

ORDINANCE NO. 217-2025(CRR), *First Reading*

By Mayor Cuda

An Ordinance authorizing the Mayor to execute an agreement with California Skateparks for the Cain Park Skatepark Renovation Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights Parks and Recreation Department seeks to reconstruct and improve the existing skatepark at Cain Park to provide a modern, safe, and inclusive recreational facility for residents; and

WHEREAS, the City was awarded a \$390,000 grant from the Land and Water Conservation Fund (LWCF) to assist with the resurfacing of the Cain Park Tennis Courts and redevelopment of the Skatepark; and

WHEREAS, funds have been allocated for the skate park project in Account No. 240.8401.3003.0; and

WHEREAS, California Skateparks, located in Upland, California, is a nationally recognized design-build firm with over 25 years of experience and has completed more than 450 skatepark projects worldwide, including numerous municipal facilities across the United States including Lakewood, Ohio; and

WHEREAS, California Skateparks holds a current cooperative purchasing contract with Sourcwell under Contract No. 112420-CAS, which offers skatepark design and construction services to public entities nationwide at competitively bid pricing; and

WHEREAS, the proposed contract between the City and California Skateparks provides for the design and construction of the Cain Park Skatepark for an amount not to exceed Six Hundred Eighty Thousand Dollars (\$680,000.00), in accordance with the fee schedule and terms outlined in the attached agreement; and

WHEREAS, pursuant to 171.12 of the Codified Ordinances of the City of Cleveland Heights, competitive bidding is not required for purchases made through the Sourcwell Cooperative Purchasing Program and the Mayor has determined that such purchase is in the best interest of the City; and

WHEREAS, it is necessary that this Ordinance become immediately effective in order to execute the agreement and secure current pricing before anticipated cost increases for the 2026 construction season.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

ORDINANCE NO. 217-2025(CRR)

SECTION 1. This Council finds and declares that as a Home Rule Charter municipality the City of Cleveland Heights is authorized to determine the process used to select and engage a contractor, as an exercise of its powers of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution and Article II of the City's Charter, without regard to the provisions of the Ohio Revised Code.

SECTION 2. The Mayor be, and is hereby, authorized to execute a Design-Build Contract with California Skateparks for the Cain Park Skatepark Reconstruction Project, in an amount not to exceed Six Hundred and Eighty Thousand Dollars (\$680,000.00), substantially in accordance with the terms and conditions set forth in the attached agreement.

SECTION 3. Competitive bidding and other processes other than as prescribed herein, including Chapter 171 of the Codified Ordinances of the City of Cleveland Heights, are waived for and do not apply to this purchase pursuant to Section 1 hereof and Section 171.12 of the Codified Ordinances, as the contract is being awarded through the Sourcwell Cooperative Purchasing Program (Contract No. 112420-CAS), which the Mayor has determined to be in the best interest of the City and which satisfies the requirements for competitive solicitation to the satisfaction of this Council.

SECTION 4. The total cost of this contract shall be paid from Account No. 240.8401.3003.0, with partial funding provided through the Land and Water Conservation Fund grant.

SECTION 5. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 6. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents once in a newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 7. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to enter into the contract and lock in 2025 pricing before year-end; wherefore, provided it receives the affirmative vote of not less than five (5) members of this Council, it shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



GAIL L. LARSON
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: October 20, 2025

Presented to Mayor: 10/22/2025 Approved: 10/22/2025



TONY CUDA
Mayor

Cleveland Heights Skatepark Design Build Agreement

Design Build Contractor:

 **CALIFORNIA**
s k a t e p a r k s
273 N Benson Avenue
Upland, CA 91786 USA

Owner:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
United States of America





CONTRACT AGREEMENT

This Agreement ("Contract") is made this August 20, 2025, between California Skateparks (CSP) (Contractor) and the City of Cleveland Heights, (Client). The work described in Section 1 below shall be performed in accordance with the plans, specifications and other Contract Documents attached to or incorporated into the prime contract for the project known as: **Cleveland Heights Skatepark**.

California Skateparks 273 N Benson Ave, Upland, CA 91786 California Class A License # 962150 Sourcewell Contract # 112420-CAS Contact: Zach Wormhoudt Email: zach@californiaskateparks.com Phone: 831-334-4022	City of Cleveland Heights 40 Severance Circle Cleveland Heights, OH 44118 United States of America Sourcewell Member ID: 87666 Contact: Andres Gonzalez Email: AGonzalez@clevelandheights.gov Phone: 216-691-7373
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Section 1. Scope of Work: All Design-Build services to be performed hereunder shall be performed pursuant to the fee schedule and the scope of work attached hereto as Attachment A and B, respectively. California Skateparks agrees to furnish all labor, materials, equipment and other facilities required to complete the following work: **Design and Build of a new permanent concrete skatepark structure in Cleveland Heights, Ohio.**

Section 2. Pricing and Payment: The Client agrees to pay California Skateparks for the strict performance of the work, a not to exceed sum of \$680,000.00 (SIX HUNDRED EIGHTY THOUSAND THREE HUNDRED DOLLARS), subject to adjustments for changes in the work as may be agreed to in writing by the Client and California Skateparks. See "Attachment A" for Fee Schedule Breakdown.

Payment shall be made as follows: Client agrees to make progress payments for all work completed as described in Attachment A. Payments will be due upon receipt of invoice. Final payment to California Skateparks shall be made after completion of the work described in this Contract and upon receipt of the final invoice by California Skateparks. By making final payment, Client confirms all work is completed to his or her satisfaction and in accordance with this Contract.

Section 3. Entire Agreement: This Contract represents the entire Agreement between California Skateparks and Client regarding the work described in Section 1 and supersedes any prior written or oral representations as to that work.

Section 4. Time: Time is of the essence for this Contract. California Skateparks shall provide Client with a progress and completion schedule and shall conform to that schedule including any changes to the schedule agreed upon by the Client and California Skateparks or required by circumstances beyond the control of California Skateparks.

Section 5. Delay: In the event that California Skateparks' work is delayed for reasons beyond reasonable control including weather and acts of the Client, California Skateparks sole remedy shall be an extension of time equal to the period of delay.

Section 6. A. Changes in Work: The work shall be subject to changes or additions, deletions or revisions by the Client. California Skateparks will be notified by receipt of written additions and/or revised drawings, specifications, exhibits and written orders.

Whenever an adjustment in the Contract price or Contract time is required because of Client's request, differing site conditions, or other circumstances beyond the control of California Skateparks (including lack of worksite access, unusual-weather, fires, floods, strikes, acts of god, natural disasters, or acts of third parties), California Skateparks



shall submit to the Client, within a reasonable time, a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract time. Costs to remobilize as a result of the abovementioned delay types shall be \$6,000 for delays less than two-months. Delays exceeding two-months in duration shall be subject to a \$14,000 remobilization fee.

Adjustments in the pricing shall be in accordance with the pricing structure of this Contract. However, to the extent that such pricing is not applicable, cost of change or the amount of the adjustment shall be determined on the basis of the cost of California Skateparks plus reasonable amounts for overhead and profit. California Skateparks shall not perform changes in the work or provide additional work until the Client has approved, in writing, the changes to the Contract Scope of Work, price and the contract time.

Section 6. B. Differing Site Conditions: California Skateparks shall promptly, and before the following conditions are disturbed, notify the Client, in writing of any:

- a) Material that the California Skateparks believes may be material that is hazardous waste, or toxic pollutant or other substance, the handling of which may subject the public and or other contractors to a health risk or expose California Skateparks to legal liability.
- b) Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
- c) Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Client shall promptly investigate. If the Client finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Client shall cause a decrease or increase in California Skateparks cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the Contract.

Section 7. Suspension of Work: If any non-disputed payment is not made to the California Skateparks as required under this Contract, California Skateparks may suspend work until such payment is made. California Skateparks may also suspend work under this Contract if a dispute over payment for extra work, different site conditions, changes by Client or other circumstances beyond California Skateparks control cannot be resolved via written correspondence in a duration of two-weeks or less from the initial documentation of the matter from California Skateparks to the Client. California Skateparks may request that Client provide written proof of Client's ability to pay California Skateparks for the work remaining to be performed by California Skateparks at any time prior to or during performance of this Contract. Failure of Client to provide such proof shall be justification for California Skateparks suspension of work under this Contract. Any suspension of work under this Contract will also suspend the progress and completion dates set forth in **Section 4**.

Section 8. Inspection and Protection of Work: California Skateparks shall make the work accessible at all reasonable times for inspection by the Client. California Skateparks shall, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the work and give prompt notice of any defect herein. California Skateparks assumes full responsibility to protect the work done hereunder until final acceptance by the Client.

Section 9. Site Access and Rights of Way: The Client shall provide, no later than the date when needed by California Skateparks, all necessary access to the lands upon which the work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for the use by California Skateparks. Client shall continue to provide such access until completion of the Contract. Any failure to provide such access shall entitle California Skateparks to an equitable adjustment in the Contract price and the Contract time.

Section 10. Permits, Licenses and Regulations: Permits and licenses of a temporary nature necessary for the execution of the work shall be obtained and paid for by the Client. Permits and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Client. California Skateparks shall give



all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work. If California Skateparks observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinance, rules and regulations, the Client shall promptly be notified and, if necessary, an adjustment made to the Contract time and Contract price to be paid to California Skateparks by the Client.

Section 11. Termination: Client reserves the right, at any time and for any reason, to terminate California Skateparks service, upon notice in writing to California Skateparks. In the event of termination, California Skateparks shall recover the actual costs of work completed to the date of termination, in approved units of work or percentage of completion.

Section 12. Indemnification: To the fullest extent permitted by law, California Skateparks shall defend indemnify and hold harmless Client against claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with California Skateparks operations performed under this Contract. This indemnification shall extend to claims occurring after this agreement is terminated as well as while it is in force.

Section 13. Warranty: California Skateparks warrants to Client that all materials and equipment furnished shall be new unless otherwise specified in this Contract and that all work under this Contract will be performed in a good workmanlike manner, shall be of good quality free from faults and defects, and in accordance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and authorized shall be considered defective. The warranty provided shall be in addition to and not in limitation of any warranty or remedy required by law or by the Contract Documents. Warranty period expires one (1) year after Client takes beneficial occupancy.

Section 15. Project Assumptions: The following assumptions shall apply to the proposed scope of work and submitted fees:

1. All written documents will be generated using Microsoft Word, Version 2020.
2. All spreadsheet documents will be generated using Microsoft Excel, Version 2020.
3. All CAD files will be presented in DWG format.
4. The Client will provide California Skateparks with a current Topographic Survey and Geotechnical Investigation of the project site.
5. Additional meetings, if required and approved, will be billed at California Skateparks' normal hourly rates.
6. Additional plan sets, if required and approved, will be billed at California Skateparks' normal in-house, or out-of-house duplication rates.

Section 16. Project Conditions: Client Approvals. A written request by the Client to commence each task constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.

Section 17. Fees and Expenses: All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment A and incorporated herein by this reference. Invoices will be emailed from California Skateparks office. All expenses, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by California Skateparks on behalf of Client shall be paid for by the California Skateparks. The parties understand and agree that California Skateparks acts as the Designer-Builder and not as a general partner, joint venture or limited partner.

Section 18. Contract Provisions: The compensation due to California Skateparks for the work to be performed hereunder shall be set forth in Fees and Expenses 17, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall subject to a change order and be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Any changes, additions, or modifications to the scope of work shall be authorized by written change request; Client accepts that signing this form shall be construed as authorization by the Client for California Skateparks to proceed with the work.

1. All fees, commissions, product charges and expenses billed shall be due upon receipt. Interest on unpaid or late bills shall accrue at 1-3/4 percent interest per month (21.0% A.P.R.).



2. In the event any non-disputed sum is not timely paid. Client agrees that all statements not objected to in writing within fifteen (15) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of California Skateparks performance and the value of the services provided to Client.
3. Services in addition to those specified in the Scope of Work will be provided by California Skateparks, if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or other such document as deemed appropriate by Client and California Skateparks, and which makes reference to compensation.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected; California Skateparks should be listed as the Skate Park Designer-BUILDER. In addition, this Contract represents non-exclusive approval by the Client for publication of the project by California Skateparks.
5. The Client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, provided California Skateparks is not in default under this Contract, except by agreement in writing with appropriate compensation.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates California Skateparks to safe keep or provide documents to Client, California Skateparks shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by California Skateparks unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of California Skateparks.
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to California Skateparks to suspend activity on the project, California Skateparks shall be compensated for all services performed as of the date of such suspension or abandonment together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Contract between Client and California Skateparks shall be re-negotiated prior to resumption of work by California Skateparks for purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty-(60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Contract, after ten (10) days' notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay any non-disputed sums due under Paragraph 1, above, for a period of ninety (90) days shall be deemed justifiable grounds for declaration of default. Moreover, California Skateparks failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default.
10. Laws of the State of Oregon shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either Client or California Skateparks may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
11. In the event legal action is brought by the Client or California Skateparks against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for reasonable attorney's fees, costs and expenses as may be set by the court.
12. California Skateparks shall, at its expense, procure and maintain insurance and bonding as listed herein:
 - a. Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.
 - b. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor with policy limits of not less than One Million Dollars (\$ 1,000,000) combined single limit for bodily injury,



death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- c. Workers' Compensation at statutory limits.
 - d. Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.
 - e. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.
 - f. Umbrella policy of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.
 - g. To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
 - h. The Contractor shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section.
 - i. California Skateparks shall furnish a performance bond and a payment bond, each in an amount equal to the full Contract price of \$680,000.00, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date of final payment becomes due or until completion of any correction, whichever is later, except as provided by law or regulation.
13. This Contract shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
14. This Contract supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Section 19. Project Duration:

Design Duration: 12 – 16 weeks from date of notice to proceed.

Construction Duration: 12 – 16 weeks from date of mobilization (excluding weather delays)

Dated: August 29, 2025

Dated: _____

Contractor: CALIFORNIA SKATEPARKS

Client: City of Cleveland Heights

By: Joseph M. Ciaglia, Jr.
President

By: _____
Client Signature

Address: 273 N. Benson Ave, Upland ,CA 91786

ATTACHMENT A

PROJECT FEES:

Fees for the Design-Build services detailed in the fee schedule (Attachment A) shall be paid hereunder pursuant to the proposed scope of work (Attachment B) outlined below. The fees are lump sum not-to-exceed amounts.

Schedule of Work and Not To Exceed (NTE) Fees

SCOPE OF WORK ITEMS		FEE
<u>Design Phase</u> <ul style="list-style-type: none"> • Project Initiation • 2 Public Engagement Meetings • Concept Design • Design Refinement • Construction Documentation • Permitting Assistance 	Design Phase Fee	\$53,463.44
<u>Construction Phase</u> <ul style="list-style-type: none"> • General Conditions • Mobilization • Demolition • Skatepark Grading • Skatepark Drainage • Skatepark Structure Elements • Retaining Walls • Skatepark Metal Work • Skatepark Painting and Staining 	Construction Phase Fee	\$677,419.35
	Total Fee	\$731,182.79
	7% Discount	\$51,182.79
	Total Contracted Fee	\$680,000.00 (\$50,000 Design) (\$630,000 Construction)

Payments to be executed monthly as milestones and percentage completed with a NET 30 payment term.

HOURLY RATE SCHEDULE

Principal	\$215.00
Landscape Architect	\$200.00
Project Manager	\$180.00
Lead Designer	\$135.00
Associate Designer	\$130.00
Draftsperson	\$115.00
Estimator	\$110.00
Admin	\$80.00

EXAMPLE OF DIRECT COSTS ARE AS FOLLOWS

- Flights (based on coach fare rates domestic/ Business Class International)
- Car Rental (based on economy car rate)
- Accommodations (not to exceed \$200/night)
- Mileage (paid at \$0.59/mi)
- Meals (\$70.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)



- Tolls
- Printing/Duplicating/Plotting/Blueprinting

DIRECT COSTS

Blueprinting, reproduction, messenger service and all other direct expenses will be charged as an additional cost plus fifteen-percent (15%).



ATTACHMENT B

SCOPE OF WORK:

PHASE 1 – DESIGN INITIATION AND ASSESSMENT

1.0 Kick-Off Meeting

To initiate the design coordination process, California Skateparks will participate in a project Kick-Off Zoom Meeting with City of Cleveland Heights Staff, the Principal Design Team and all relevant project stakeholders. The meeting will provide a key opportunity to specifically discuss details of the skatepark, design intent, public outreach process, project schedule, project budget, benchmarks, issues or concerns, design considerations, etc. California Skateparks will obtain from the City of Cleveland Heights all relevant available base data, including the following:

- Topographic Survey
- Geotechnical Report (for design reference)
- Project Master Plan Files or As-Built Documents

Deliverables: Prepare for and participate in one (1) Kick-Off Zoom Meeting

1.1 Project Programing

Collaborating with the City Staff, California Skateparks will develop the general skatepark footprint configuration, size, connection/access points, supporting site improvements, etc., while complying with all site opportunity and constraint factors as established by the Design Team, City of Cleveland Heights and Utility providers, etc.

Deliverables: Programing Summary and Skatepark Boundary Draft Layout.

PHASE 2 – CONCEPT DESIGN AND PUBLIC ENGAGEMENT

2.0 Stakeholder Online Design Survey (Remote)

California Skateparks will prepare a Stakeholder Online Design Survey to introduce the project to the public and solicit top level design input. California Skateparks will coordinate with the City of Cleveland Heights and interested stakeholders to refine the survey content and determine the duration the survey will be available to the public and the locations where the survey will be posted for public access. At the conclusion of the survey, California Skateparks will provide the City of Cleveland Heights and interested stakeholders with analytics of the survey input. The outcome of the Online Design Survey will help guide the development of the Preliminary Concept Plans.

Deliverables: One (1) Online Design Survey and resulting analytics.

2.1 Public Design Workshops (In-Person & Virtual)

California Skateparks Staff will prepare for and conduct two (2) public meetings City of Cleveland Heights Staff to develop the Preliminary Concept Design to the various project stakeholders that will contain a mix of street, transition, and vert style elements while providing opportunities for all user typers, ages, and abilities. Meeting 2 will re-introduce the project to the public, review the input previously obtained via the online survey, and engage the public in the design process. During Meeting 2, the public will be shown the Preliminary Conceptual Design for feedback.

Deliverables: Two (2) Public Meeting and Presentation, Preliminary Conceptual Design

DESIGN PHASE TASK 2.2 – Design Refinement

2.3 Refined Skatepark Concept Plan

Building on the public design input previously gathered and City Staff direction, California Skateparks will develop the Refined Skatepark Concept Plan. The Refined Concept Plan will illustrate the major Skatepark components and how they relate to each other and the site. The Refined Concept Plan will be a 3D Layout of the Skatepark with all features and terrain of the Skatepark called out. The Plan will be submitted to City Staff for review and comment.

Deliverables: One (1) Refined Skatepark Concept Plan, One (1) Online meeting.

2.4 Final Skatepark Plan

Based on comments and direction from City Staff, California Skateparks will prepare a Final Skatepark Plan. The Final Skatepark Plan will illustrate the major Skatepark components and how they relate to each other, and the site. The Plan will be submitted City Staff for review and comment. As part of the Final Plan, a Cost Estimate for the Skatepark will also be presented.

Deliverables: One (1) Final Skatepark Plan and One (1) Cost Estimate

DESIGN PHASE TASK 3 - CONSTRUCTION DOCUMENTATION AND PERMITTING

3.0 Construction Document Package Contents

California Skateparks will prepare Construction Documents for the Skatepark improvements for submittal to City Staff at 60% and 100% complete levels.

Horizontal Control Plans

California Skateparks will prepare horizontal control plans, at an appropriate scale for the approved design. The plans will establish all horizontal control for the Skatepark terrain. The plans will also establish construction layout control points and establish a coordinate system for locating the various Skatepark features.

Grading and Drainage Plans

California Skateparks will prepare grading plans, at an appropriate scale, for the construction and drainage of water from the Skatepark. California Skateparks will coordinate with City Staff and the Design Team for all grading work and protocols.

Construction Details

As a companion to the construction plans, California Skateparks will prepare details for all of the construction items illustrated on the construction plans. The details will specify materials and all of the necessary information to construct the various Skatepark design elements.

Deliverables: Plans and Technical Specifications submitted at 60% and 100% complete levels.

3.1 Permitting Assistance

California Skateparks will coordinate closely with the client governing authorities to respond to comments, expedite approvals, and ensure compliance with all codes and regulations to keep project on schedule.

PHASE 4 - CONSTRUCTION

- 4.1** Off-Site Construction Mobilization
- 4.2** On-Site Construction Mobilization
- 4.3** Demolition of current park and asphalt
- 4.4** Skatepark Drainage System Install
- 4.5** Skatepark Structure Retaining Walls
- 4.6** Skatepark Rough Grading
- 4.7** Skatepark Interior Walls and Steps
- 4.8** Skatepark Ornamental Metals (Fabrication & Installation)
- 4.9** Skatepark Fine Grading
- 4.10** Skatepark Form Work
- 4.11** Skatepark Rebar
- 4.12** Skatepark Shotcrete
- 4.13** Skatepark Concrete Flatwork
- 4.14** Skatepark Detailing and Painting
- 4.15** Demobilization

PROJECT EXCLUSIONS

Below is a list of items that are specifically excluded from California Skateparks' Scope of Work:

- Stormwater Treatment Plans.
- Site Improvements beyond those directly supporting the skatepark structure.
- Repairing damaged improvements resulting from vandalism, acts of god / nature.
- Dewatering Operations.
- Site Security and Construction Fencing.
- Permitting fees, Deputy Inspection fees, materials testing.
- Relocation of high-pressure gas lines, fiber optic cable, sewer, water mains, etc.
- Removal of Hazardous materials, soil or water investigation or remediation.
- Over-excavation and adverse soil mitigation.
- Tennis Court Resurfacing
- Landscaping or Sod placement
- Site amenities including but not limited to benches, bike racks, shade sails, water fountains, etc
- Prevailing wages
- Lighting and conduit work

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2020.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2020.
- All project scheduling will be generated using Microsoft Project 2020.
- All drawings will be reviewed and stamped by necessary discipline retained by CSP.
- Data collected and methods shall at a minimum be as follows:
- Plan Processing Requirements – The Client shall outline to California Skateparks the process required for the ultimate approval of the plans, specifications. The Client shall provide California Skateparks with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist California Skateparks in the submittal and approval process during the entire duration of the project.
- Gather existing reports/studies/record drawings – The Client shall provide California Skateparks copies of the park Master Plan, Site Survey and project specific Geotechnical Report.



- The anticipated size of the skatepark is based on direction provided during the onsite meeting with City Staff on August 11, 2025, and reflects the current allocated budget.
- The base bid includes an 8,000–9,000 square foot street course. If additional funds become available, the skatepark footprint can be expanded.
- The proposed bowl will be designed at an intermediate skill level and is currently identified as an additive alternate. It may be incorporated following contract award if additional funding is secured.
- Exact size, shape, and location of the new skatepark will be determined and developed through community input and the design process.
- Existing asphalt is generally suitable for milling/reuse as base. Unsuitable or contaminated materials are not anticipated.
- No hazardous materials are present onsite.
- Existing utilities/POCs are available within reasonable proximity and capacity.
- Work performed under standard weekday hours; no extraordinary phasing restrictions

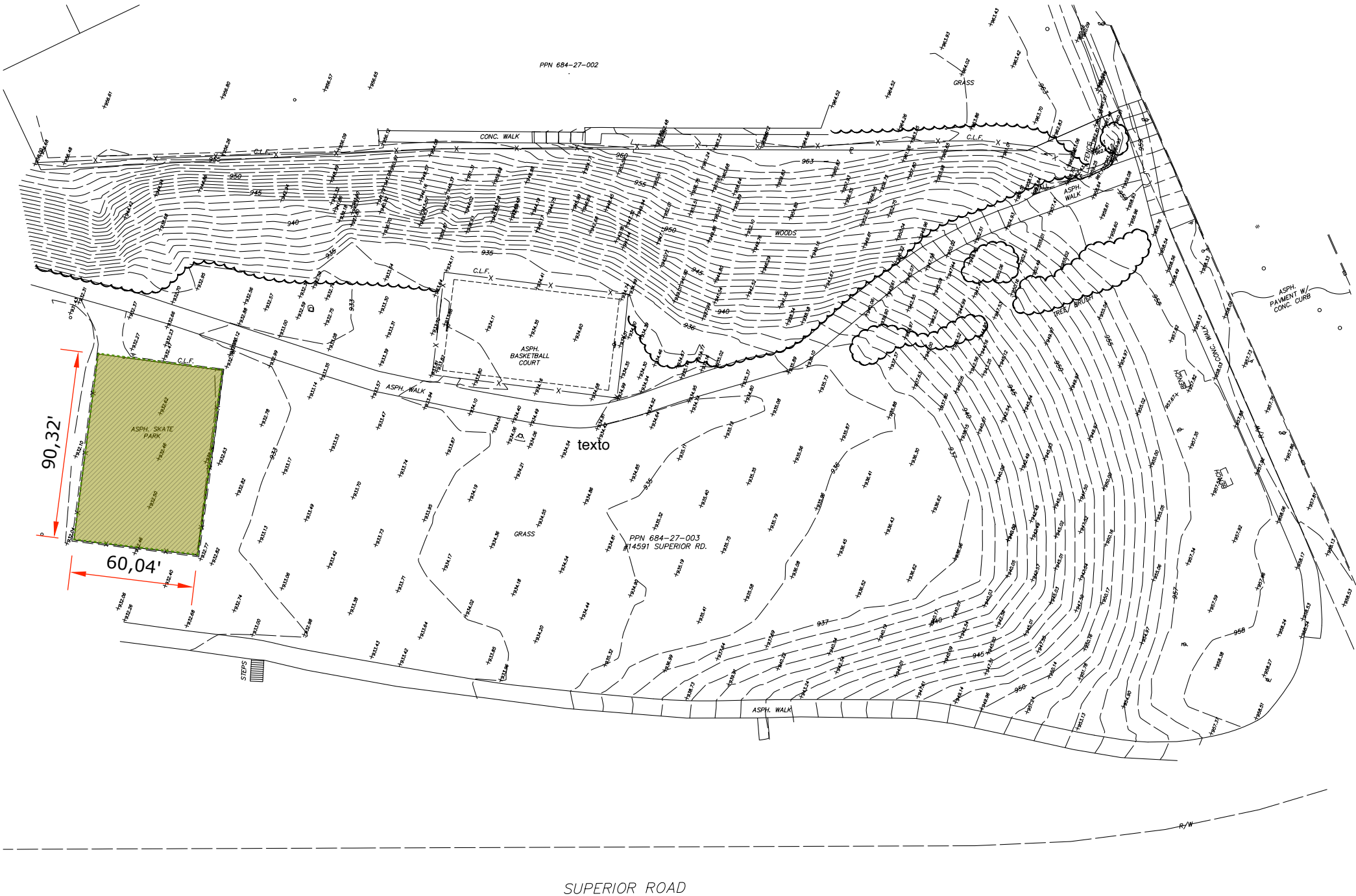
PROJECT CONDITIONS

- Client Approvals - A written request by the Client to commence each phase constitutes approval of prior design. No change orders will be approved during the design process. After the plans have been 100% approved and construction commenced will the Client entertain a request for Change Order. If changes need to be made due to an error or omissions in the plans by California Skateparks, the Client will not be responsible for that change.
- Site Services – Client to provide California Skateparks with site power and water services for the duration of the skatepark construction.

TOTAL SKATEPARK AREA

TOTAL =5415 SF

TOTAL ROUNDED TO THE NEAREST 5TH UP



CONCEPTUAL SITE PLAN



- The anticipated size of the skatepark is based on direction provided during the onsite meeting with City Staff on August 11, 2025, and reflects the current allocated budget.
- The base bid includes an 8,000–9,000 square foot street course. If additional funds become available, the skatepark footprint can be expanded.
- The proposed bowl will be designed at an intermediate skill level and is currently identified as an additive alternate. It may be incorporated following contract award if additional funding is secured.
- Exact size, shape, and location of the new skatepark will be determined and developed through community input and the design process.

