

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

<b>Department:</b> Public Works	<b>Project Manager:</b> Jene Levine-Snipes
<b>Project Manager E-mail:</b> jene_levine-snipes@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 307-8132
<b>P.R. No:</b>	<b>Vendor No:</b> 8786
<b>P.O./Contract No:</b> 5228	
<b>Description of Services:</b> Contractor will perform the design/build of the Harbour 8 Park Expansion	
<b>Amendment No. 2 modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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: 2604 Roosevelt Ave

City, State, Zip Code: Richmond, CA 94804

Contact Person: Toody Maher

Telephone: (510) 215-5500

Email: toody@pogopark.org

Business License No: 40046304 / Expiration Date: December 31, 2023

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:  
By Eduardo Martinez  
086C427628CC481...

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:  
By Pamela Christian  
C6643BEE4A43A06...  
City Clerk

Approved as to form:

DocuSigned by:  
By [Signature] For  
0F098C1E4C50485...  
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

DocuSigned by:  
Daniel Chavarria  
A87539EDCCFE427...

CONTRACTOR:  
POGO Park

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

By Toody Maher, Executive Director  
9E35194A7A5E42E...

Title: Executive Director

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

DocuSigned by:  
By Denise Yamamoto  
8C0BD4A4A4E04F4...

Title: Board Chair

(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.  
**2**

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

**December 31, 2025**

\_\_\_\_\_  
(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 \$ **2,196,225.00**. 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 \$ **9,155,725.00** 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).



**YELLOW BRICK ROAD®**  
*Clean, Green, and Beautiful*

**HARBOUR-8 PARK**

**FEE PROPOSAL**



January 18, 2023

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

# CALTRANS CLEAN CALIFORNIA GRANT

*Yellow Brick Road®: Clean, Green, and Beautiful*

## FEE PROPOSAL

### HARBOUR-8 PARK

#### REQUEST OF THIS PROPOSAL

To amend Pogo Park's current sole source contract with the City of Richmond for the **HARBOUR-8 PARK PROJECT- Contract # 5228** to include specific deliverables of the Caltrans Clean California *Yellow Brick Road: Clean, Green and Beautiful* (CGB) project grant. The specific deliverables for the CGB grant for Harbour-8 Park are listed below and in the Scope of Work on pages 10-12.

#### GRANT DELIVERABLES

- Pedestrian-Scale Exterior Lighting (18 fixtures)
- Public Restroom (380 square feet)
- Pavers (17,600 square feet)
- Metal Entry Gates (4)
- Architectural Metal Fence (700 linear feet)
- Wood Fence with Public Art Mural (600 linear feet)
- Brick Wall with Metal Fence (25 linear feet)

#### PROJECT BACKGROUND

In 2022, Pogo Park partnered with the City of Richmond to secure a highly competitive, \$5 million "Clean California" Local Grant from Caltrans for the project: *Yellow Brick Road®: Clean, Green, and Beautiful*.

Caltrans' Clean California grant has four primary goals:

1. *Reduce the amount of waste and debris within public spaces;*
2. *Beautify and improve public spaces and mitigate the urban heat island effect;*
3. *Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation;*
4. *Advance equity for underserved communities.*

Richmond's \$5 million *Yellow Brick Road®: Clean, Green, and Beautiful* (CGB) grant supports the cost of two specific activities:

**ACTIVITY #1:** To design, build, and install site amenities and public art in two public spaces in Richmond's Iron Triangle neighborhood:

- **Harbour-8 Park (Pogo Park #2):** a city park, adopted by Pogo Park, and located on a two-block section of the Richmond Greenway between Harbour Way and 8th Street.
- **Yellow Brick Road®:** a one-mile, 27-block, bike and walking path, adopted by Pogo Park, that runs through the heart of the Iron Triangle neighborhood. (The project site for the CGB grant represents *only a portion* of the YBR route as follows: on 8th Street from Pennsylvania to Ohio; and on Pennsylvania from 7th to 9th Streets).

**ACTIVITY #2:** To organize and lead community events that educate community residents about how to properly dispose of waste (landfill, recycling, and compost). All community education events will all be held at Elm Playlot (Pogo Park #1), a .5 acre city park, adopted by Pogo Park, in the Iron Triangle neighborhood located on the corner of Elm Avenue and 8th Street.

***Please note: this document contains the fee proposal and deliverables (see pages 10-12) for the Harbour-8 Park (H8) portion of the Caltrans Clean California grant only.***

## **ORGANIZATIONAL HISTORY**

**Who We Are:** Founded in 2007, Pogo Park is an entrepreneurial 501(c)3 community development nonprofit working in one of Richmond’s most historic and critically underserved neighborhoods: Iron Triangle.

**Our Mission:** To transform lives by transforming public spaces.

**Our Work & Process:** For the past 16 years, Pogo Park has organized and led a holistic, “Build from the Inside/Out”, community development project in the Iron Triangle.

Rather than putting a public works project out to bid and hiring professionals from outside the community to design and build parks and streetscapes “for” the people, Pogo Park hires, trains, and empowers community residents – *those who know their neighborhood best* – to play a leading role in the entire process to reimagine and rebuild these public spaces themselves.

After our parks (and now streets!) are rebuilt, members of Pogo Park’s Community Development Team (CDT) care for, watch over, manage, and bring public spaces in the Iron Triangle to life. Members of Pogo Park’s CDT, all local residents, are diverse in age, race, and gender. Many CDT members have worked together for 15 years transforming city parks. While working together to reimagine and rebuild city parks and streets, members of Pogo Park’s CDT work at a local job in their own neighborhood, earn a living wage, and acquire transferable work skills.

Pogo Park’s overarching goal is to use the parks we transform into safe, green, beautiful public spaces that provide local children with high-quality, enriched programs that spark and foster their healthy development.

Today, Pogo Park has three neighborhood transformation projects in Richmond’s Iron Triangle:

1) Elm Playlot (Pogo Park #1), a .5-acre pocket park in the very heart of the neighborhood, the model for our work;

2) Harbour-8 Park (Pogo Park #2), a 2-acre park located on a 2-block section of the Richmond Greenway. Harbour-8 Park is under construction now.

3) Yellow Brick Road® (YBR), a safe biking and walking route that runs 27 blocks through the Iron Triangle and connects important community assets including churches, schools, medical services, transportation, shopping, cultural centers – as well as our two Pogo Parks.

## **HISTORY OF POGO PARK'S PARTNERSHIP WITH THE CITY OF RICHMOND**

***A successful, 16-year, public / private partnership that has generated \$50 million in investment into the Iron Triangle neighborhood, created over 100 living-wage jobs, and provided 60,000 hours of hands-on training for community residents.***

SUCCESSFUL HISTORY OF DESIGN/BUILD PROJECTS: For the past 16 years, Pogo Park and the City of Richmond have successfully collaborated on multiple large park and streetscape redevelopment projects in the Iron Triangle that include: the renovation of Elm Playlot; Harbour-8 Park; and Yellow Brick Road®.

PARTNERING TO RAISE FUNDS FROM GOVERNMENT GRANTS AND PHILANTHROPY: To raise the funds required to plan, design, and build these projects, Pogo Park identifies, prepares, and submits grant proposals, mainly to government sources, on behalf of the City of Richmond. As a 501(c)3 nonprofit, Pogo Park also raises additional funds for Pogo Park / City of Richmond's neighborhood transformation projects from philanthropic grants and donations.

***To date, Pogo Park has raised \$50 million in total investment for Richmond's Iron Triangle neighborhood: \$40 million from public funds and \$10 million from philanthropy.***

(see chart below)

GRANT FUNDS FLOW INTO THE COMMUNITY: Pogo Park and the City of Richmond have developed a unique partnership for government grant-funded projects: Pogo Park prepares government grant applications on behalf of the City and, when applicable, the City then enters into "sole source" design-build contracts with Pogo Park to implement part of the work.

Sole source contracts enable Pogo Park to: 1) direct grant funds down, into the community, to hire, train, and empower residents to design and build parks and streets in their own community; 2) award contracts and procure materials locally, from Richmond businesses, so that grant funds are reinvested and recycled back into the local community; and 3) leverage the City's sole source contract to attract additional philanthropic support from foundations and donors.

DEEPER, AUTHENTIC COMMUNITY ENGAGEMENT: Pogo Park's partnership with the City has resulted in a deeper connection between community residents and city of Richmond staff. For over a decade, Pogo Park created a space and process for local residents to have a voice, a "say so", in decisions that affect how their community is designed and built. The City of Richmond and Pogo Park's partnership has been so successful that the California Parks Department named it as a model for how cities can deeply and authentically engage the local community in the transformation of their own neighborhood.

**ACTUALIZING HEALTH IN ALL POLICIES ORDINANCE:** Pogo Park's on-the-groundwork actualizes the City of Richmond's 2014 Health in All Policies (HiAP) ordinance. Richmond's HiAP, the first of its kind among California cities, mandates that when city staff make decisions, they do so through the lens of community health and equity. Pogo Park's projects actualize the vision mandated in Richmond's HiAP – and is a model that can be replicated in other neighborhoods across Richmond and beyond.

Over the past 15 years, a \$11 million investment in Pogo Park resulted in leveraging \$39.5 million in additional funds. Total \$ Pogo Park secured for Richmond's Iron Triangle neighborhood: \$50.5 million				
FUNDING RAISED/LEVERAGED BY POGO PARK'S WORK TO DATE				
From: 01/01/2007	To: 01/01/2023	15 years		
SOURCE	PURPOSE	TOTAL RAISED	TO OTHERS	TO POGO PARK
Prop 68 State Parks Grant	Harbour-8 Park Expansion Project	\$8,500,000	\$8,000,000	\$500,000
Prop 84 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	\$4,000,000	\$1,000,000
California Natural Resource Agency	Yellow Brick Road - "greenscape"	\$4,100,000	\$3,100,000	\$1,000,000
City of Richmond - ECIA	Yellow Brick Road - "greyscape"	\$2,000,000	\$2,000,000	\$0
Prop 84 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	\$0
State of CA: Strategic Growth Council	Greening the Last Mile - Urban Greening	\$727,000	\$711,000	\$16,000
In-Kind Donations	Services and Materials	\$800,000	\$600,000	\$200,000
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
The Conservation Fund	Purchase Land @ 909 Ohio; adjacent to Harbour-8 Park	\$230,000	\$230,000	\$0
Caltrans - Environmental Justice Grant	Yellow Brick Road Planning	\$243,355	\$208,355	\$35,000
Caltrans - Environmental Justice Grant	23rd Street Bridge / Greenway Gap Planning	\$280,208	\$242,208	\$38,000
Sunlight Giving Foundation	Build Elm Playlot Tot-Lot	\$215,000	\$0	\$215,000
Sunlight Giving Foundation	Harbour-8 Park Expansion Project	\$200,000	\$80,000	\$120,000
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	\$0	\$50,000
Cal-Fire	Plant Trees Around Elm Playlot	\$25,000	\$20,000	\$5,000
City of Richmond Arts & Culture	Totem at Harbour-8 Park	\$7,500	\$2,500	\$5,000
<b>SUB-TOTAL - \$ RAISED/LEVERAGED BY POGO PARK</b>		<b>\$39,527,921</b>	<b>\$35,439,921</b>	<b>\$4,088,000</b>
Foundations   Donors   Earned Income	\$ Raised to support Pogo Park's work in Iron Triangle	\$11,000,000		\$7,000,000
<b>TOTAL \$ RAISED/LEVERAGED BY POGO PARK'S WORK-TO-DATE</b>		<b>\$50,527,921</b>	<b>\$35,439,921</b>	<b>\$11,088,000</b>

## **HISTORY OF DEVELOPMENT OF HARBOUR-8 PARK (POGO PARK #2)**

In 2013, Pogo Park turned its efforts to transforming a littered and little-used 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 “Build from the Inside/Out” approach we have used in all our projects: hiring, training, and empowering a team of community residents (Pogo Park’s Community Development Team) to design, build, and maintain this new park themselves.

Over a 10 year period, Pogo Park raised funds to develop Harbour-8 Park with the CDT from a mixture of grants, donations, and earned income and has developed the park in eight 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:** 2020-2024 – Design/Build the Prop 68-funded “Harbour-8 Expansion Project”

**Stage 8:** 2023-2024 – Design/Build for the Caltrans Clean California funded site elements (*The focus of this fee proposal to the City of Richmond is for Stage 8 only.*)

## **PROJECT APPROACH**

Over the past decade, Pogo Park has 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 Caltrans-funded *Yellow Brick Road® Clean, Green, and Beautiful* (CGB) project for Harbour-8 Park.

Pogo Park will be the prime vendor for the CGB Project and, as such, will organize, manage, and lead all aspects of the Project, including consultant work. Pogo Park, together with our partners and consultant team (see details below), will provide planning, engineering, community outreach, project management and construction to:

- Develop and refine the conceptual designs for the public restroom, pedestrian-scale exterior lighting, fencing, gates, pavers, mural wall and brick wall
- Secure requisite approvals from Agencies having Jurisdictions over the project including City of Richmond Planning Department, Design Review Board, Arts & Culture Commission, Recreation and Park Commission, and Building Department
- Prepare construction documents and final permit documents for the public restroom and shop drawings for the other Harbour-8 Park deliverables above
- Construct and install the deliverables for Harbour-8 Park listed in the CGB grant application

## **PROJECT TEAM**

Pogo Park has assembled an experienced team of professional consultants to work on CGB. Each and every consultant understands and supports Pogo Park's unique "Build from the Inside/Out" process.

Moreover, Pogo Park has decade-long partnerships with two Iron Triangle businesses: Lawrence Construction Inc. (LCI) and Scientific Art Studio (SAS). Both LCI and SAS will provide Pogo Park's CDT with a supportive, sheltered environment to enable and empower the CDT to plan, design, build, and install the deliverables for the *Yellow Brick Road® Clean, Green, and Beautiful* grant.

### **LAWRENCE CONSTRUCTION INC. – General Contractor**

Lawrence Construction Inc. will be the CGB project's general contractor. With 50 years' building experience, LCI will oversee and manage all construction activities. LCI will provide the materials, labor and equipment for the construction of the CGB built elements such as the public restroom, fencing, lighting, and pavers. LCI will organize the jobsite, hire and oversee subcontractors, conduct demolition and cleanup, and will maintain site safety procedures. LCI will maintain the overall 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.

**SCIENTIFIC ART STUDIO – *Custom Design, Fabrication, and Installation***

Scientific Art Studio (SAS) will join the construction effort to work closely with LCI and Pogo Park's CDT to fabricate the Project's custom site elements such as: fencing, gates, and wall murals. Under the supervision of SAS, Pogo Park's CDT will fabricate as much of the custom CGB elements as possible. SAS will report to LCI to ensure that all safety and accessibility requirements are met and that the custom elements are fabricated and installed within the overall project budget and schedule.

**GORING & STRAJA (GaS) - *Architect***

GaS will work with the project team to design a public restroom to serve park visitors. The architect will continue to consult during construction.

**CSW | ST2 – *Civil Engineer***

CSW | ST2 will be the consultant responsible for all civil engineering construction support on the project. CSW | ST2 is led by President and Owner, Robert Stevens, who has significant experience with projects in Richmond and years of experience working with Pogo Park, LCI, and SAS.

**TIPPING ENGINEERING (TSE) – *Structural Engineer***

As needed, TSE will work closely with the other consultants and provide structural review for the custom amenities that are part of this Project.

**LIST ENGINEERING - *Mechanical and Plumbing Engineer***

Licensed mechanical and plumbing engineer List Engineering will work with the architect to oversee construction of the restroom plumbing systems including sewer/waste, roof drain, vent, cold and hot water.

**SUMMIT ENGINEERING - *Electrical Engineer***

Licensed electrical engineers will consult on the pedestrian-scale lighting and electrical service throughout the project site and prepare the lighting design drawings.

**LANDSCAPE ARCHITECT**

Pogo Park has a landscape architect on staff who is experienced in the design and construction of city parks and urban streetscapes. The landscape architect will coordinate and/or prepare any necessary drawings and will function as the project manager for the consultant team.

**SBCA TREE SERVICE – *Arborists***

SBCA will develop a tree protection plan during the construction phase, as needed.

# SCOPE OF WORK

## EXECUTIVE SUMMARY

### **TASK 1: GENERAL CONDITIONS**

Pogo Park will organize, lead, and manage the contracted CGB deliverables that will be installed in Harbour-8 Park, including all work performed by subconsultants and the construction contractor. Project management includes overseeing internal project administration, managing subconsultant contracts for timely invoicing and payment as well as management of subconsultant work for timely work performance. Pogo Park will also communicate with the City, the City's representative and key stakeholders about project schedule and attend all project-related meetings.

### **TASK 2: DESIGN DEVELOPMENT**

In this task, Pogo Park's Community Development Team (CDT), in partnership with design consultants GaS, CSW/ST2, LCI and SAS, will further develop the initial restroom concepts and Harbour-8 Park deliverables that were submitted in Caltrans' *Clean California Local Grant Program* application.

Using Pogo Park's Design-Build approach, the CDT will create prototypes of the project site elements, develop shop drawings, and field test them. The design and location of site elements will be prepared based on a site survey and AutoCAD Base Plans. Design development shop drawings will be prepared as an interim coordination set for the design team and will be finalized in the Construction Drawings. Working with GaS Architects, Pogo Park will develop DD-level drawings for the public restroom.

### **TASK 3: CONSTRUCTION DRAWINGS**

The Pogo Park team will prepare a full plan set, including specifications and construction documents, for the public restroom and site lighting. The restroom and lighting plans shall meet City and project expectations, code, local public safety and engineering criteria. Technical specifications will be prepared in CSI format. Plans will be stamped by licensed architects and engineers as required for City approval. Construction documents for the restroom and lighting will be 100% complete. For the other Harbour-8 Park deliverables, Pogo Park will revise the shop drawings for fabrication and installation. These shop drawings will be sufficient for review by the project engineers, approval by the City, and by general contractor LCI for final construction.

### **TASK 4: CONSTRUCTION COST PRICING**

Pogo Park will work with the project partners and consultant team to develop construction pricing for the Project. A construction opinion of probable cost will be submitted to the City for review and approval.

### **TASK 5: PERMITS**

Pogo Park will work with the City staff to ensure that the restroom is permitted, incorporate City comments into the design documents and provide additional documentation as needed. Pogo Park will ensure that the restroom construction documents and other shop drawings meet all applicable laws, codes, rules, and regulations of all jurisdictions having authority over the Project. The Pogo Park team will submit restroom plan sets, specifications and structural calculations to

the City of Richmond for permitting at 75% CD completion. Once plan check comments are received from the City, drawings will be resubmitted and the approved set will become the 100% CD/Permit set. The park lighting, brick wall and pavers have already been permitted as part of the Harbour-8 Park Expansion project (permit # B22-01425). The new gates and fencing will be permitted with the Restroom Building.

#### **TASK 6: CONSTRUCTION AND IMPLEMENTATION**

Task 6 includes all construction activities specific to the construction of the Harbour-8 Park deliverables for the CGB project. LCI will oversee the Harbour-8 Park construction. A large portion of the work will be completed by the Pogo Park CDT. All CDT work will be supervised by LCI and SAS staff experienced in construction. SAS will report to LCI to ensure that the construction of the restroom and fabrication and installation of the custom elements is seamless within the Harbour-8 Park project work. All construction work will meet prevailing wage requirements and local Richmond ordinances.

# SCOPE OF WORK

## DETAIL

### TASK 1: GENERAL CONDITIONS

#### 1.1 Coordination/Meetings

- Schedule and lead project-related meetings; produce meeting minutes
- Pay the out-of-pocket costs for meeting facilitation for all project meetings (materials and supplies, food and beverages, etc.)

#### 1.2 Project Administration

- Execute contracts with and manage subconsultants. Project administrative duties include:
  - Manage of subconsultant contracts for timely invoicing and payment
  - Manage of subconsultant work for timely performance
  - Manage of subconsultants during approval processes/commissions
  - Archive key documents to prepare for a possible Caltrans audit of the project

#### 1.3 Finance Administration

- Report (grant and contract) to the City
- Budget
- Monitor grant compliance

#### 1.4 Construction Management

- Mobilization
- Traffic Control
- Schedule
- Monitor safety compliance

#### 1.5 Communications

- Communicate progress and milestone events with key stakeholders

### TASK 2: DESIGN DEVELOPMENT (DD)

#### 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 subconsultants
- Schedule and attend task-related meetings with City of Richmond

#### 2.2 Design Development

- Produce a model and dimensioned DD-level architectural drawings for the restroom and pedestrian-scale lighting in AutoCAD or other design software for internal and City review
- Create prototypes of the site elements:
  - Metal entry gates
  - Architectural metal fence
  - Wood fence with mural
  - Brick wall with metal fence
  - Pavers

- Create DD-level shop drawings for the site elements listed in Task 2.2 for internal and City review
- Field Test site elements listed in Task 2.2

### **2.3 Review Development Drawings**

- Distribute DD-level drawings and solicit input/feedback from key stakeholders (i.e. City staff, Friends of the Richmond Greenway, neighborhood councils)
- Assess and compile input received from key stakeholders on DD restroom and lighting drawing set and shop drawings.

## **TASK 3: CONSTRUCTION DRAWINGS**

Pogo Park will work with our professional consultant team to produce a set of Construction Drawings for the project restroom and lighting and updated shop drawings for the other project grant deliverables.

### **3.1 Coordination | Meetings**

- Organize and lead meetings related to Task 3

### **3.2 Construction Drawings**

- Revise shop drawings for the remaining project deliverables to incorporate comments received from key stakeholders on DD-level shop drawings
- Develop set of 75% Construction Drawings for the restroom and lighting plan for the pedestrian-scale lighting
- Submit 75% Construction Drawings for the restroom and shop drawings for the other deliverables to the City's Permit Department for review and comment

## **TASK 4: CONSTRUCTION COST PRICING**

### **4.1 Coordination/Meetings**

- Organize and lead meetings related to Task 4

### **4.2 Prepare Opinion of Probable Cost for Construction Phase**

- Develop a realistic opinion of probable cost for the CGB H8 deliverables based on current materials pricing

## **TASK 5: PERMITS**

### **5.1 Coordination/Meetings**

- Organize and lead meetings related to Task 5

### **5.2 Permits**

- Review plan check comments and update the 75% restroom and lighting drawings and shop drawings to prepare the 100% Permit Set
- Submit an application to the City for the construction permit

## **TASK 6: CONSTRUCTION AND IMPLEMENTATION**

In this task Pogo Park and its partners will construct and install the CGB Harbour-8 Park deliverables listed below in Task 6.2. Pogo Park will hire community residents (both youth and adults) to participate in every phase of the construction and installation of the CGB Harbour-8 Park deliverables. All construction work will meet prevailing wage requirements and local Richmond ordinances.

### **6.1 Coordination/Meetings**

- Organize and lead meetings related to Task 6

### **6.2 Construction**

CGB Harbour-8 Park deliverables:

1. Pedestrian scale lighting-18 fixtures
2. Metal entry gates - 4
3. Architectural metal fence -700 linear feet
4. Wood Fence with Mural - 600 linear feet
5. Brick wall with metal fence - 25 linear feet
6. Pavers - 17,600 square feet
7. Public Restroom - 380 square feet

## BUDGET

TASK	TOTAL
Task 1: General Conditions	\$150,000
Task 2: Design Development	\$90,698
Task 3: Construction Drawings	\$56,687
Task 4: Construction Cost Pricing	\$18,896
Task 5: Permits	\$13,595
Task 6: Construction	\$1,866,351
<b>TOTAL</b>	<b>\$2,196,225</b>

## PROJECT SCHEDULE | TIMELINE

TIMELINE – HARBOUR-8 PARK	2022		2023												2024												
TASKS	N	D	J	F	M	A	M	J	JL	A	S	O	N	D	J	F	M	A	M	J	JL	A	S	O	N	D	
Task 1: Project Management & Contract Administration																											
Task 2: Design Development																											
Task 3: Construction Drawings																											
Task 4: Construction Cost Pricing																											
Task 5: Permits																											
Task 6: Construction and Implementation																											

\* \* \*

Contract Amendment between the City of Richmond and

POGO Park

Amendment No.

P.O./Contract No.

**2**

**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

Contract Amendment between the City of Richmond and  
POGO Park

Amendment No. 2 P.O./Contract No. 5228

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 30, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 5,370,000.00 for a payment limit not to exceed \$ 6,959,500.00.
- Term Amendment (insert new termination date): June 30, 2024
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 6,959,500.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 6,959,500.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 6,959,500.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 6,959,500.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

## 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: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .

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

General Liability	PROJECT COST	REQUIRED LIMIT
<i>(primary and excess limits combined)</i>	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	<b>Fireworks</b>	<b>\$5 million p/o</b>
	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 <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</b>	
	Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.	
Automobile Liability	<b>\$1,000,000</b> per occurrence for bodily injury and property damage.	
<p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><b><i>(Only required for Construction Projects involving property and equipment installation.)</i></b></p>	<p>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.</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 of subrogation against City.</p>	
<p>Contractor's Pollution Liability (if applicable)</p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline &amp; tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential &amp; commercial builders.</p>	Same limits as General Liability.	
<b>Required Policy Conditions</b>		
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	<p>Applicable to General 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 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><b>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.</b></p>	

<b>City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</b>
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Additional Insured Endorsement (continued)	<i>SAMPLE Endorsements can be found at</i> <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>
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 <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>
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 ( <b>only required when Builder's Risk and/or Course of Construction Insurance is required.</b> )	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
<b>SURETY BONDS</b> <b>(If a Public Works/Engineering Project)</b>	The Contractor shall provide: <ol style="list-style-type: none"> <li>1. A Bid bond</li> <li>2. A Performance Bond</li> <li>3. A Payment Bond</li> </ol>

**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;"><b>City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</b></p>
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**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.



COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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*  
*Drumlym*

Insurance Company *State Compensation Fund*

Countersigned by 

WC 00 03 13  
(Ed. 4-84)