

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Public Works - Parks	Project Manager: Janice Lee
Project Manager E-mail: janice_lee@ci.richmond.ca.us	Project Manager Phone No: 231-3004
P.R. No:	Vendor No: 8786
P.O./Contract No: 5228	
Description of Services: Contractor will perform the design/build of the Harbour 8 Park Expansion	
Amendment No. <u>1</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (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:

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on June 30, 2020, which **original** term commenced on July 1, 2020 and terminates June 30, 2023 with an **original** contract payment limit of \$1,589,500.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

DocuSigned by:
Thomas K. Butt
64A4FEAB53BE4C0...
By _____

Title: _____

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

DocuSigned by:
Pamela Christian
C6643BFF4A43406...
By _____
City Clerk

Approved as to form:

DocuSigned by:
[Signature] For
0F098G1E4C60485...
By _____
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

DocuSigned by:
[Signature]
D14D48303CA145E...

CONTRACTOR:

POGO Park

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

DocuSigned by:
Toody Maher, Executive Director
9E3519A7A5E42E...
By _____

Title: Executive Director

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

DocuSigned by:
Denise Yamamoto, Chair - Board of Directors
EF356066C263414...
By _____

Title: Chair, Board of Directors

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment between the City of Richmond and
POGO Park

Amendment No.
1

P.O./Contract No.
5228

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is
July 1, 2020

(Insert original contract commencement date)

and it terminates

June 30, 2024

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **5,370,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **6,959,500.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:
See attached Exhibit 1 for new services.

SANCTUARY CITY CONTRACTING ORDINANCE COMPLIANCE STATEMENT
Contractor agrees to comply with the provisions of the Richmond Sanctuary City Contracting Ordinance (SCCO, Ordinance No. 12-18).

Exhibit 1



FEE PROPOSAL

To the City of Richmond

June 1, 2022



Artist: Maren Van Duyn | Scientific Art Studio

HARBOUR-8 PARK EXPANSION PROJECT PHASE II - CONSTRUCTION

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

SCOPE OF WORK:

HARBOUR-8 PARK EXPANSION PROJECT - CONSTRUCTION

June 1, 2022

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.

Fifteen years ago, SAS opened their studio to Pogo Park where they 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 (CDT) 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, modeling, 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 nine-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 – 2023 – 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 has helped write and submit multiple grant applications on behalf of the City of Richmond that secured a total of \$50,097,713 million in capital funds. Those successful grant applications include:

FUNDING RAISED/LEVERAGED BY POGO PARK'S WORK TO DATE				5/27/22	
From: 01/01/2007	To: 03/07/2022	15 years			
SOURCE	PURPOSE	TOTAL RAISED	TO OTHERS	TO POGO PARK	
Prop 68 State Parks Grant	Harbour-8 Park Expansion Project	\$8,500,000	\$6,000,000	\$2,000,000	
Prop 64 State Parks Grant	Unity Park	\$6,232,000	\$6,207,000	\$25,000	
Caltrans - Active Transportation Program	Yellow Brick Road - "greyscape"	\$6,200,000	\$6,175,000	\$25,000	
Caltrans - Clean California Grant	Yellow Brick Road and Harbour-8 Park	\$5,000,000	\$4,500,000	\$500,000	
California Natural Resource Agency	Yellow Brick Road - "greenscape"	\$4,100,000	\$3,500,000	\$600,000	
City of Richmond - ECIA	Yellow Brick Road - "greyscape"	\$2,000,000	\$2,000,000		
Prop 64 State Parks Grant	Elm Playlot	\$1,940,000	\$1,540,000	\$400,000	
State of CA: Community Development	Unity Park	\$1,257,650	\$1,257,650		
State of CA: Strategic Growth Council	Greening the Last Mile - Urban Greening	\$727,000	\$711,000	\$16,000	
In-Kind Donations	Services and Materials	\$650,000	\$400,000	\$250,000	
State of CA: Community Development	Harbour-8 Improvement Project	\$600,000	\$400,000	\$200,000	
Community Development Block Grant	Build Mini-Play Field at Harbour-8 Park	\$315,000	\$290,000	\$25,000	
Caltrans - Environmental Justice Grant	23rd Street Bridge / Greenway Gap Planning	\$280,208	\$242,208	\$38,000	
The Conservation Fund	Develop and Plan 909 Ohio Property	\$250,000	\$75,000	\$175,000	
Caltrans - Environmental Justice Grant	Yellow Brick Road Planning	\$243,355	\$208,355	\$35,000	
The Conservation Fund	Purchase Land @ 909 Ohio; adjacent to Harbour-8 Park	\$230,000	\$230,000		
Sunlight Giving Foundation	Build Elm Playlot Tot-Lot	\$215,000		\$215,000	
Sunlight Giving Foundation	Harbour-8 Park Expansion Project	\$200,000	\$150,000	\$50,000	
State of CA: Strategic Growth Council	Urban Greening at Harbour-8 Park	\$75,000	\$59,000	\$16,000	
Wayne and Gladys Valley Foundation	Build Elm Playlot BBQ/Picnic Area	\$50,000		\$50,000	
Cal-Fire	Plant Trees Around Elm Playlot	\$25,000	\$20,000	\$5,000	
City of Richmond Arts & Culture	Tolem at Harbour-8 Park	\$7,500	\$2,500	\$5,000	
SUB-TOTAL - \$ RAISED/LEVERAGED BY POGO PARK		\$39,097,713	\$33,967,713	\$4,630,000	
Foundations Donors Earned Income	\$ Raised to support Pogo Park's work in Iron Triangle	\$11,000,000		\$6,370,000	
TOTAL \$ RAISED/LEVERAGED BY POGO PARK'S WORK-TO-DATE		\$50,097,713	\$33,967,713	\$11,000,000	

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 Expansion 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 15-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
- Entry Gateways
- A Zip Line Area
- A BBQ / Picnic Area
- Lighting
- Bike/Walk Path - Landscaping
- Surveillance Cameras
- Public Art

Pogo Park has completed the design phase of the project and full construction documents/permit set have been submitted to the City of Richmond. Pogo Park is now ready to move to the Construction phase of the Harbour-8 Expansion Project.

CONSTRUCTION PARTNERS: Pogo Park has developed a partnership with the Richmond-based general contractor Lawrence Construction, Inc. and SAS to construct the Harbour-8 Expansion Project.

GENERAL CONTRACTOR

Lawrence Construction, Inc.

Lawrence Construction Inc. (LCI) will be the project general contractor and will oversee all construction activities. LCI will provide the materials, labor and equipment for the construction of the Harbour Hall building and the expansion of Harbour-8 Park. LCI will manage the construction schedule, organize the jobsite, hire and oversee subcontractors, conduct demolition and cleanup, and will maintain site safety procedures. LCI will maintain the project schedule, secure approval for all required inspections and observations, and provide documentation as needed. All work will be performed according to applicable codes and the building permits. LCI will bring in the Pogo Park CDT to assist with the construction where feasible.

CUSTOM FABRICATION AND INSTALLATION

Scientific Art Studio, Inc.

SAS will join the construction effort to work closely with LCI and Pogo Park's CDT to construct the Project's custom play elements. Under the supervision of SAS, the CDT will construct as much of the custom play elements as possible. SAS will report to LCI to ensure that all safety and accessibility requirements are met and that the custom elements are constructed within the overall project budget and schedule.

CONSTRUCTION FEE PROPOSAL

Pogo Park proposes a budget of \$5,370,000.00 for the construction phase of the project. The Scope of Work for this proposal is described below and itemized in Tasks 1- 5.

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

- Construct a new Community Hall
- Expand the Existing Harbour-8 Park with new park elements

CONSULTANTS

In addition to Pogo Park's partnership with LCI and SAS, Pogo Park has assembled an experienced team of professional consultants to work on the Construction phase of the Harbour-8 Park Expansion Project. The team supporting the Construction phase are the same consultants who developed the Harbour-8 Park Expansion Project construction documents and have years of experience in bringing projects through the construction process. 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.

The consultants below will provide construction administration and support (CA) to answer questions and resolve unforeseen site issues that develop during construction to make sure the project is installed per the construction drawings and specifications. Ensuring that the constructed elements are safe, aesthetically pleasing, meet all required building codes, and are built within the project schedule and budget will be the consultants' priority.

Architect

Goring & Straja Architects

Goring & Straja Architects (GAS) will work with the project team to provide construction support for the building that will be constructed within the park: 1) a 3,100sf (+/-) Community Hall. GAS worked on the previous phases of the project to prepare the initial building design documents that were included in the City's Prop 68 grant application for Harbour-8 Park Expansion Project and the project architectural Construction Documents.

Civil Engineer

CSW | ST2

CSW/ST2 will be the consultant responsible for all civil engineering construction support on the project. CSW/ST2 is led by Robert Stevens, who has significant experience with projects in Richmond.

Structural Engineer

MKM & Associates

MKM & Associates will work closely with the architect and other consultants and provide structural engineering construction support for the building and outdoor park features that are part of this Project.

Mechanical Engineer and Plumbing

List Engineering

Licensed mechanical and plumbing engineer List Engineering will work with the architect to oversee construction of the Harbour Hall heating and cooling systems, electrical power systems including lighting controls, and plumbing systems including sewer/waste, roof drain, vent, cold and hot water.

Electrical Engineer

Summit Engineering, Inc.

Licensed electrical engineering firm Summit Engineering will provide construction support for electrical power systems for the building and park, including interior and exterior lighting.

Other Consultants:

Theatrical Lighting and Audio Consultant: The Shalleck Collaborative, Inc.

Lighting: CAL Lighting: will provide support for the Community Hall and Park lighting.

Audio/Visual Engineer: will provide support for the Community Hall sound/visual system.

Landscape Architect: a licensed landscape architect will collaborate with SAS and LCI to provide support for the construction of the project landscape elements.

Arborists: Big Chief Tree Service / SBCA Tree Service / Stewart Winchester: will oversee the tree protection plan and planting during the construction phase.

Playground Safety Inspector: a licensed playground inspector and expert in ADA compliance will ensure the Project complies with ADA and playground safety regulations.

COMMUNITY INVOLVEMENT: Pogo Park will hire, train, and empower a core team of community residents (CDT) to work shoulder to shoulder with our licensed construction partners to build Harbour Hall and the Harbour-8 Park expansion. The project construction documents have been designed to be legible by people of varying skill levels, making technical knowledge more accessible and understandable to the CDT. Where feasible, the CDT will work as apprentices to our construction partners and will build Harbour-8 Hall and the Harbour-8 Park expansion themselves. Skilled tradespeople will perform tasks that require experience, specific training or certifications, with the CDT observing their work.

SCOPE OF WORK - EXECUTIVE SUMMARY

TASK 1: PROJECT MANAGEMENT & CONSTRUCTION ADMINISTRATION

This task includes all project work related to starting up the project, planning, organizing, scheduling, construction administration, reporting, invoicing and implementing the construction and closing out the work at project completion.

TASK 2: SITE PREPARATION & UTILITIES

The Site Preparation task includes all demolition work required for both the Harbour Hall building and site work for Harbour-8 Park Expansion. Also included in this task are site elements necessary to prepare the site for the construction of both Harbour Hall and the Harbour-8 Park Expansion such as construction fencing, clearing & grubbing and grading. This task also includes the installation of underground utilities such as water, sewer, stormwater and electrical.

TASK 3: BUILDING CONSTRUCTION

Task 5 includes all construction activities specific to the construction of Harbour Hall.

TASK 4: PARK CONSTRUCTION

Task 6 includes all construction activities specific to the construction of the expansion Harbour-8 Park. SAS will supervise the construction of the new custom park elements and a large portion of the work will be completed by the Pogo Park CDT. All work will be supervised by SAS staff experienced in construction as well as a licensed landscape architect. A certified playground safety inspector will inspect the work for safety and accessibility. SAS will report to LCI to ensure that the building and installation of the custom park elements is seamless within the overall project work.

TASK 5: COMMUNITY ENGAGEMENT

In this task Pogo Park will keep the local Iron Triangle community informed about the project construction. The Community engagement will be performed by members of the Pogo Park CDT. Pogo Park will also train and employ 20 community members in construction skills.

SCOPE OF WORK - DETAIL

TASK 1: PROJECT MANAGEMENT & CONSTRUCTION ADMINISTRATION

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

Work in this phase includes the following tasks:

1. Planning and scheduling all construction work
2. Estimating costs before and during construction
3. Monthly invoicing
4. Weekly construction meetings with the CDT, regular meetings with the Project consultants and City staff as needed
5. Supervision and management of the general contractor, subcontractors and CDT
6. Design Team Construction Administration
7. Arranging required inspections
8. Securing necessary equipment and materials
9. Setting up and closing out construction
10. Preparing and submitting grant and contract reports

Timeline: 8/1/22 – 3/15/24

TASK 2: SITE PREPARATION & UTILITIES

1. Removing and disposing of existing building, utilities and other site elements
2. Clearing and Grubbing
3. Grading
4. Site fencing
5. Installation of water, sewer, electrical and storm water lines

Timeline: 8/1/22 – 10/14/22

TASK 3: BUILDING CONSTRUCTION

This phase includes the following tasks and installations to complete the construction of Harbour Hall:

1. Excavation, Earthwork
2. Concrete installation
3. Framing
4. Roofing
5. Windows
6. Rough Plumbing
7. HVAC
8. Rough Electric
9. Exterior Trim

10. Siding/Stucco work
11. Insulation
12. Wall Finishes
13. Doors
14. Interior Trim
15. Cabinetry
16. Tile and Glass
17. Installation of specialty items (signs, etc.)
18. Solar and Fire Protection
19. Plumbing Finish work
20. Electrical Finish work
21. Appliances
22. Flooring
23. Trash Removal
24. Equipment installation

Timeline: 10/17/22 – 12/22/23

TASK 4: PARK CONSTRUCTION

This phase includes the fabrication and installation of the park elements below. Many of the park elements will require custom fabrication. The Pogo Park CDT will work closely with SAS and Lawrence Construction to build these landscape elements:

1. Clearing & Grubbing, Site Preparation/grading
2. Pathway paving
3. Archways
4. ADA Zipline
5. Big Zipline
6. Brick Walls
7. Disc Swings
8. Fun Zone Fencing
9. Picnic Area Concrete Slabs & Furnishings
10. Sand and Water Play
11. Spinner
12. Tetherball
13. Tot-Lot
14. Jumpers
15. Boulder Border
16. Boardwalk Bridge
17. Pavers
18. Site Fencing
19. Site Furnishings
20. Surveillance Cameras

- 21. Lighting
- 22. Landscaping & Bioswale

Timeline: 11/28/22 -1/12/24

TASK 5: COMMUNITY ENGAGEMENT

Pogo Park will lead the community outreach, engagement, and training efforts during construction. During this 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 people from the local community to participate in the Project construction.

- 1. Coordinate all community outreach/community engagement aspects of the Project construction phase
- 2. 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.)
- 3. Recruit, hire, train and empower community members as volunteers and staff to participate in the project construction.

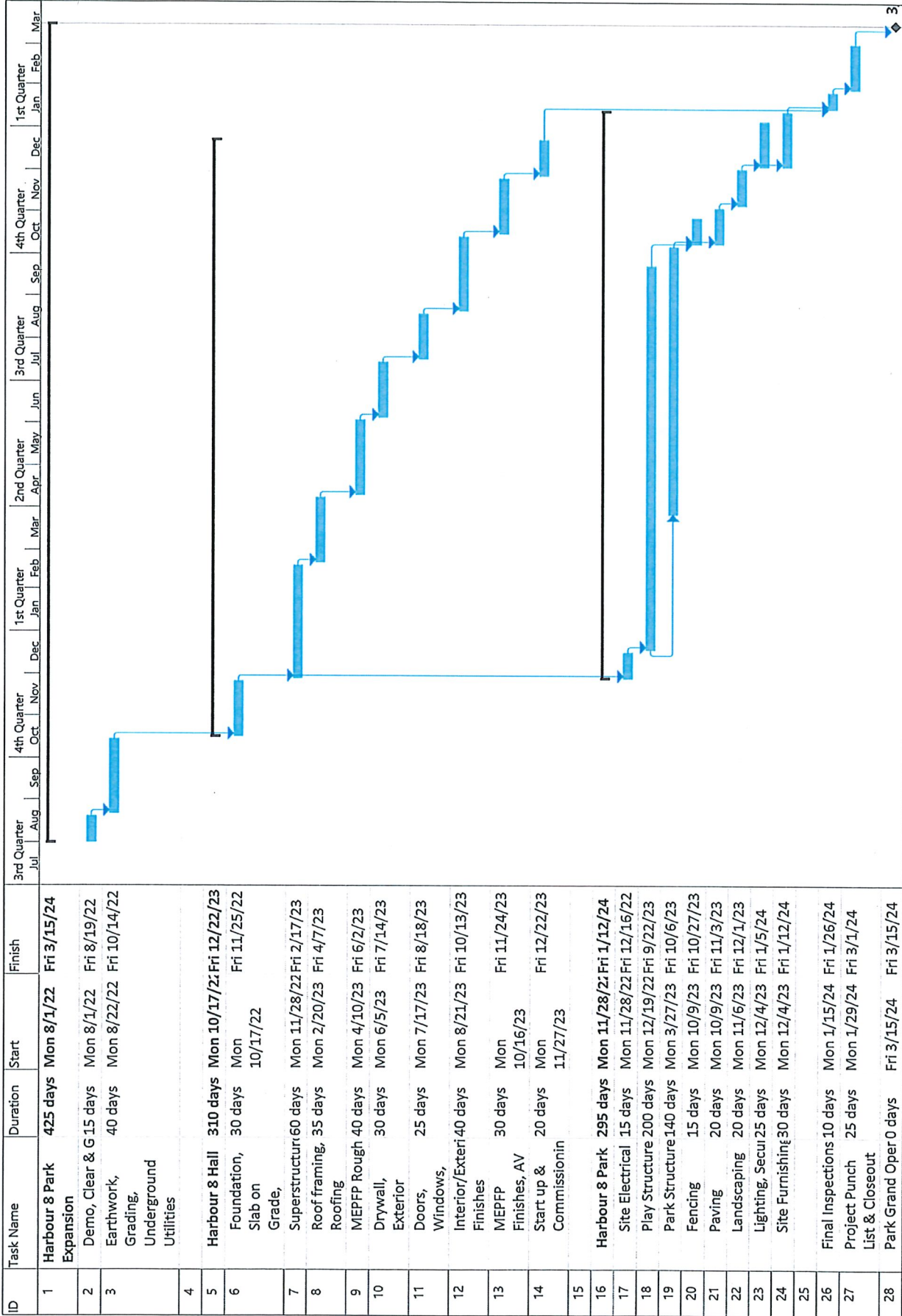
Timeline: 8/1/22 - 1/12/24

PROJECT BUDGET

TASK 1 - PROJECT MANAGEMENT & CONSTRUCTION ADMINISTRATION	\$322,200
TASK 2 - SITE PREPARATION & UTILITIES	\$429,600
TASK 3 - BUILDING CONSTRUCTION	\$4,027,500
TASK 4 - PARK CONSTRUCTION	\$563,850
TASK 5 - COMMUNITY ENGAGEMENT	\$26,850
TOTAL	\$5,370,000

* * *

CONSTRUCTION SCHEDULE



Contract Amendment between the City of Richmond and

POGO Park

Amendment No.

P.O./Contract No.

1

5228

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

NONE

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 Liability Insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General 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, 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 bodily and personal injury, property damage, 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) 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 and Builder's Risk/ Course of Construction 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)*

Required Coverage	Minimum Limits
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 .

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

General Liability <i>(primary and excess limits combined)</i>	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
	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 (\$4 million aggregate limit).	
	Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.	
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
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>	Coverage shall include all risks of direct physical loss, excluding earthquake, 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. 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. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability <i>(if applicable)</i> 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.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	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.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out 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. 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.	

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors
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Additional Insured Endorsement (continued)	SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61
Primary and Noncontributory	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.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	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. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: <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.

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.

<p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p>

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.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

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.

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: 2022-29962

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed 4-84)

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. *1969426-22* Endorsement No. *1*
Premium

Insurance Company *State Compensation Fund*

Countersigned by _____



WC 00 03 13
(Ed. 4-84)