

STAFF REPORT



ITEM NO. 20
CITY OF OCEANSIDE

DATE: April 4, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GRINDLINE, INC., OF SEATTLE, FOR SKATEPARK DESIGN SERVICES FOR NEIGHBORHOOD SKATEPARK PROJECTS**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Grindline, Inc., of Seattle, Washington, in an amount not to exceed \$147,000 for final skatepark design, engineering and landscape architecture services for Melba Bishop Park and Martin Luther King Jr. Park, and conceptual skatepark design, engineering and landscape architecture services for the Alex and Foussat Road site, and authorize the City Manager to execute the agreement.

BACKGROUND

The Oceanside skatepark system is unique, formally established in December of 2001 with the opening of the Temporary Downtown Skatepark. Since then the Parks & Recreation Division has built three more neighborhood skateparks expanding upon the original concept. In April of 2002, City Council approved a Skatepark Development Plan at a workshop, which outlined three neighborhood skateparks located at Joe Balderrama, John Landes and Libby Lake Parks. These skateparks were opened in June 2003.

In 2005, the Temporary Downtown Skatepark and the Joe Balderrama Park Skatepark were removed from our system. The Downtown Park, which was constructed out of wood, was demolished and the materials recycled. The Joe Balderrama Skatepark was relocated to John Landes Park and integrated into the existing skatepark.

With the removal of the Downtown Park and the Balderrama Skatepark, the Oceanside Skatepark system currently has two of the original four skateboarding facilities remaining. The loss of the two skateparks has created a gap in service within Oceanside. The Parks and Recreation Commission's FY 2005-06 Workplan has identified the placement of additional skatepark elements within current City parks as a way to close the gap in service and satisfy the need for additional skateboarding areas.

During the summer of 2006, staff, in conjunction with the Youth and the Parks and Recreation Commission's Skatepark Ad Hoc Committee, completed the community outreach meetings soliciting input on proposed skatepark sites. Based on community input, staff, with support of the Skatepark Ad Hoc Committee, made the recommendation to develop smaller skateparks at Melba Bishop Park, Martin Luther King Jr. Park and the Alex and Foussat Road site, with the goal to provide a comprehensive skatepark as part of the El Corazon development.

On November 15, 2006, City Council approved the site selection for the development of neighborhood-based skateparks at Melba Bishop, Martin Luther King Jr., and the Alex and Foussat Road site.

ANALYSIS

In accordance with the City's consultant selection policy, staff and the Skatepark Ad Hoc Committee distributed a request for qualifications (RFQ) to four qualified skatepark design firms to provide preliminary design, entitlement, final design and final engineering for the project. Through an interview and evaluation process, staff and the Skatepark Ad Hoc Committee determined Grindline Skateparks, Inc., of Seattle, Washington, to be the most qualified design firm.

Staff, the Skatepark Ad Hoc Committee and Grindline have met and conducted preliminary field surveys and have developed a preliminary program to estimate construction costs associated with the parks located at Melba Bishop and Martin Luther King Jr. Parks. Each skatepark will need approximately 5,000 to 8,000 square feet of park space to meet program and sizing requirements. Current construction costs associated with the development of concrete skateparks in the size range above are approximately \$350,000 per site. As part of the upcoming FY 2007-08 Capital Improvement Program (CIP) \$414,000 will be allocated from the unallocated 598 Park Fund balance to the Neighborhood Skatepark Project account. The additional allocation of funds will include design costs, project administration, inspection and direct construction costs for the Melba Bishop Park and Martin Luther King Jr. Park sites.

In addition, staff and Skatepark Ad Hoc Committee anticipates completion of the conceptual design of the Alex and Foussat Road site during the construction phase of the Melba Bishop and Martin Luther King Jr. Park sites. The completed conceptual design will enable staff to process the plans and receive approvals through the City's entitlement process and to pursue grant funding and corporate sponsorship opportunities for the Alex and Foussat Road site.

FISCAL IMPACT

The FY 2006-07 CIP allocation for the Neighborhood Skateparks Project (598.845650) was \$500,000 and \$85,713 was carried forward from FY 2005-06. The cost for final skatepark design, final engineering and landscape architecture services for Melba Bishop and Martin Luther King Jr. Parks and conceptual skatepark design, engineering and landscape architecture services for the Alex and Foussat Road site is in an amount not to exceed \$147,000. Therefore sufficient funds are available for this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

The Skatepark Ad Hoc Committee approved the sites for recommendation at their August 30, 2006 meeting. The Youth Commission recommended approval at their October 10, 2006 meeting. The Parks and Recreation Commission recommended approval at their October 12, 2006 meeting. On November 15, 2006, City Council approved the site selection for the development of neighborhood-based skateparks at Melba Bishop Park, Martin Luther King Jr. Park and the Alex and Fousat Road site.

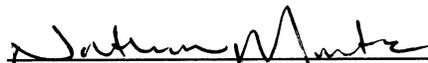
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with Grindline, Inc., of Seattle, Washington, in an amount not to exceed \$147,000 for final skatepark design, engineering and landscape architecture services for Melba Bishop Park and Martin Luther King Jr. Park, and conceptual skatepark design, engineering and landscape architecture services for the Alex and Fousat Road site, and authorize the City Manager to execute the agreement.

PREPARED BY:



Nathan R. Mertz
Management Analyst
Parks Development Coordinator

SUBMITTED BY:



Peter A. Weiss
Interim City Manager

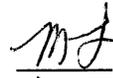
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Scott O. Smith, Acting City Engineer

Nita McKay, Financial Services Director









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CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of, _____ 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Grindline Skateparks, Inc. hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional landscape architecture and engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide landscape architecture and engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Provide all professional final skatepark design, engineering and landscape design services to complete the contract documents required for the construction of the Melba Bishop and Martin Luther King, Jr. Skatepark Projects. In addition, provide all professional conceptual and development level skatepark design, engineering and landscape design to complete the City's entitlement process for the development of the Alex and Foussat Road Skatepark site. A more detailed Scope of Service for the project, as defined by CONSULTANT (dated February 20, 2007), is attached hereto as Exhibit "A" and made a part hereto.

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- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
- 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to Nathan Mertz, Parks Development Coordinator.
 - 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
 - 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
 - 1.1.4 Design, prepare and submit to the City Engineer, plans and specifications for the construction of the project as described in Exhibit "A" the Scope of Services, and in the time and manner set forth in this Agreement.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
 - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
 - 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).

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- 1.2.4 Upon request, verify the location of existing CITY owned utilities.
- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide overall project management.
- 1.2.8 Provide coordination of all inquiries from prospective bidders during the bidding period.

2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.4. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 CONSULTANT shall prepare and deliver all surveys, reports, and plan submittals in accordance with the project schedule attached hereto as Exhibit "B".
- 2.3 CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within four weeks of the City engineer's written request.
- 2.4 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.5 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

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- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

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7.0 LIABILITY INSURANCE.

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as “additional insured” under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

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CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include reasonable costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

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renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 COMPENSATION.

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$147,000.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the City Engineer for verification of billings, within a reasonable time of the City Engineer's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City engineer.

13.4.1 Final payment shall be made to CONSULTANT upon CONSULTANT'S preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

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13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City engineer.

13.4.1 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and

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federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:
City of Oceanside
Nathan Mertz
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:
Grindline Skateparks, Inc.
Mark Hubbard
4619 14th Avenue SW
Seattle, WA 98106

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

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- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

GRINDLINE SKATEPARKS, INC.

By: Roger Mark Hubbard PRESIDENT
Name/Title

By: Cybil, Secretary
Name/Title

753041527
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, Interim City Manager

APPROVED AS TO FORM:

Robert Samuelson, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Acknowledgment of Corporation

STATE OF WASHINGTON

COUNTY OF King

On this 14th day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roger Mark Hubbard and Emily Greer Giannita, to me known to be the Company President and Company Secretary, respectively, of Grindline Design/Build Contractors the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

A.F. Bragg

Notary Public residing at Seattle

Printed Name: A.F. Bragg

My Commission Expires:
May 19, 2010

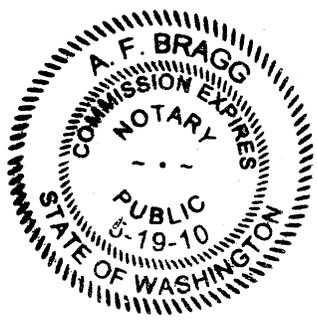




EXHIBIT A: SCOPE OF WORK AND BILLING SCHEDULE

Below please find an outline of our proposed scope and fees for the Planning, Design, and Engineering of the 3 skateparks for the Neighborhood Skatepark Project.

Our project team consists of the following:

- 1) Grindline Skateparks, Inc. (Prime Consultant)
- 2) Abbotswood Design Group (Landscape Architect)
- 3) Buccola Engineering (Civil Engineering)

Please note we have not included Environmental Engineering in our scope, as per our agreement.

The scope of services we propose is the following:

SUMMARY:

- Participate in two design development meetings with Skatepark Committee during the design development process for Alex & Foussat Road SP, Bishop Park SP, and MLK Jr. SP skateparks.
- Develop base sheets from topographic survey (provided by owner) for each of the three parks.
- Provide detailed site analysis for each of the three park sites including review of owner supplied CEQA documents.
- Prepare initial schematic design and drafting of conceptual site plans for each of the three skate parks.
- Coordinate the skate park designs with the overall site design.
- Assist in preliminary estimates of probable cost for each project.
- Incorporate the Skatepark Committee and design team review comments into Preliminary Skate Park Master Plan renderings for Alex & Foussat Road SP, Bishop Park SP, and MLK Jr. SP skate parks.
- Prepare construction documents including: drawings, details and technical specifications for Bishop Park SP, and MLK Jr. SP skate parks.
- Complete the following for Alex & Fousatt Rd. SP only: Development Plan (including Processing for approval by Planning Commission, Preliminary Hydrology Report, Storm Water Mitigation Plan, Precise Grading Plan, Erosion Control Plan, and Operation & Maintenance Plan.
- Submit a 50% owner review set of the construction documents for Bishop Park SP, and MLK Jr. SP skate parks with approval block by owner.
- Incorporate owner comments into 90% submittal of construction documents for

coordination.

- Prepare final 100% submittal of construction documents for Bishop Park SP, and MLK Jr. SP skate parks suitable for bidding by owner.
- Update estimate of probable construction costs for Bishop Park SP, and MLK Jr. SP skate parks.
- Participate in Pre Construction Mtg. on site for Bishop Park SP, and MLK Jr. SP skate parks.
- Travel, per diem, printing, mailing and all other reimbursable expenses.
All Construction Administration services are not included and will be billed at our current hourly rates plus expenses or a negotiated fee as requested by the owner.
- Attend agency and Skatepark Committee meetings.

PROJECT ELEMENTS

The elements and facilities included in the project design proposal are the following. The addition of large elements or structures that require specialty designers, such as structural engineers etc... shall be considered an additional service.

1. Park Site integration
2. Skate Parks
3. Parking Areas
4. Spectator Viewing Areas
5. ADA Accessibility and Pathways
6. Observation areas
7. Circulation paths
8. Combination Restroom / concession / storage building (by others)
9. Irrigation for all landscape areas
10. Lighting for security and/or conduit for future skate park lightings
11. Donor Recognition Areas
12. Fencing (as required)

PROJECT SCOPE OF WORK

TASK 1 PROJECT COORDINATION & PROGRAMING: \$2,000 Fixed Fee

Task 1.1 Develop site base maps from information provided by the City (detailed topographic survey at 1' contour intervals) for all three sites.

TASK 2 SCHEMATIC DESIGN: \$26,800 Fixed Fee

- Task 2.1 Create schematic of proposed elements for all three sites.
- Determine site specific elements which may affect design and analyze.
 - Review design team documents and preliminary CEPA (by others)
 - Create schematic layout and relationships between users
 - Size of specific elements and preliminary costs
 - Submit to staff and organizations for comment and review

TASK 3 PRELIMINARY SITE MASTER PLANS: \$13,400 Fixed Fee

- Task 3.1 Prepare preliminary master plans with all elements to scale for all three sites.
- Task 3.2 Prepare preliminary cost estimates.
- Task 3.3 Present conceptual Master Plan to Public, Staff and OSPA design committee.
- Task 3.4 Revise master plans and cost estimate to reflect changes.
- Task 3.5 Present Final Master Plans to City.
- 24" x 36" color master plan with vignettes
 - Birds eye view / 3D rendering of site
 - 11" x 17" reduction in color and black and white
 - Final cost estimate

TASK 4 CONSTRUCTION DRAWINGS (Final Design): \$87,900 Fixed Fee

- Task 4.1 Final design of two of three skateparks.
- Task 4.2 Prepare Construction Drawings of skatepark with submittals at 50% 90% and 100% completion.
- Task 4.3 Construction Drawings for Park and Skate Park include:
- Demolition Plan
 - Construction Plan and Details
 - Restroom Plan and Details (by others-N.I.C.)
 - Structural Engineering for gunite (Structural Engineering by others-N.I.C.)
 - Skatepark Layout Plan
 - Grading Plan
-
- Development Plan, SWMP Plan with corresponding Operation & Maintenance Plan, Precise Grading, Erosion Control Plan, for Alex & Fousatt only.
 - Irrigation Plan and Details (As-Built of existing irrigation to be provided by owner)
 - Lighting Plan and Details (Electrical Engineering by others-N.I.C.)
 - Landscape Plan and Details
- Task 4.4 Final estimate of probable cost.

TASK 5 CONSTRUCTION SPECIFICATIONS: \$4,900 Fixed Fee

- Task 5.1 Technical Specifications of project
- Task 5.2 Coordinate City Public Works Contract and General Specifications with Technical Specifications (include City provided Special Provisions).

TASK 6 BID ADMINISTRATION (estimate): \$4,200 Hourly

- Task 6.1 Provide reproducible plans and specifications (City to reproduce bid documents).
- Task 6.2 Provide RFI's and Addenda clarifications of plans and specifications during bidding.
- Task 6.3 Attend Pre-Construction meeting.

TASK 7 REIMBURSABLE EXPENSES (estimate): \$7800 Cost Plus

Task 7.1 Provide submittals as mentioned below, including all related travel, per diem, printing, mailing, long distance, and delivery expenses at cost plus 15%. Requests for additional reproductions or travel will be billed in addition to this contract.

TERMS OF COMPENSATION

Compensation for the above listed services will be billed monthly as follows:

- **Tasks 1-5** totaling **\$135,000** Fixed Fee billed at a percentage of completion.
- **Task 6** estimated at **\$4,200** hourly at actual hours worked per current hourly billing rates.
- **Task 7** estimated at **\$7,800** reimbursable expenses billed at actual cost plus 15%.

Any additional requests will be billed separately.

Current hourly rates are as follows:

Grindline Skateparks, Inc.

Principal: \$125.00

Lead Design: \$75.00

Draftsman: \$47.50

Administration: \$55.00

Abbotswood Design Group

Principal Landscape Architect: \$ 95.00

Sr. Planner \$ 80.00

Sr. Landscape Architect: \$ 80.00

Staff Planner \$ 75.00

Staff Landscape Architect: \$ 75.00

LEED Accredited Professional: \$ 70.00

Project Manager/Jr. Landscape Architect: \$ 65.00

Job Captain/LA-IT 2: \$ 60.00

Landscape Designer/LA-IT 1: \$ 55.00

Project Accountant: \$ 40.00

AutoCAD Technician/Draftsperson: \$ 45.00

Project Web Technician: \$ 35.00

Graphic Designer: \$ 35.00

Clerical: \$ 30.00

Buccola Engineering, Inc.

Office personnel: \$90.00

Field (2-man crew) \$155/hour

Field (3-man crew) \$180/hour

SUBMITTED PRODUCTS

Our Design team will submit the following materials as products and are

included in the above costs.

- 1 set of prints per submittal for staff review
- 1 color rendering of schematic and preliminary master plans 24" x36"
- 1 copy of cost estimate reports
- Compact disc of final plans (AutoCAD 2005)
- 1 set of reproducible originals of plans and specifications

REIMBURSABLE EXPENSES

All reimbursable expenses in addition to the above list will be considered additional services and billed at cost plus 15%.

MISCELLANEOUS

1. Additional work outside the boundaries of this project are not included in contract.
2. Major changes to the plans after final submittal will be considered additional services and billed per our current hourly rates.
3. All environmental studies, water auditing, permitting, geotechnical survey, soil analysis, site layout or staking are not included (N.I.C.) as a part of this scope.
4. Fees do not include services of structural, mechanical or electrical engineers for elements.
5. Permitting services and fees are not included in contract.
6. Public hearings are not included in contract.
7. Construction administration services are available upon request and billed hourly or for a negotiated fee upon request.
8. Extension of utilities to park site is not included.
9. This proposal is valid for a time period of thirty days.
10. Landscape Architects are regulated by the State of California. Any questions concerning a

Landscape Architect may be referred to:
Landscape Architects Technical Board
400 R Street, Suite 4020,
Sacramento, California 95814 (916) 445-4954

EXHIBIT B

ID	Task Name	Duration	Start	Finish	April 2007
1	Notice to Proceed	1 day	Thu 4/5/07	Thu 4/5/07	31 3 4/5
2	Design Development	34 days	Thu 4/5/07	Tue 5/22/07	
3	Develop Base sheets from Survey	8 days	Thu 4/5/07	Mon 4/16/07	
4	Provide Site Analysis for 3 Parks	7 days	Mon 4/16/07	Tue 4/24/07	
5	Develop 3 Schematic Designs	18 days	Thu 4/5/07	Mon 4/30/07	
6	Present Concepts In Oceanside (Site meeting #1)	2 days	Tue 5/1/07	Wed 5/2/07	
7	Refine 3 Concepts	15 days	Tue 5/1/07	Mon 5/21/07	
8	Submit 3 Final Design Concepts	1 day	Tue 5/22/07	Tue 5/22/07	
9	Present Final Master Plans (Site Meeting #2)	1 day	Tue 5/22/07	Tue 5/22/07	
10	Preliminary Cost Estimates for 3 Concepts	1 day	Tue 5/22/07	Tue 5/22/07	
11	Construction Documents	45 days	Wed 5/23/07	Tue 7/24/07	
12	Prepare 50% Const. Docs for Bishop & MLK Parks	17 days	Wed 5/23/07	Thu 6/14/07	
13	Prepare Planning Commission Requirements for Alex and Fousatt Park	17 days	Wed 5/23/07	Thu 6/14/07	
14	Submit 50% Const. Docs for Bishop & MLK Parks	1 day	Fri 6/15/07	Fri 6/15/07	
15	Submit Planning Commission Requirements for Alex and Fousatt Park	1 day	Fri 6/15/07	Fri 6/15/07	
16	Prepare 90% Const. Docs for Bishop & MLK Parks	10 days	Mon 6/18/07	Fri 6/29/07	
17	Submit 90% Const. Docs for Bishop & MLK Parks	1 day	Mon 7/2/07	Mon 7/2/07	
18	Prepare 100% Const. Docs for Bishop & MLK Parks	15 days	Tue 7/3/07	Mon 7/23/07	
19	Prepare Specifications for Bishop and MLK Parks	5 days	Mon 7/9/07	Fri 7/13/07	
20	Prepare Final Cost Estimates for Bishop and MLK Parks	6 days	Fri 7/13/07	Fri 7/20/07	
21	Submit 100% Const. Docs, Specifications, and Cost Estimates	1 day	Tue 7/24/07	Tue 7/24/07	
22	Construction (Bishop & MLK)	145 days	Mon 7/30/07	Fri 2/15/08	
23	Projects Bid	10 days	Mon 7/30/07	Fri 8/10/07	
24	Bids Due	1 day	Fri 8/10/07	Fri 8/10/07	
25	Contract Awarded	1 day	Fri 8/24/07	Fri 8/24/07	
26	Preconstruction Meeting	1 day	Mon 9/3/07	Mon 9/3/07	
27	Construction	120 days	Mon 9/3/07	Fri 2/15/08	

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Project: Oceanside Skateparks Design
Date: Mon 3/12/07

EXHIBIT B

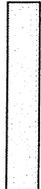
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Project: Oceanside Skateparks Design
Date: Mon 3/12/07

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

EXHIBIT B

December 2007							January 2008							February 2008																			
14	17	20	23	26	29	2	5	8	11	14	17	20	23	26	29	1	4	7	10	13	16	19	22	25	28	31	3	6	9	12	15	18	21
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<p>Task</p> <p>Split</p> <p>Progress</p>	  	<p>Milestone</p> <p>Summary</p> <p>Project Summary</p>	  	<p>External Tasks</p> <p>External Milestone</p> <p>Deadline</p>	  
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Project: Oceanside Skateparks Desigr
 Date: Mon 3/12/07