



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

Agenda

Council Infrastructure & Airport Committee

Thursday, February 5, 2026

5:30 PM

Hybrid/Conference Room 2A

Special Joint HARD Board and Council Infrastructure & Airport Committee Meeting

NOTICE: The Council Infrastructure & Airport Committee will hold a hybrid meeting at Hayward City Hall, 777 B Street, Hayward, CA, and via Zoom.

The PUBLIC COMMENT section provides an opportunity to address the Committee on items not listed on the agenda. The Committee welcomes comments and requests that speakers present their remarks in a respectful manner, within established time limits and focus on issues which directly affect the City or are within the jurisdiction of the City. As the Committee is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff for further action. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The City is committed to maintaining a workplace free of unlawful harassment and is mindful that City staff regularly attend Committee meetings. Discriminatory statements or conduct that is hostile, intimidating, oppressive, or abusive and disruptive to a meeting and will not be tolerated.

How to submit written Public Comment:

Send an email to Sammy.Lo@hayward-ca.gov by 1:00 p.m. the day of the meeting. Please identify the Agenda Item Number in the subject line of your email. Emails will be compiled into one file, distributed to the Council Infrastructure & Airport Committee and City staff, and Published in the City's Meeting and Agenda Center under Documents Received After Published Agenda.

How to provide live Public Comment during the Council Infrastructure & Airport Committee Meeting:

1. Attend in person at the Hayward City Hall, 777 B Street, Hayward, Conference Room 2A

2. Please click the link below to join the Webinar:

Join from PC, Mac, iPad, or Android:

[https://hayward.zoom.us/j/89540973480?](https://hayward.zoom.us/j/89540973480?pwd=GuAbwXBW9ETGpeHYXo52w6e23WrC89.1)

[pwd=GuAbwXBW9ETGpeHYXo52w6e23WrC89.1](https://hayward.zoom.us/j/89540973480?pwd=GuAbwXBW9ETGpeHYXo52w6e23WrC89.1)

Passcode:CIAC_0205

Phone one-tap:

+16699006833,,89540973480#,,,,*848778067# US (San Jose)

+16469313860,,89540973480#,,,,*848778067# US

Join via audio:

+1 669 900 6833 US (San Jose)

+1 646 931 3860 US

Webinar ID: 895 4097 3480

Passcode: 848778067

International numbers available: <https://hayward.zoom.us/j/89540973480?pwd=GuAbwXBW9ETGpeHYXo52w6e23WrC89.1>

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS:

REPORTS/ACTION ITEMS

1. [RPT 26-013](#) Joint Agency Discussion of La Vista Park Project and Coordination Opportunities on Future Park Projects

Attachments: [Attachment I Staff Report](#)
[Attachment II MOU](#)
[Attachment III MOU Amendment Presentation](#)

COMMITTEE MEMBER/STAFF ANNOUNCEMENTS AND REFERRALS

ADJOURNMENT

Next Regular Meeting: Wednesday, February 25, 2026



CITY OF HAYWARD

Hayward City Hall
777 B Street
Hayward, CA 94541
www.Hayward-CA.gov

File #: RPT 26-013

DATE: February 5, 2026

TO: Council Infrastructure & Airport Committee, City of Hayward
Capital Outlay Standing Committee, Hayward Area Recreation and Park District

FROM: Director of Public Works
General Manager

SUBJECT

Joint Agency Discussion of La Vista Park Project and Coordination Opportunities on Future Park Projects

RECOMMENDATION

That the Council Infrastructure & Airport Committee (CAIC) hold a joint meeting with the Capital Outlay Standing Committee of the Hayward Area Recreation and Park District (HARD) Board to discuss the La Vista Park project and coordination opportunities on future park projects.

SUMMARY

Since 2017, the City and HARD have worked toward a shared vision of constructing and operating La Vista Park, a new destination park in South Hayward, east of the intersection of Mission Boulevard and Tennyson Road. The addition of a destination park will create a much-needed amenity and attraction for South Hayward, the City, and the entire region.

On June 17, 2025, City Council awarded the construction contract to DeSilva Gates LLC of Dublin, California, in the amount of \$32,850,547. While construction has been postponed until Spring 2026 due to the rainy season, staff has undertaken cost-saving value engineering efforts to reduce construction costs by potentially up to \$5.2 million while maintaining all park features, usability, and safety.

Both City and HARD staff are interested in discussing with CAIC and the Capital Outlay Standing Committee of the HARD Board the La Vista Park Project and other opportunities for coordination on future park projects.

ATTACHMENTS

Attachment I Staff Report

File #: RPT 26-013



DATE: February 5, 2026

TO: Council Infrastructure & Airport Committee, City of Hayward
Capital Outlay Standing Committee, Hayward Area Recreation and Park District

FROM: Director of Public Works
General Manager

SUBJECT: Joint Agency Discussion of La Vista Park Project and Coordination Opportunities on Future Park Projects

RECOMMENDATION

That the Council Infrastructure & Airport Committee (CAIC) hold a joint meeting with the Capital Outlay Standing Committee of the Hayward Area Recreation and Park District (HARD) Board to discuss the La Vista Park project and coordination opportunities on future park projects.

SUMMARY

Since 2017, the City and HARD have worked toward a shared vision of constructing and operating La Vista Park, a new destination park in South Hayward, east of the intersection of Mission Boulevard and Tennyson Road. The addition of a destination park will create a much-needed amenity and attraction for South Hayward, the City, and the entire region.

On June 17, 2025, City Council awarded the construction contract to DeSilva Gates LLC of Dublin, California, in the amount of \$32,850,547. While construction has been postponed until Spring 2026 due to the rainy season, staff has undertaken cost-saving value engineering efforts to reduce construction costs by potentially up to \$5.2 million while maintaining all park features, usability, and safety.

Both City and HARD staff are interested in discussing with CAIC and the Capital Outlay Standing Committee of the HARD Board the La Vista Park Project and other opportunities for coordination on future park projects.

FISCAL IMPACT

The adopted FY26 Capital Improvement Program (CIP) budget includes a total project budget appropriation of \$42.769 million (Fund 405 – Capital Projects (Governmental)) for

the design and construction of La Vista Park, including a \$5.2M transfer from Measure C. This transfer can be eliminated as discussed later in this report. As outlined below, HARD is contributing over \$15 million in Bond funds to the project.

The breakdown for the project costs is as follows:

Construction Contract	\$32,850,547
Estimated Maximum Potential Value Engineering Cost Savings	(\$4,092,000)
Construction Contingency	\$3,942,066
<u>Construction Contingency Reduction</u>	<u>(\$1,108,000)</u>
<i>Construction Subtotal</i>	<i>\$31,592,613</i>
Design	\$1,104,387
Administration	\$1,104,000
Geotechnical Inspection, Testing and Reporting	\$1,840,000
<u>Previously Incurred City Costs</u>	<u>\$1,928,000</u>
Total Project Cost	\$37,569,000

The funding sources for the project are as follows:

Fees for La Vista Development	\$2,140,000
HARD Bond Funds	\$15,400,000
Offsite Tree Mitigation	\$585,000
<u>Park-in-Lieu Funds</u>	<u>\$19,444,000</u>
Total Funding Sources	\$37,569,000

BACKGROUND

In 2005, the La Vista residential development included 179 new single-family homes to be built at the South Hayward site east of and up the hill from the terminus of Tennyson Road and Mission Boulevard was approved. The original project included the construction of a new approximately 30-acre public park. The original 30-acre park site on land donated by the developer was expanded to almost fifty acres in size by the addition of twenty acres of the former Caltrans Route 238 property right-of-way acquired by the City.

The adopted FY23 CIP budget included a total project budget appropriation of \$23.27M (Fund 405) for the design and construction of the La Vista Park Project. In February 2023, the engineer's estimated cost for construction of La Vista Park without contingency was \$25M. With construction contingency, project design, administration, inspection and testing, the total estimated project cost was over \$35M, which was greater than the appropriated budget. Staff prepared alternate bids with the bid package that would have allowed the project to be phased into multiple phases depending on how the bids were received. It was intended that at least the first phase would be awarded in 2023 to construct a majority of the park features and the subsequent phases would be constructed in the future when additional funding is obtained.

In June 2023, three (3) construction bids were received for the project ranging from \$41,927,606 to \$47,323,996. With the low bid far exceeding the available budget, the project was fiscally infeasible. As a result, City Council directed staff to reevaluate and revise the scope of the project to allow a project with a reduced scope to proceed and then rebid the project.

The final design of La Vista Park is a 39-acre site that incorporates the following items and park elements:

- Site grading and construction of the slope stabilization keyway
- Installation of on-site utilities including water lines, sewer lines, and storm water lines
- Installation of new electrical service and infrastructure with pedestrian lights including infrastructure for the future security camera system by HARD
- Installation of irrigation system, trees, and hydroseeding of the entire project site
- Installation of offsite asphalt and concrete sidewalk on Tennyson Road
- Installation of the Foothill trail
- Installation of on-site asphalt, decomposed granite, and gravel paving
- Installation of decorative boulders
- Installation of park signage, vehicular swing gates, and bollards
- Installation of picnic tables, BBQs, benches, and trash and recycle receptacles
- Installation of bike racks and drinking fountains
- Installation of turf sod at the soccer field and amphitheater
- Installation of concrete slide structures, exercise equipment, play equipment, and basketball courts
- Installation of fencing for area separation
- Installation of automated restrooms and maintenance shed
- Installation of a dog park

City staff presented the revised scope of La Vista Park Project to reduce both the scope and the cost to City Council on [March 19, 2024](#). On April 1, 2024, a similar presentation was made to the HARD Board of Directors regarding the revisions made to the La Vista Park scope. The HARD Board of Directors requested execution of a Memorandum of Understanding (MOU) between HARD and the City to solidify project funding, park operations, and maintenance, including capital replacement of park improvements. Once the project re-design was complete, the project plans were routed to HARD for review. The MOU referenced above was executed in January 2025 and amended in July 2025 (Attachments 2 and 3, respectively).

Additionally, on December 17, 2024¹, City Council approved the plans and specifications for the project and called for construction bids to be received. On April 23, 2025, four bids were received with base bids ranging from \$32,850,547 to \$34,945,319. DeSilva

¹ <https://hayward.legistar.com/LegislationDetail.aspx?ID=7059333&GUID=9822652E-85BA-4488-A872-8A02782DF6CA&Options=&Search=>

Gates Construction (DGC) submitted the low bid in the amount of \$32,850,547, which was 24.3% above the engineer's estimate of \$26,437,784. Due to the number of bids received and the narrow range among them, staff determined that the bids are reasonable and reflective of current market conditions.

In evaluating the bid, City staff recommended to allocate Measure C funds to cover the additional construction costs related to the keyway in order to move the project forward towards construction. At the time of award, City staff had the full intention of partnering with the selected contractor to perform value engineering related to the keyway and therefore, substantially reduce and, ideally, eliminate the Measure C contribution of \$5.2M to the Project. Value engineering would seek performing the construction work in a way to reduce the cost without impacting the features and quality of the final project. However, in order to start negotiating with the low bidder on any value engineering, the City needed to award the project to the low bidder first.

On June 17, 2025, City Council awarded the construction contract to DGC in the amount of \$32,850,547 and authorizing an Administrative Construction Contingency budget of \$3,942,066, for a total not-to-exceed contract amount of \$36,792,613.

DISCUSSION

After the construction contract was awarded to DGC, staff engaged DGC and the project design team, including Geotechnical Engineer Langan, in value engineering discussions. These efforts were focused on achieving cost reductions without impacting the City's General Fund or Measure C while preserving all park features, usability, and safety elements approved by City Council. Through multiple design iterations, the slope stability keyway was revised to a wider section and eliminated the need for geogrid and cement treatment. The permeable material within the keyway was also replaced with a more efficient and lower-cost alternative. In addition, the contractor revised its intended means and methods for keyway construction to improve production efficiency for an estimated savings of \$600,000. This amount remains preliminary and will be finalized following verification of subsurface soil conditions and approval by the Geotechnical engineer.

To further reduce the impact to the City's General Fund, the Construction Contingency has been reduced by \$1,108,000, from \$3,942,066 to \$2,834,066, or approximately 10% of the Revised Construction Contract. This is still a reasonable amount given the extensive discussion with the contractor and the project's Geotechnical engineer.

Staff is continuing discussions with DGC to finalize the cost savings. The anticipated measures and corresponding revisions to the construction contract are summarized below.

Original Construction Contract	\$32,850,547
<u>Original Construction Contingency</u>	<u>\$3,942,066</u>
<i>Original Total Construction Cost</i>	<i>\$36,792,613</i>
 Eliminate Geogrid and Cement Treatment	 (\$3,007,000)

Substitute Permeable Material	(\$485,000)
<u>Alternate Keyway Construction Method</u>	<u>(\$600,000)</u>
<i>Cost Savings Subtotal</i>	<i>(\$4,092,000)</i>
Construction Contingency Reduction	(\$1,108,000)
Revised Construction Contract	\$28,758,547
<u>Revised Construction Contingency</u>	<u>\$2,834,066</u>
<i>Revised Total Construction Cost</i>	<i>\$31,592,613</i>
Estimated Total Project Cost Savings	\$5,200,000

- Subject to further review by the Project's Geotech engineer.

Following finalization of the project cost savings, staff will schedule the pre-construction meeting. Construction is anticipated to start after the conclusion of the rainy season and will include ongoing participation and coordination with HARD staff. In addition to the value engineering discussions, staff and DGC have initiated the contract growing process for approximately 1,100 trees planned for La Vista Park.

Potential Grant Funding Opportunity

The upcoming Statewide Park Development and Community Revitalization Grant Program is administered by California Department of Parks and Recreation. City staff recently learned that La Vista Park Project may be eligible for up to \$8.5M in grant funding for the new park construction. City staff will be coordinating closely with HARD staff on the grant. For example, this grant opportunity could allow for enhanced amenities or the construction of three shade trellis structures that were included in the project as bid alternatives but not awarded due to budget constraints. Or, this grant could be used for a completely different park project, which will be coordinated closely with HARD staff. The grant application deadline is anticipated to be around summer or fall 2026 so delaying the start of the construction activities to after the rainy season may have helped in making the La Vista Park a competitive possibility for the grant. City and HARD staff will collaborate on the pursuit of this grant when more information is available in the coming months.

Coordination Opportunities on Future Park Projects

HARD is planning numerous future park and trail projects throughout the City of Hayward, including the Foothill Trail, Parcel Group 8 land transfer, and Eden Greenway project, among others. This joint session is an opportunity for both City and HARD committee members to discuss these future opportunities and provide feedback and direction to staff.

ECONOMIC IMPACT

The addition of a destination park to the South Hayward community will create a much-needed amenity and attraction for this part of the City. This will likely result in increased visitors to the area as well as more dollars spent on local businesses. In addition, there have

been numerous studies that indicate that the addition of open space or parkland has a positive impact on home values in the surrounding areas.

STRATEGIC ROADMAP

This agenda item supports the Strategic Roadmap of Invest in Infrastructure. Specifically, this item relates to the implementation of the following project:

Project N14, Part N14b: Construct La Vista Park

SUSTAINABILITY FEATURES

The La Vista Park has been designed to be among the most environmentally sustainable park within the City. As part of the design, park areas will require less irrigation and native grass and plants will be used throughout the park. Park structures will be constructed from natural materials rather than traditional fabricated structures. Bio-retention filtration areas will collect and retain stormwater runoff prior to discharging into the storm drainage system.

PUBLIC CONTACT

After construction work for the La Vista Park Project has been scheduled, signs will be posted prior to commencement of work indicating the date and time of construction activities.

NEXT STEPS

The following schedule has been developed for this project:

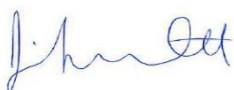
Begin Construction	Spring 2026
Complete Construction	Fall 2027

Prepared by: Sammy Lo, Senior Civil Engineer

Reviewed by: Dave Hung, Acting Deputy Director of Public Works

Recommended by: Alex Ameri, Director of Public Works

Approved by:



Jennifer Ott, City Manager

HARD Revisions: 12-04-24

**Memorandum of Understanding
between City of Hayward and Hayward Area Recreation and Park District
For the La Vista Park Project**

This Memorandum of Understanding ("MOU"), effective this 29th day of January, 2025 (the "Effective Date") is between the City of Hayward ("City"), a municipal corporation of the State of California, and the Hayward Area Recreation and Park District ("HARD"), a California special district, hereinafter referred to individually as a "Party" and collectively as "Parties", for the design, construction, funding, operation and maintenance of La Vista Park in Hayward, California.

RECITALS

WHEREAS, in 2005, City approved the La Vista residential development in south Hayward, on Tennyson Road and Mission Boulevard, that included the construction of 179 new single-family homes (the "Residential Development"); and

WHEREAS, the developer of the Residential Development donated thirty (30) acres of land adjacent to the Residential Development to be used for the development of a new public park for the south Hayward community and Two Million Dollars (\$2,000,000.00) for such purpose (the "Developer Fee Contribution"); and

WHEREAS, in 2018, the size of the proposed park expanded to almost 50 acres of land with the City's acquisition of former California Department of Transportation ("CalTrans") right-of-way land from the former Route 238 bypass project; and

WHEREAS, the size of the proposed park was subsequently reduced by approximately eleven (11) acres of land to address funding constraints, thus resulting in the size of the proposed park at approximately thirty-nine (39) acres of land as shown as the "Park Property" on the Project Site Map, attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the proposed park is to include a number of park and recreational facilities, including sports fields, courts, a yoga lawn, hiking trails, and amphitheater, among other amenities (collectively, the "Park Improvements"), and approximately sixteen (16) acres of open space (collectively, the "Park Project" or "Project"), all as shown on the Park Project Conceptual plan, which is attached hereto as **Exhibit "B"** and incorporated herein by reference, which was approved by the Hayward City Council on October 30, 2017; and

WHEREAS, in March 2019, City entered into a professional services agreement with Surface Design, Inc. (the "Project Architect") for the design of the Park Project and the preparation of plans and specifications for the construction of the Park Improvements; and

WHEREAS, in September 28, 2021, the Hayward City Council approved the final design of the Park Project and confirmed that no further action under the California Environmental Quality Act ("CEQA") action was required after the addendum to the original

HARD Revisions: 12-04-24

Initial Study/Mitigated Negative Declaration was prepared and reviewed and approved by the Hayward City Council in 2005; and

WHEREAS, City initially bid the construction of the Park Improvements in 2023, but rejected all bids because they exceeded the available funding for the project and subsequently reduced the scope of the Park Improvements; and

WHEREAS, the Project will create a much-needed amenity and attraction for the south Hayward community, a traditionally low-income and underserved service area of Hayward, by improving access to high quality park and open spaces, enhancing quality of life for residents, increasing property values, attracting visitors, and helping economic growth for local business; and

WHEREAS, City and HARD desire to collaborate on the design, funding, construction, operation and maintenance of the Project; and

WHEREAS, Chapter 4 of Division 5 of the California Public Resources Code authorizes and empowers any city and recreation district to cooperate with each other and to that end enter into agreements with each other for the purpose of establishing community recreation programs and facilities, including without limitation this MOU, subject to approval or ratification by HARD's Board of Directors and the City's City Council.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained, it is mutually agreed by and between City and HARD as follows:

AGREEMENT

1. **Park Project Generally.** The purpose of this MOU is to set forth the terms and conditions for the design, funding, construction, operation and the maintenance of the Park Project and Park Improvements. As further set forth herein, City will be responsible for the design of the improvements with input from HARD, the bidding and construction of the improvements and close-out phases of the construction of the improvements. HARD will be responsible for the operation, management, maintenance, and repair of the Park Improvements. The funding of the construction of the improvements will be shared between the Parties as set forth herein.
2. **Term.** The Term of this MOU shall commence on the Effective Date, and shall expire, unless terminated early or extended as provided herein, on the twenty-fifth (25th) anniversary of the recording of a Notice of Completion of the construction of the Park Improvements. The Term may be extended by agreement of the Parties and documented as an amendment to this MOU. City agrees that if this MOU is terminated earlier than 2046, then City, pursuant to the HARD Measure F1 Bond tax-exempt requirements, as further discussed below, will continue to use the Park Improvements for recreational purposes until at least 2046 (the end of the Bond Term) and that it will not turn over substantial control of the Park Project to a non-governmental entity during the Bond Term.

3. **Funding of Construction of Park Project Improvements.**

a) **Park In-Lieu Fees.** The Parties agree that City will allocate Thirteen Million Dollars (\$13,000,000.00) in accumulated park in-lieu fees (Quimby Act fees) collected by City as of the Effective Date from certain residential development projects in the communities to be served by the Park Property, including, but not limited to, the Developer Fee Contribution ("Park In-Lieu Fees"). In addition, and as further set forth in Section 3(d), below, the Parties agree that City will allocate Six Million, Seven Hundred Thousand Dollars (\$6,700,000.00) of existing and/or future park in-lieu fees collected by City from developers of residential development projects in communities to be served by the Park Property to HARD as a reimbursement of a portion of HARD's financial contribution to the Project as described in Section 3(c), below.

b) **City Financial Contribution.** City agrees to allocate a total of Five Million, Seven Hundred Eighty-Five Thousand Dollars (\$5,785,000.00) from separate City funds for the construction of the Park Improvements, consisting of Five Million, Two Hundred Thousand Dollars (\$5,200,000.00) of Measure C funds and Five Hundred Eighty-Five Thousand Dollars (\$585,000.00) of off-site tree mitigation funds (collectively, the "City Funds"). As an additional City financial contribution to the Park Project, as of the Effective Date City has incurred One Million, Nine Hundred Twenty-Eight Thousand (\$1,928,000.00) in costs related to design consultants, geotechnical and environmental studies and Park Project administrative costs. City shall, within fifteen (15) days of the Effective Date, provide to HARD, for HARD's review, copies of documentation of previously incurred City project costs.

c) **HARD Financial Contribution.** HARD agrees to allocate a total of Fifteen Million, Four Hundred Thousand Dollars (\$15,400,000.00) in Measure F1 Bond funds for the design and construction of the Park Improvements ("HARD Funds"). The use of Measure F1 Bond funds is subject to the restrictions of the terms and conditions for the issuance of the bonds which include, but are not limited to, the requirement that improvements funded by these bonds must be used for recreational purposes during the Bond Term, or until 2046, and that the improvements cannot be operated or leased to a private party during the Bond Term. HARD will transfer the HARD Funds on a reimbursement basis to City upon City's request supported by documentation of Project costs as further set forth in Section 8, below. HARD is not obligated to provide further funding for the design and construction of the Park Improvements other than as provided in this Section 3(c).

d) **Reimbursement of HARD Financial Contribution.** As described in Section 3(a) above, the Parties agree that City will allocate Six Million, Seven Hundred Thousand Dollars (\$6,700,000.00) of existing and/or future park in-lieu fees collected by City from developers of eligible residential development projects in the communities to be served by the Park Property to HARD as a reimbursement of a portion of HARD's total financial contribution to the Project (the "Reimbursement Amount"). For any residential developments in the communities to be served by the Park Property for which park in-lieu fees are to be collected after the Effective Date, City shall, upon the approval of a

HARD Revisions: 12-04-24

building permit for such development, in addition to its other obligations under the Quimby Act, notify HARD in writing of such development and the amount of park in-lieu fees to be collected therefrom. Upon the receipt of the park in-lieu fees, City shall pay to HARD the amount of fees collected as a portion of the Reimbursement Amount. Any such reimbursement shall be documented in writing and the Parties shall keep a record of the reimbursement payments made to HARD. The Parties may also agree to the City's transfer of existing unallocated park in-lieu fees to HARD for park projects as a part of the Reimbursement Amount. It is intended that HARD will be paid the Reimbursement Amount within ten (10) years of the date of the Effective Date. If HARD is not fully reimbursed by that date, then the unpaid portion of the Reimbursement Amount on that date shall be increased by interest at rate of the consumer price index for all urban consumers ("CPI"), compounded annually, commencing on the date 10 years from the Effective Date. Once HARD has received the full Reimbursement Amount, then City will have no further obligation under this Section 3(d). HARD shall have full discretion in its use of the funds received from City under this MOU, provided that such funds shall only be used for park land acquisition or park improvements. This subsection shall survive the early termination of this MOU.

e) **Summary of Total Available Funding.**

Park In-Lieu Fee Allocation	\$13,000,000.00
City of Hayward Contribution	\$5,785,000.00
City Previously Incurred Costs	\$1,928,000.00
<u>HARD Contribution</u>	<u>\$15,400,000.00</u>
Total	\$36,113,000.00

4. **Project Costs Estimate.** City has worked with the Project Architect to develop a cost estimate (shown below) of the total hard and soft costs anticipated to be incurred in the construction of the Park Improvements based on the Conceptual Plan as shown below:

Construction of Reduced Scope Park	\$25,460,000
<u>Construction Contingency (12%)</u>	<u>\$3,055,200</u>
<i>Construction Subtotal</i>	<i>\$28,515,200</i>
Design	\$1,996,064
Administration	\$1,392,520
Geotechnical Inspection, Testing and Reporting	\$2,281,216
<u>Previously Incurred City Costs</u>	<u>\$1,928,000</u>
Total Project Cost	\$36,113,000

5. **Project Budget.** City shall, with the assistance of the Project Architect and considering any information provided by HARD, prepare a detail project budget showing the estimated costs of the construction of the overall Park Improvements and the amount of the construction contingencies and project fees (the "Proposed Project Budget") and provide it to HARD within thirty (30) days of the Effective Date. HARD shall provide any proposed changes to City within fifteen (15) days thereafter. HARD's failure to provide

a response within the 15-day period shall be deemed HARD's approval of the Proposed Budget. City shall consider any HARD requested changes to the Proposed Budget except changes that materially increase the total cost of the Project, that require a change to the Conceptual Plan or that are inconsistent with the terms herein. City and HARD shall approve the agreed upon budget (the "Project Budget"). City shall be responsible for the administration of the Project Budget, but any changes to the Project Budget shall be agreed upon by both Parties.

6. **Eligible Project Costs.** The following costs and expenses may be funded with Park In-Lieu Fees, HARD Funds and City Funds (collectively, "Project Funds") as contained in the Project Budget, and to the extent not prohibited by applicable law:

- a) project contractor costs associated with direct Project construction, coordination, and support;
- b) funds expended in preparation of Project design, architectural, civil, and geotechnical services;
- c) site preparation costs;
- d) funds spent to construct the Project including but not limited to contingency amounts under any Project contractor agreement;
- e) construction management, field inspection and material testing costs; and
- f) other costs as mutually agreed upon in writing by HARD and City.

7. **Administrative Costs.** Except as otherwise provided herein, each Party shall be responsible for its own administrative costs incurred or to be incurred in connection with its role in the Park Project, including but not necessarily limited to staff time, and such costs shall not constitute Eligible Project Costs. Each Party acknowledges that by participating in design, construction, operation and maintenance of the Park Project, it will incur a significant and uncompensated investment of staff time and attorney resources.

8. **Disbursements of HARD Funds.**

- a) **Prerequisites to Disbursement of HARD Funds.** Subject to the terms and conditions of this MOU, HARD shall make each disbursement of HARD Funds to City for deposit in a separate account established by the City so that such funds shall be available for payment of Eligible Project Costs as such costs are incurred by City. City shall be responsible for the payment of funds to all Project contractors for Eligible Project Costs.

HARD Revisions: 12-04-24

b) **Disbursements of HARD Funds.** Disbursements of HARD Funds shall be made within ten (10) business days after receipt of a written disbursement request from City which shall be accompanied by:

- 1) City's Written Statement. A written statement from City certified by City's authorized representative to be true and correct, which includes all of the following:
 - (i) the amounts previously paid to each Project contractor to whom the Eligible Project Costs are owed;
 - (ii) the amounts currently requested for payment by each such Project contractor; (iii) any balances due or anticipated to become due to each such Project contractor; (iv) a brief description of the Eligible Project Costs as defined above; and (v) confirmation that the prime or general construction contractor's performance bond has been posted and has not been withdrawn, terminated or become unenforceable;
- 2) Waivers of Liens, Affidavits, and Releases of Liens. Waivers of liens, affidavits, and releases of liens with respect to the labor and materials which are the subject of the current disbursement request;
- 3) City and Project Architect Acknowledgement. An acknowledgement by City staff and the Project Architect certifying that work for which HARD Funds have been requested has been completed and materials are in place as indicated in the current disbursement request; and
- 4) Documentation of Costs. Copies of Project contractor requests for payment or reimbursement of costs and invoices and any other documentation of payments to be made to Project contractors.

9. **Completion Report.** Promptly following acceptance of the construction of the Park Improvements, City will prepare and submit to HARD a post-completion accounting of all Project costs and expenses, including all expenditures of HARD Funds and City Funds. HARD reserves the right to independently audit all Project costs and expenses and the expenditure of HARD Funds and City Funds. City agrees to cooperate in any such audit and provide access to HARD and/or its auditors of City's accounting documents and all other Project documents.

10. Construction Drawings and Construction Contract.

a) **General Requirements.** The design, materials, and location of the Park Improvements have been and shall continue to be subject to review and input by mutual agreement of City and HARD. City shall direct the Project Architect to complete the design of the Park Improvements and any additional or supplemental site plans, design documents, landscaping plans, drawings, plans and specifications (including any value engineering modifications as may be

mutually agreed upon by the Parties) and any other documentation on which Project contractors shall rely in connection with development of the Project (collectively "Construction Drawings"). The Construction Drawings shall implement and be consistent with the Conceptual Plan, unless otherwise agreed to by the Parties.

- b) **HARD Review of Construction Drawings.** City shall provide the draft drawings at one hundred percent (100%) schematic design, one hundred percent (100%) design development, and one hundred percent (100%) Construction Documents. HARD shall provide comments, if any, within ten (10) business days of receipt. City shall incorporate any changes reasonably requested by HARD into the Construction Drawings, unless such changes are inconsistent with the Conceptual Plan, this MOU, or materially increase the Project costs.
- c) **Construction Contract.** City shall contract with a prime or general contractor for the construction of the Park Improvements (the "Construction Contractor") and shall contract with such other contractors and consultants to perform work on the Park Project as identified in the Project Budget (collectively "Other Project Contractors"). City shall provide the draft construction contract and all supporting documents for the construction of the Park Improvements with the Construction Contractor (the "Construction Contract") to HARD for review and comment. HARD shall provide requested changes to City within fifteen (15) days of receipt of the draft Construction Contract from City. HARD's failure to provide requested changes within the 15-day comment period shall be deemed HARD's approval of the draft Construction Contract. City shall incorporate HARD's requested changes to the contract unless such changes are not consistent with the Conceptual Plans, the Construction Documents and/or the terms and conditions herein or materially increase the cost of the construction of the Park Improvements. City shall provide to HARD a copy of the Construction Contract entered into with the Construction Contractor.

11. **Observation During Construction.** City agrees to allow HARD's authorized representatives, agents and employees reasonable access to the Park Property to observe the construction of the Park Improvements. HARD shall provide twenty-four (24) hours prior written notice of its entrance onto the Park Property.

12. **General Construction Standards.** All work done in connection with construction of the Project shall be performed by the Construction Contractor pursuant to the Construction Contract and such amendments thereto as reviewed and agreed upon by HARD. All Project design and construction work shall be performed by licensed contractors, engineers or architects, as applicable. All such work shall be conducted in a professional fashion in accordance with Construction Drawings and in compliance with all applicable local, state and federal statutes, codes, ordinances, laws, rules, regulations and orders, including the Americans with Disabilities Act and the California Environmental Quality Act ("CEQA") and any rules, regulations or orders issued or promulgated by any

governmental agency with jurisdiction over the Project or the Park Property (collectively, "Applicable Laws").

13. Insurance Requirements. City and the Construction Contractor and Other Project Contractors (collectively for the purposes of this Section 13, "Project Contractors") shall maintain a commercial general liability policy in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit, or such other policy limit as City may approve or require in its reasonable discretion, including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis.

- a) City shall require Project architects, landscape architects, engineers and other design professionals to maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).
- b) All Project Contractors working on behalf of City shall maintain comprehensive automobile liability coverage in the amount of at least One Million Dollars (\$1,000,000.00), combined single limit including coverage for owned and non-owned vehicles.
- c) All Project Contractors shall obtain and maintain Workers' Compensation Insurance as required under State law.
- d) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The commercial general liability and comprehensive automobile policies required hereunder shall name HARD and City as an additional insured party.

14. Notice of Completion. Upon completion of construction of the Park Improvements and City's and HARD's acceptance thereof, City shall file or cause to be filed in the Official Records of Alameda County a notice of completion with respect to the subject work (the "Notice of Completion"). City shall provide HARD with a copy of the filed Notice of Completion within five (5) days filing the date of filing.

15. Guaranty and Warranty/Bonds. City shall obtain a guaranty from Project Contractors that the Park Improvements shall perform satisfactorily for a period of not less than two (2) years from and after the date City and HARD accept the Project and Park Improvements as complete. Following expiration of the warranties and guaranties (or in the absence of coverage thereunder), the costs of undertaking any repairs to or replacement of the Park Project or Park Improvements shall be governed by the terms of this MOU as set forth in Section 19, below. The Construction Contract shall require the Construction Contractor to post and maintain throughout the construction of the Project performance and payment bonds applicable to similar construction projects.

16. **Promotion and Advertising.** Each Party may engage in promoting or advertising the construction of the Park Project. Any such promotion or advertisement shall indicate that the project is jointly funded by City and HARD.
17. **Signage.** The Parties may agree to post a sign or signs on the Park Property during construction of the Project that states, among other things, that the Project is jointly funded by HARD and City. HARD's and City's logo may be affixed to the sign(s). Any such sign(s) shall be removed upon the completion of the construction of the Park Improvements. Thereafter, a sign or signs shall be posted at the Property which identifies the Park Project as "La Vista Park," states that it was jointly funded by HARD and City, includes HARD's and City's logo (of approximately the same size), and such, other information as agreed on by the Parties. The Parties shall also agree on the location of the placement of the sign(s). The cost of the construction and maintenance of the sign(s) shall be evenly shared by the Parties. Any such sign(s) may be removed upon the expiration of the Term or the earlier termination hereof.
18. **Title to Land and Improvements.** City shall retain title to the Park Property. The Park Improvements shall be owned by HARD. Upon expiration of the Term and any extension thereof, or the earlier termination hereof and upon City's payment to HARD as applicable and as provided in Section 20(c), below, HARD shall record a quitclaim deed, or similar instrument, against the Park Property thus transferring its ownership interest in the Park Improvements to City. Thereafter, HARD shall have no right, interest or control of the Park Improvements. Notwithstanding the foregoing, HARD shall have the right to use the Park Improvements and to access, occupy, use and manage the Park Property upon which they are situated during the terms set forth in this MOU.
19. **Access to Park Property and Operation of Park.**
- a) **Access to Park Property and Operation of Park.** Upon City's and HARD's acceptance of the Park Improvements and the recording of the Notice of Completion, the Park Property and Park Improvements shall be considered "after-acquired property" as defined in the Master Agreement and Lease ("Master Agreement") for Hayward Park Sites between HARD and the City, dated July 1, 2023, and shall be subject to all terms and provisions thereof, except as otherwise provided herein, as of the date the Hayward City Council designates inclusion of the Park Property and Park Improvements in the Master Agreement by resolution. HARD's right of access to the Park Property and the operation, management and maintenance of the Park Property and Park Improvements shall be for the Term hereof and any extension thereof. If the Master Agreement expires or is terminated prior to the end of the Term hereof, then the applicable terms and conditions of the Master Agreement shall remain applicable to this MOU, except as otherwise agreed to in writing by the Parties.
 - b) **Maintenance of Park Property and Park Improvements.** Consistent with the provisions of the Master Agreement, HARD shall be responsible, at its costs, for the maintenance of the Park Property and the Park Improvements in the same

manner that it maintains its other parks and park facilities pursuant to the approved Park Maintenance Standards as adopted by the HARD Board of Directors, as they may be amended from time to time. Maintenance shall include cleaning and maintaining including minor repairs, cleaning drains, and contracting for any services necessary to maintain the project area in its entirety. HARD shall be responsible for the maintenance and cleaning of all equipment, amenities and facilities within the Park Property including irrigation of all installed trees and landscaping, and open space fire abatement. HARD shall be responsible for procuring and paying for all utilities furnished to the Park Property and Park Improvements.

- c) **Capital Replacement.** Capital Replacement shall mean the repair or replacement of any Park Improvement with a cost thereof in excess of Twenty-five Thousand Dollars (\$25,000.00), increased annually at the percentage change of the CPI. For any Capital Replacement, the Parties shall meet and confer on the sharing of funding of the cost of the work, the process to retain a contractor to perform the work and the scheduling of the work so as to minimize the disruption of the use of the Park Property and the Park Improvements.

20. **Termination/Events of Default.**

- a) **Termination.** Either Party may terminate this MOU upon thirty (30) days' written notice following the other Party's failure to cure an Event of Default, as defined below. Upon any such termination, HARD shall remove all of its equipment, tools, materials, vehicles and other personal property owned by HARD from the Park Property and return any keys, fobs or other access mechanisms to City. Upon termination by City for an uncured HARD default, HARD shall record the quitclaim deed set forth in Section 18, above. Upon termination by HARD for an uncured City default, City shall make the payment to HARD as required in Section 20(c), below, if any.
- b) **Events of Default.** Failure by either Party to perform any material action or covenant required by this MOU, within the time periods provided herein following notice and expiration of the applicable cure period described below, shall constitute an "Event of Default." A Party claiming an Event of Default shall give written notice of default to the other Party specifying the Event of Default complained of. Except as otherwise expressly provided in this MOU, the other Party shall not be in default if (a) in the case of a monetary default, the defaulting Party cures the default within ten (10) days following receipt of the notice of default, or (b) in the case of a non-monetary default, the defaulting Party fully cures, corrects or remedies the default within sixty (60) days following receipt of such notice of default or, if the non-monetary default cannot be cured within thirty (30) days, the defaulting Party commences to cure the default within such thirty (30)-day period and thereafter diligently and continuously prosecutes such cure to completion.

- c) **City Default Payment.** Should City default prior to the completion of the construction of the Park Improvements and the Parties are unable to agree on amendment of this MOU to otherwise provide for the completion of the construction of the improvements and this MOU is terminated, then City shall reimburse HARD the amount of HARD Funds transferred to City prior to the City default. Upon the receipt of such reimbursement, HARD shall record the quitclaim deed set forth in Section 18, above. Should this MOU be terminated at any other time prior to the expiration of the Term for a reason other than a HARD Event of Default, then City shall pay to HARD an amount based on the percentage of years remaining in the Term at the time of the termination and the total number of years in the Term and applied to the total amount of HARD Funds used to pay costs for the construction of the Park Improvements. For instance, if HARD Funds in the amount of \$15,400,000.00 are used on Park Improvement construction costs and the termination occurs in the 15th year of the Term, then City would pay to HARD forty percent (40%) of that amount or \$6,160,000.00. Upon receipt of such payment, HARD would record the quitclaim deed set forth in Section 18, above. Such payment would not affect HARD's entitlement to reimbursement of a portion of the HARD Funds used for construction costs from future park in-lieu fees collected by City as set forth in Section 3(d), above.

21. **Indemnity for Claims.**

- a) **City Indemnity.** City shall indemnify, defend (with counsel selected by City, subject to HARD's approval, which shall not be unreasonably withheld), and hold HARD and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "Indemnitees") harmless from and against any and all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "Claims") incurred by or brought against HARD for the failure of City to comply with Applicable Laws, including, but not limited to, the Quimby Act, the procurement, retention, compensation and termination of Project Contractors or the design, construction, installation or City funding of the Park Project, except to the extent such Claim arises from the negligence or willful misconduct of HARD or from HARD's failure to meet its Project funding obligations as set forth in this MOU. The foregoing indemnity obligation shall survive the expiration of the Term and extension thereof or the earlier termination of this MOU.
- b) **HARD Indemnity.** HARD shall indemnify, defend (with counsel selected by HARD, subject to City's approval, which shall not be unreasonably withheld), and hold City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "Indemnitees") harmless from and against any and all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation

reasonable attorneys' fees and court costs) (all of the foregoing, collectively "Claims") incurred by or brought against City arising out of HARD's use, occupancy, operation, management, or maintenance of the park and improvements, except to the extent such Claim arises from the negligence or willful misconduct of City.

22. **Dispute Resolution.** If the Parties are unable to resolve any dispute arising in connection with this MOU, other than an Event of Default of either Party, the Parties agree to submit such dispute to a mutually acceptable professional mediator and to negotiate in good faith toward reaching a resolution of the dispute prior to commencement of any civil action. Each Party shall pay an equal share of the mediator's fees and expenses. Each Party shall be responsible for any other fees or costs such Party incurs in connection with participation in the mediation.
23. **Entire Agreement; Amendment.** This MOU constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. This MOU may be amended only in writing signed by authorized representatives of HARD and City.
24. **Severability.** Should any provision of any of this MOU be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions of such agreement which shall remain in force to the maximum extent possible.
25. **Interpretation.** The Parties acknowledge that each Party and its counsel have reviewed and revised this MOU and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed. The defined terms herein shall apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written."
26. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret, enforce or challenge an arbitration award as described above, shall be filed in the Superior Court of Alameda County.
27. **No Conflict of Interest.** Each Party warrants to the other that no member of the governing body of City or HARD and no other public official of such locality or localities during his/her tenure and for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project.
28. **Counterparts.** This MOU may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Signatures delivered electronically or by facsimile shall be as binding as originals upon the Parties.

29. **Further Assurances.** From and after the date of each of this MOU, the Parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to timely complete the actions contemplated by such agreement.
30. **Authorized Representatives.** Except as otherwise expressly provided in this MOU, whenever under the provisions of any of this MOU the approval of HARD or City is required, or HARD or City is required to take some action at the request of the other, such approval or request shall be given for City by the City Manager or his or her designee, and for HARD by HARD's General Manager or his or her designee, and any Party hereto shall be authorized to rely upon and such approval or request.
31. **No Assignment.** Neither Party may assign its rights or obligations under any of this Agreement without the express written consent of the other Party which may be granted or denied in its sole discretion.
32. **Authority.** Each Party represents that the signatory has the authority to bind each respective entity, and assents to each and every term contained within this MOU.
33. **No Third-Party Beneficiaries.** It is the intention of the Parties that under no circumstances are any rights created for persons or entities who are not parties to this MOU and HARD and City owe no duty to any persons or entities not parties to this MOU under a third-party beneficiary theory or under any other theory of law.
34. **Attorneys' Fees.** If either Party commences any legal action against the other party arising out of this MOU or the performance thereof, each Party in such action shall be responsible for its own litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses and attorneys' fees.
35. **No Joint Venture.** It is expressly understood and agreed that neither Party shall become as a result of this MOU a partner of the other or a joint venturer with the other Party in the conduct of such Party's business or otherwise. This MOU is not intended, and shall not be construed, to create the relationship of principal and agent, partnership, joint venture, or association as between City and HARD.
36. **Successors and Assigns.** Subject to the restrictions on assignment set forth above, all of the terms, covenants, and conditions of this MOU shall be binding upon City and HARD and their respective permitted successors and assigns.

HARD Revisions: 12-04-24

37. **Contacts.** All notices and requests hereunder by either party shall be in writing and directed to the parties as follows:

To HARD: James Wheeler, General Manager
Hayward Area Recreation and Park District
1099 E Street
Hayward, CA 94541

To the City: Dr. Ana M. Alvarez
City of Hayward
777 B Street
Hayward, CA 94541-5007

IN WITNESS HEREOF, City and HARD have executed this MOU as of the date set forth above.

HAYWARD RECREATION AND PARK DISTRICT

Dated: 1/24/2025

DocuSigned by:
By: James Wheeler
CFB556F44FB430...
James Wheeler, General Manager

CITY OF HAYWARD

Dated: 1/24/2025

Signed by:
By: Alex Ameri
85810E68250446B...
Alex Ameri, Director of Public Works

Dated: 1/29/2025

Signed by:
By: Dr. Ana M. Alvarez
7E02E047550B484...
Dr. Ana M. Alvarez, City Manager

DocuSigned by:
Attest: Miriam Lens 1/29/2025
A45DCBAC83DC4EC...
Miriam Lens, City Clerk

Approved as to form and procedure:

Signed by:
Michael Lawson 1/28/2025
FB80EC4EC3F24B7...
Michael S. Lawson, City Attorney

EXHIBIT A

Project Site Map

(Attached hereto)



MISSION BLVD

TENNYSON RD

LA VISTA PARK - Hayward, CA

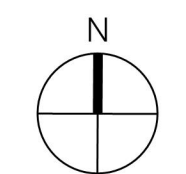
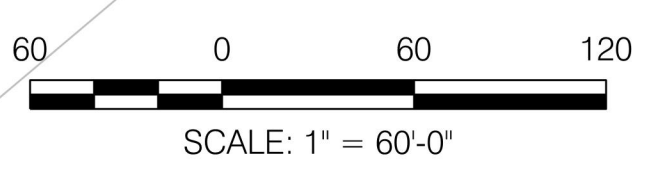


EXHIBIT B

Park Project Conceptual Plan

(Attached hereto)



AMENDMENT NO. 1 TO
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAYWARD AND HAYWARD
AREA RECREATION AND PARK DISTRICT FOR THE LA VISTA PARK PROJECT

THIS Amendment No. 1 to the Memorandum of Understanding (“MOU”), dated for convenience this 17th day of July 2025, is between the City of Hayward (“City”), a municipal corporation of the State of California, and the Hayward Area Recreation and Park District (“HARD”), a California special district, hereinafter referred to individually as a “Party” and collectively as “Parties,” and amends the MOU which was entered into on January 29, 2025, for the design, construction, funding, operation and maintenance of La Vista Park in Hayward, California.

RECITALS:

WHEREAS, by Resolution No. 24-259, on December 17, 2024, the City Council authorized and directed to the City Manager to execute a new Memorandum of Understanding with the Hayward Area Recreation and Park District for the funding, operations, and maintenance of La Vista Park; and

WHEREAS, City and HARD executed the aforementioned MOU on the 29th day of January, 2025; and

WHEREAS, after receiving and reviewing construction bids, Staff determined an additional \$6,444,000 is needed to fully fund the construction of La Vista Park including design, construction, administration, inspections, and testing costs; and

NOW, THEREFORE, City and HARD agree to the following amendments to the MOU as follows:

3. Funding of Construction of Park Project Improvements

a) **Park In-Lieu Fees.** The Parties agree that City will allocate Nineteen Million Four Hundred Forty-four Thousand Dollars (\$19,444,000.00) in accumulated park in-lieu fees (Quimby Act fees) collected by City as of the Effective Date from certain residential development projects in the communities to be served by the Park Property, including, but not limited to, the Developer Fee Contribution (“Park In-Lieu Fees”). In addition, and as further set forth in Section 3(d), below, the Parties agree that City will allocate Six Million, Seven Hundred Thousand Dollars (\$6,700,000.00) of existing and/or future park in-lieu fees collected by City from developers of residential development projects in communities to be served by the Park Property to HARD as a reimbursement of a portion of HARD’s financial contribution to the Project as described in Section 3(c), below.

e). **Summary of Total Available Funding.**

Park In-Lieu Fee Allocation	\$19,444,000.00
City of Hayward Contribution	\$5,785,000.00
City Previously Incurred Costs	\$2,140,000.00
<u>HARD Contribution</u>	<u>\$15,400,000.00</u>
Total	\$42,769,000.00

4. **Project Costs Estimate.** Based on construction bids received, City has determined the total project cost as shown below:

Construction Contract	\$32,850,547
<u>Contingency (12%)</u>	<u>\$3,942,066</u>
<i>Construction Subtotal</i>	<i>\$36,792,613</i>
Design	\$998,387
Administration	\$998,000
Geotechnical Inspection, Testing and Reporting	\$1,840,000
<u>Previously Incurred City Costs</u>	<u>\$2,140,000</u>
Total Project Cost	\$42,769,000

Except as specifically amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, City and HARD have executed this Amendment No. 1 as of the date set forth above.

HAYWARD AREA RECREATION AND PARK DISTRICT

Dated: 7/10/2025

DocuSigned by:
By: James Wheeler
CFBB586F44FB430...
James Wheeler, General Manager

CITY OF HAYWARD

Dated: 7/10/2025

Signed by:
By: Alex Ameri
85810E68250446B...
Alex Ameri, Director of Public Works

Dated: 7/16/2025

DocuSigned by:
By: Jayanti Addleman
38748498C2A6487...
Jayanti Addleman, Interim City Manager

DocuSigned by:
Attest: Miriam Lens
A45DCBAC83DC4EC...
Miriam Lens, City Clerk

Approved as to form and procedure:

Signed by:
Michael Lawson
FB80EC4EC3F2487...
Michael S. Lawson, City Attorney



**Council Infrastructure & Airport Committee,
City of Hayward**

**Capital Projects Committee,
Hayward Area Recreation & Park District**

Joint Agency Discussion of La Vista Park Project and Coordination Opportunities on Future Park Projects

February 05, 2026



La Vista Park

Construction Phase Coordination

- Design effort and financing
- Transition to construction
- Continue City and HARD collaboration
- Weekly coordination meeting with full project team
- Ongoing communication on cost, schedule, and field issues

La Vista Park

Value Engineering Overview

- Keyway construction value engineering developed with Design Team & Contractor
- Focus on maintaining approved park features, usability, and safety
- Approx. \$5.2M targeted in project savings
- Revised Construction Contract approx. \$29M

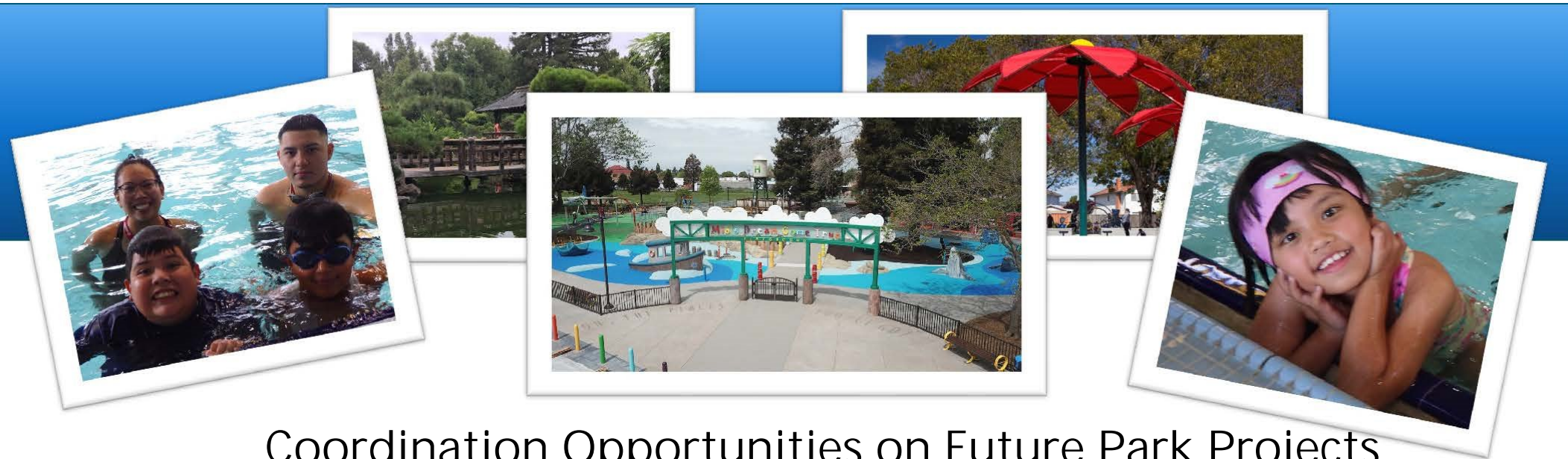
La Vista Park

Project Timeline

- Preconstruction meeting in February
- Meeting with Building Trades in February
- Anticipated start of construction mid March, 300 working days, completion estimated by Summer 2027



Questions and Discussion



Coordination Opportunities on Future Park Projects

Hayward Area Recreation & Park District
Special Council Infrastructure &
Airport Committee Meeting
February 5, 2026



Foothill Trail

H.A.R.D. Board of Directors approved the Foothill Trail Master Plan in November 2020

The master plan provides guidance to be used as part of the development and approval process for undeveloped properties, including Caltrans 238 bypass parcels

When completed, the future trail will provide a 6-mile route for travel and recreation



Foothill Trail Master Plan



Foothill Trail from A Street to Grove Way



A small portion has been constructed linking A Street to the Japanese Gardens, Hayward Area Senior Center, and Douglas Morrisson Theatre

A Habitat Conservation Fund grant has been awarded for the continuation of that trail segment to Grove Way through Caltrans PG8

Community meeting Sat Feb. 21 from 10am-noon at Hayward Area Senior Center for concept plan review



Eden Greenway

The Eden Greenway is a 2-mile linear park through a PG&E utility corridor

H.A.R.D Leases the property for recreation purposes

The northern end is anchored by the Hayward Community Garden – renovated in 2020 to provide 70 garden plots, an outdoor education area, and other support amenities



Eden Greenway



6 Pickleball Courts were added to Southgate Park in 2022

Southgate Playground was renovated in 2024

Disc golf was added to the section near Southgate Park in 2025

The paving in the section at Cypress & Harder was repaved in 2025 to help support HPN activities at that location

The play area at Berry Avenue will be renovated in 2026 as part of our Playground Renovation project

The basketball courts near Contessa & Cypress will be renovated in 2026 as part of our Basketball & Tennis Court Renovation project

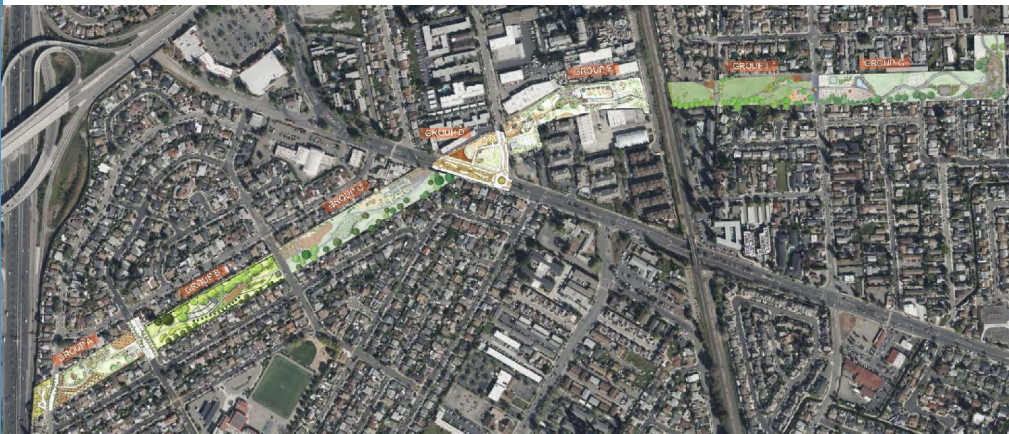


Eden Greenway

In 2024, HARD worked with landscape architectural students from CalPoly SLO to develop concept plans to activate the greenway

The project included City staff to coordinate stormwater management as part of the project goals

HARD signed a Letter of Support for the City's Caltrans Sustainable Planning Grant application for an active transportation link and the improvement of street crossings along the greenway





Questions and Discussion