postings, website, email blasts, flyers, posters etc. that were distributed to the community. A summary of the number of community residents and hours they worked and/or participating in trainings to complete the Design Phase of this Project.

SCOPE OF WORK - DETAIL

TASK 1: PROJECT MANAGEMENT

Pogo Park will organize, lead, and manage Harbour-8 Park's Design Phase to finalize the conceptual design, create a detailed Schematic Design, and produce the final set of Permit/Construction Drawings.

Pogo Park will work in concert with mack5, the City of Richmond's Project Manager, to ensure the Design portion of the Harbour-8 Park Expansion Project is completed on time and on budget and satisfies the grant requirements.

1.1 Coordination | Meetings

- Scheduling and attending all project-related meetings; producing meeting minutes
- Paying the out-of-pocket costs for meeting facilitation (materials and supplies, food and beverages etc.)

1.2 Project Administration

- Execute contracts with and manage consultants. Project administrative duties include:
 - Management of consultant contracts for timely invoicing and payment
 - Management of consultant work for timely performance
 - Management of consultants during entitlement, planning, permitting and other approval processes/commissions
- Set up finance administration department (budgets, reports, accounts receivable, accounts payable)

- Set up communication hub to store, share, and archive project documents with multiple partners
- Secure requisite insurance
- Establish strong Human Resources system
- Reporting (grant and contract)
- Budgeting

1.3 Assist the City of Richmond To:

- Acquire the parcel of land next to Harbour-8 Park from The Conservation Fund
- Monitor grant compliance and help mack5 prepare grant reports to the State

1.4 Communications

- Communicate progress and milestone events with key stakeholders (via large physical community bulletin board with timeline of project and weekly updates; dedicated website about Harbour-8 Park Project; email; social media; flyers and posters etc.)

1.5 Community Outreach & Involvement

- Recruit, hire, and train community members to participate in the project design

TASK 2: CONCEPTUAL/SCHEMATIC DESIGN

Pogo Park's Community Development Team (CDT), in partnership with design consultants Sogno Design Group, Lawrence Construction, and Scientific Art Studio, will finalize the conceptual design that was submitted in the City's original Prop 68 grant application.

Working closely with our consultant team, Pogo Park and the CDT will translate the final conceptual design shown in the Prop 68 grant application into a full-scale, onsite mock-up of Harbour-8 Park's key features.

The onsite mock-up is a powerful vehicle to design a space. The mock-up process allows people to physically see and experience what the future design will look and feel like in space, before construction begins. This mock-up design process is a design language that Pogo Park has used successfully to design Elm Playlot and Harbour-8 Park. Mock-up design enables people to quickly determine the location, size/volume, and function of a particular park element. The final mock-up design will be translated into a schematic design that will serve as the base for the Design Development phase of the project.

2.1 Coordination | Meetings

- Establish the project's philosophy/vision/guiding principles with CDT and partners
- Schedule and host meetings with Pogo Park's CDT and professional consultants; produce meeting minutes
- Schedule and attend all project meetings with City of Richmond
- Pay for the cost of materials and supplies, food and drink

2.2 Topographical Survey

- Conduct a topographical survey of APN's 538-420-001 and 030 (Harbour-8 Park + 909 Ohio land) that includes utilities
- Review previously completed soil reports

2.3 Mock-Up Design

- Review the original conceptual plan included in the City's Prop 68 grant application
- Clear the land (except for trees) at Harbour-8/909 Ohio to create a blank slate
- Produce a full-scale mock-up of Project site layout and flow of space
- Produce a mock-up of Community Hall, play area, restroom, zip line area, bbq/picnic area and bike/walking path
- Survey and record the exact locations of the park layout, features, and flow derived from mock-up design
- Create scale models and prototypes, as required

2.4 Refining Mock-Up Design

- Collect material samples and develop material and color sample boards

2.5 Preliminary Layout & Final Schematic Drawing

- Produce preliminary layout of landscaping and positioning of structure(s) and key elements
- Produce dimensioned SD drawing for general review and basis of DD phase
- Develop a final set of Conceptual/Schematic Drawings

2.6 Concept Design Presentation Document

- Create a document that includes material samples, illustrations, conceptual drawings, sketches and descriptions of outdoor environment, buildings, and their functions
- Circulate the conceptual/schematic drawing set to key stakeholders for input and then refine and update the design based on feedback

2.7 Finalize Conceptual/Schematic Design

- Develop the final design of the park and play areas, Community Hall, restrooms, zip line area, bbq/picnic area, lighting, landscaping, entry archways, and bike/walking path
- Collect material samples
- Develop a final Conceptual/Schematic Drawing set

TASK 3: DESIGN DEVELOPMENT (DD)

Note: In order to meet the grant deadlines, we must compress the design phases. Tasks from SD, DD and CD will be executed during overlapping time periods (see schedule).

3.1 Coordination | Meetings

- Schedule and host meetings with Pogo Park's CDT and professional consultants; produce meeting minutes

- Schedule and attend all project meetings with City of Richmond
- Pay for the cost of materials and supplies, food and drink

3.2 Design Development

- Develop landscape design for the park and play areas
- Develop design for bespoke park elements and public art (play area, Lillie Mae Jones tribute, benches etc.)
- Develop design for the park's three buildings (community hall, restroom, and safety station)
- Collect material samples and prepare sample boards
- Develop Design (DD) drawing set

3.3 Gather Input from Key Stakeholders | Update Design

- Distribute design and solicit input/feedback from key stakeholders (i.e. city staff, community residents, schools, community-based organizations, churches etc.)
- Incorporate feedback and update design
- Create illustrations of the final designs for the park, play areas, community hall, restroom, and safety station

TASK 4: CONSTRUCTION DRAWINGS (CD)

Pogo Park will work with our professional consultant team to produce a final set of Permit/Construction drawings.

4.1 Coordination | Meetings

- Organize and attend meetings related to Task 4
- Pay for the cost of materials and supplies, food and drink

4.2 Construction Set of Drawings

- Assess and compile input received from key stakeholders
- Develop set of Construction Drawings for each and every detail
- Develop set of Construction Drawings for submittal to the City's Permit Department

TASK 5: CONSTRUCTION COST PRICING

5.1 Coordination | Meetings

- Organize and attend meetings related to Task 5
- Pay for the cost of materials and supplies, food and drink

5.2 Prepare Cost Estimate for Construction Phase

- Develop a realistic cost estimate for the Project

TASK 6: ENTITLEMENTS + PERMITS

To complete Task 6, Pogo Park will work with the architect and other consultants to ascertain the legal entitlements for the property and prepare to submit permit applications.

6.1 Coordination | Meetings

- Organize and attend meetings related to Task 6
- Pay for the cost of materials and supplies, food and drink

6.2 Entitlements

- Research and document entitlements

6.3 Permits

- Submit application to the City for a permit
- Review plan check comments and submit revisions to City Permit Department

TASK 7: COMMUNITY OUTREACH, ENGAGEMENT & TRAINING

Pogo Park will lead the community outreach, engagement, and training efforts during all phases of the Project. During this first Design phase, Pogo Park will create and execute a comprehensive community outreach plan to reach out, connect with, and inform all key stakeholders (i.e. neighbors, schools, churches, businesses, city staff and city councils, media etc.) about the Project. Pogo Park will hire and train 20 people from the local community to participate in every phase of the Project – from Project Management through Schematic Design, Design Development, Construction Drawings, Construction Pricing and Permits.

7.1 Coordination | Meetings

- Organize and attend meetings related to Task 7
- Pay for the cost of materials and supplies, food and drink

7.2. Develop Community Outreach Plan

- Develop a comprehensive plan to regularly inform key stakeholders and the local community about the Project.

7.3. Develop and Distribute Outreach Materials

- Develop informational materials to be published
- Publish the informational materials via multiple media channels including:
 - printing and distributing flyers and posters by hand;
 - emailing updates to 4,000 subscribers on Pogo Park's mailing list;
 - emailing updates via Mayor Tom Butt's e-forum;
 - creating a dedicated website about the Harbour-8 Expansion Project
 - posting Project updates on Pogo Park's social media accounts (facebook, instagram, twitter)
 - sending press releases to local media outlets

7.4 Informing the Public Re: Project Milestones and Inviting Input

- Milestone 1 – Conceptual Design
- Milestone 2 – Schematic Design
- Milestone 3 – Final Design (Construction Drawings Document)

7.5 Hire and Train Community Residents to Participate in All Design Phases

- Hire community residents (both youth and adults) to participate in every phase of Project's design (from finalizing the conceptual design through Design Development to producing a permitted set of Construction Documents)
- Provide supportive, hands-on training to empower community residents to participate in the Project's design in a meaningful and authentic manner.

* * *

SCHEDULE – HARBOUR-8 PARK EXPANSION PROJECT

Conceptual/Schematic Design through Entitled and Permitted Set of Construction Drawings

TASKS	TASK DESCRIPTION	DURATION	START	FINISH
1	PROJECT MANAGEMENT & CONTRACT ADMINISTRATION	153 days	7/1/19	3/31/21
2	CONCEPTUAL/SCHEMATIC DESIGN	153 days	4/1/20	8/31/20
2a	Finalize Conceptual Design	122 days	4/1/20	7/31/20
2b	Schematic Design / Drawings	62 days	7/1/20	8/31/20
3	DESIGN DEVELOPMENT	91 days	9/1/30	11/30/20
4	CONSTRUCTION DRAWINGS	150 days	11/2/20	3/31/21
5	CONSTRUCTION COST PRICING	59 days	11/2/20	12/31/20
6	ENTITLEMENTS & PERMITS	212 days	9/1/20	3/31/21
7	COMMUNITY OUTREACH, ENGAGEMENT & TRAINING	364 days	4/1/20	3/31/21

FEE PROPOSAL

Harbour-8 Park Expansion Project

Task 1. Project Management	\$135,900
TASK 2: Conceptual/Schematic Design	\$266,575
TASK 3: Design Development	\$334,385
TASK 4: Construction Drawings	\$537,310
TASK 5: Construction Cost Pricing	\$34,780
TASK 6: Entitlements & Permits	\$40,730
TASK 7: Community Outreach, Engagement & Training	\$239,820
TOTAL	\$1,589,500

Exhibit "F"

City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability and auto liability coverage as well as a waiver of subrogation for Workers' Compensation Insurance shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these Insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance - the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for operations, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) and Auto Liability with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. - *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

Minimum Limits	
Required Coverage	
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

Exhibit "F"

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors
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General Liability <i>(primary and excess limits combined)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th align="center" style="width: 50%;">PROJECT COST</th><th align="center" style="width: 50%;">REQUIRED LIMIT</th></tr> <tr> <td align="center">\$0 - \$5 million</td><td align="center">\$2 million p/o</td></tr> <tr> <td align="center">\$5 million - \$10 million</td><td align="center">\$5 million p/o</td></tr> <tr> <td align="center">Over \$10 million</td><td align="center">\$10 million p/o</td></tr> <tr> <td align="center">Fireworks</td><td align="center">\$5 million p/o</td></tr> </table> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>	PROJECT COST	REQUIRED LIMIT	\$0 - \$5 million	\$2 million p/o	\$5 million - \$10 million	\$5 million p/o	Over \$10 million	\$10 million p/o	Fireworks	\$5 million p/o
PROJECT COST	REQUIRED LIMIT										
\$0 - \$5 million	\$2 million p/o										
\$5 million - \$10 million	\$5 million p/o										
Over \$10 million	\$10 million p/o										
Fireworks	\$5 million p/o										
Automobile Liability	<p>\$1,000,000 per occurrence for bodily injury and property damage.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the language detailed below.</p>										
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i>	<p>Coverage shall include all risks of direct physical loss, excluding earthquake, <i>for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</i></p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights against City.</p>										
Contractor's Pollution Liability (if applicable) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	<p>Same limits as General Liability.</p>										
Required Policy Conditions											
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>										
Additional Insured Endorsement	<p>Applicable to General Liability and Automobile Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out</p>										

Exhibit "F"

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

	<p>of the operations by or on behalf of the named insured including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> <p>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation coverage during the life of this contract.</p> <p>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
Cancellation Cancellation (continued)	<p>Each required policy shall be endorsed to state that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.</p>
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	<p>Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.</p>
SURETY BONDS (If a Public Works/Engineering Project)	<p>The Contractor shall provide:</p> <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Exhibit "F"

City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City *before work may begin*. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M A Hays Insurance CA License #0094750 232 Broadway Richmond CA 94804		CONTACT NAME: John Ziesenhenn PHONE (A/C No, Ext): (510) 235-0353 x 114 FAX (A/C, No): (510) 235-5058 E-MAIL ADDRESS: cathy@mahays.com	
INSURED Pogo Park 2604 Roosevelt Ave Richmond CA 94804		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofit's Ins. Alliance Ca INSURER B: STATE COMPENSATION INS FUND INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1161701843

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2020-29962	5/19/2020	5/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2020-29962	5/19/2020	5/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		2020-29962UMB	5/19/2020	5/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A	1969426-20	5/21/2020	5/21/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	<input checked="" type="checkbox"/> DIRECTORS AND OFFICERS			2020-29962-DO-NPO	5/21/2020	5/21/2021	EACH WRONGFUL ACT \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured. See endorsement.

Policy is Primary and Non-Contributory,

CERTIFICATE HOLDER

CANCELLATION

CITY OF RICHMOND 450 CIVIC CENTER RICHMOND, CA 94804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: 2020-29962

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

•Name of Person or Organization:

City of Richmond, its officers, officials, employees, agents and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF ~~OUR~~ RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Richmond, Ca.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Insured *Pogo Park*

Effective Policy No. *196942620*

Endorsement No. *1*
Premium

Insurance Company *State Compensation Fund*

Countersigned by

