

STATE OF TEXAS §

COUNTY OF BRAZOS §

**DESIGN/BUILD AGREEMENT BETWEEN CITY OF BRYAN, TEXAS
AND GRINDLINE SKATEPARKS, INC.**

THIS DESIGN-BUILD AGREEMENT (“Agreement”) is made and entered into effective as of the 29 day of May, 2014, and between THE CITY OF BRYAN, TEXAS (“City”) a Texas home-rule municipal corporation, and GRINDLINE SKATEPARKS, INC. (“Contractor”) a Washington corporation duly authorized to do business within the State of Texas.

WHEREAS, the City owns various real properties, with some improvements situated thereon, located at various locations throughout the City, which are being considered for improvement under this Agreement into two or more skate parks (“Property”); and

WHEREAS, the City desires to have certain improvements constructed on the Property, including the design and creation of a concrete skateboard area to include a concrete bowl and/or street style elements (“Improvements”), such Improvements to be constructed in accordance with the Plans and Specifications hereinafter described; and

WHEREAS, the City issued a Request for Qualifications Number 14-024 for the design and construction of the skate parks, a copy of which is attached to hereto as **Exhibit A** and incorporated herein by reference for all purposes, and Contractor submitted a statement of qualifications, which is attached hereto as **Exhibit B** and incorporated herein by reference for all purposes; and

WHEREAS, Contractor desires to serve as the original or general contractor for the aforementioned construction project (“Project”) for purposes of furnishing the necessary labor and materials to be utilized in the construction of such Improvements (“Work”) as more specifically detailed in the scope of work and budget, which is shown in **Exhibit B**; and

WHEREAS, Contractor desires, subject to and in accordance with the terms and provisions of this Agreement, to supervise the construction of the Project and to purchase the materials and furnish the equipment necessary to timely complete the Project.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Contractor hereby agree as follows:

1. **Conceptual Design and Development**. Contractor will prepare a draft master plan for the Project which it agrees to promptly revise to the satisfaction of the City with input from the public at meetings to be held in conjunction with conceptual design and development. The draft master plan will include site analysis, preparation of a base plan, preparation of illustrative drawings and computer renderings thereof, a preliminary cost estimate and a final conceptual design (collectively, the “Design Drawings”). The City shall pay Contractor the sum of \$65,200.00 upon Contractor’s completion of such revisions, as agreed to by the parties.

2. **Plans and Specifications**. Promptly upon acceptance and approval of the Design Drawings in writing by the City, Contractor shall prepare all construction documents for the Project, including a layout plan, a drainage plan, construction details, testing requirements for materials, and such other plans or specifications as may be required for the Project, consistent with the Design Drawings (collectively, the

“Plans and Specifications”). Contractor shall engage a geotechnical engineer to perform geotechnical testing of the site and to give recommendations for the Project. Upon acceptance and approval of the Plans and Specifications in writing by the City, the City shall pay Contractor the sum of \$37,875.00 therefore. This Agreement, the exhibits attached hereto, the Plans and Specifications, the Budget and such other written instruments or documents, if any, approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project are sometimes hereinafter referred to collectively as the “Contract Documents”.

3. Subcontractors. All portions of the Work not performed directly by Contractor or Contractor’s employees shall be performed under subcontracts that shall be subject to, and will conform to the requirements of the Contract Documents. Promptly after acceptance and approval of the Plans and Specifications by the City, Contractor shall furnish to the City a written list identifying all subcontractors Contractor proposes to use for the Work to be performed hereunder, if any. Contractor shall assume the obligation to pay for and control the work performed by subcontractors, if any. All agreements with subcontractor shall include a provision allowing the City to assume the rights and responsibilities of Contractor, in the event of a breach by Contractor and termination of this Agreement by the City.

4. Construction Work. Contractor shall, in a good and workmanlike manner and in accordance with this Agreement, prosecute and perform the Work necessary to construct the Improvements described in and reflected on the Plans and Specifications. Contractor understands and acknowledges that the City is entering into this Agreement in reliance upon Contractor’s special skill and abilities in performing the Work hereunder. Contractor has visited the Project site and immediately adjacent areas and has become familiar with the local conditions under which the Work is to be performed. Contractor shall supervise and direct the Work to be performed in connection with the construction of the Improvements upon the Property and the completion of the Project using Contractor’s best efforts, skill, judgment, abilities and attention, and Contractor shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures, and for coordinating and implementing all portions of the Work to be performed under this Agreement. Contractor shall continuously prosecute the work with such diligence as will enable him to complete the work within the time limit specified. The beginning, sequence, and prosecuting of the work shall be governed by the contract documents and Contractor shall conduct his operations so as to impose a minimum interference to the public. Contractor shall be required to attend construction progress meetings as scheduled by the City’s Representative throughout the construction of this project. Before the beginning of each progress meeting, Contractor shall submit to the City’s Representative a detailed construction and sequence schedule for review. Contractor will cooperate with the City and any of the City’s employees or other contractors or laborers whose work might interfere with the Work to be performed by Contractor hereunder. Contractor shall, as requested by the City, participate in the preparation of coordinated plans and schedules to alleviate any such interference or congestion. Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation, storage and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Project. Contractor shall at all times enforce strict discipline and good order among Contractor’s employees and shall not employ on the Project any unfit person or anyone not skilled in the task assigned them. Contractor will clean up and haul away all debris resulting from the performance of the Work hereunder and will at all times keep and leave the Project in as clean and orderly condition as the circumstances will permit. Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to prevent effectively the creation of a nuisance about the work on any property either public or private. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by Contractor in such manner and at such points as will be approved by the City’s Representative, and their use shall be strictly enforced by Contractor. All sanitary laws and

regulations of the State of Texas and the City shall be strictly complied with. All materials, equipment, furnishings and fixtures incorporated in the Work will be new unless otherwise specified, and all Work to be performed hereunder will be of a good quality, free from faults and defects, and in conformance with the provisions of this Agreement, the Plans and Specifications and any other written instrument or document approved by the City and Contractor in writing and relating to the performance and prosecution of the Work in connection with the Project.

5. City to Provide Utilities for the Work. The City will provide necessary water and sewer taps and the City will provide necessary electric service to the edge of the Property, however Contractor must pay applicable tap fees. Where Contractor desires to use City water or electricity in connection with any construction work, Contractor shall make complete and satisfactory arrangements with the City for so doing, including being responsible for getting service to the Project site from the edge of the Property and paying costs of service. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance, or where no ordinance applies, payment shall be based on estimates provided by the City. Electrical service may be obtained from the City through its municipally owned utility, Bryan Texas Utilities (“BTU”) in accordance with the regular established rate.

6. Adequate Safety Precautions. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its obligations pursuant to this Agreement. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, (a) employees at the Project and other persons who may be affected thereby, (b) the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, and (c) all other property at the Project site or adjacent thereto, including but not limited to trees, shrubs, walkways, pavement, driveways, streets, and utilities except where designated for removal, relocation, or replacement during the course of construction. Contractor shall erect and maintain, as may be dictated by the conditions surrounding the performance of the Work, reasonable safeguards for the safety and protection of all persons and property, including, without limitation, posting danger signs and warnings against potential hazards, promulgating safety regulations, and installing and maintaining safety and silt fencing around the perimeter of the Project site, if necessary. If and to the extent any hazardous materials or equipment or other unusual methods become necessary for the execution of the Work, Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel. Contractor shall be responsible for regulating access to the Project site, and for excluding guests, employees, and the public from the Project site during the period when the Work is being performed, provided that City shall cooperate with such efforts. Contractor shall exercise caution while working at a location where proposed construction crosses or comes into proximity with an underground telephone cables or wires, gas line, waterline, sewer line or any other utility line. EXTREME CAUTION shall be taken when working around petroleum pipeline or high pressure gas lines. It shall be Contractor's responsibility to contact the utility at least two (2) working days (excluding Saturday, Sunday and Holidays) prior to construction and obtain exact location of all underground utility lines and appurtenances where possibility of a conflict exists. Contractor shall coordinate with BTU for support with existing power poles, relocation of guy wires, and overhead lines. Unnecessary damage to utilities or appurtenances within and outside the limits of construction shall be repaired at Contractor's expense. It is Contractor's responsibility to notify and coordinate any repair of utilities required for the proper construction of the Work, including utilities owned by the City. If City assistance is required for the repair, Contractor must give advanced notice so that a work order can be issued from the specific department.

7. Stormwater Pollution Prevention. Contractor shall comply with the Texas Commission on Environmental Quality (“TCEQ”) Construction General Permit No. TXR 150000 and maintain appropriate storm water pollution prevention documentation on site. Contractor shall take precaution to

prevent the deposition of mud from the construction site onto adjoining property, roads, streets, sidewalks, and alleys during construction. Public rights of way must remain in a clean and usable condition. Contractor is responsible for providing erosion control measures, including but not limited to silt fences and storm sewer inlet protections, during all phases of construction. Contractor shall place plastic, wood, or another barrier between spoils and paved areas to prevent embedding into the pavement. Contractor is responsible for maintaining sedimentation control measures to prevent removal of sediment and mud from the Project by wind or water, during all phases of construction. No payment shall be made for these measures, as the costs are subsidiary to various bid items.

8. Commencement and Completion of Work. Contractor shall commence the construction portion of Work promptly upon receiving a Notice to Proceed from the City, which notice shall be given only upon the City's approval of the Plans and Specifications, it being understood that the City shall not unreasonably withhold the Notice to Proceed. At Contractor's sole risk, Contractor may commence preparing for the Work at the Property prior to receiving the Notice to Proceed, subject to the terms of this Agreement, provided that no such Work preparation shall occur at the Property prior to receiving the Notice to Proceed, unless pursuant to written instructions from the City to Contractor. Contractor will obtain any required permits and licenses prior to commencement of construction, with City's reasonable assistance, if requested. The City agrees to waive any fees customarily charged for permits and licenses issued by the City, not including water/sewer tap fees or charges related to utility service. Contractor will, from and after the date on which construction commences, diligently and continuously perform and prosecute the Work to its completion in accordance with the Contract Documents, and shall use its best efforts to achieve Substantial Completion of the entire Project within 214 calendar days after the effective date of this Agreement (such date of required completion being referred to herein as the "Scheduled Completion Date"). Notwithstanding any provision contained herein which could be construed to the contrary, Substantial Completion of the Project shall not be deemed to have occurred until and unless (a) construction thereof is sufficiently complete so that the Project may be used by the City for its intended purpose, subject only to minor "punch list" items, (b) all required permits, licenses, certificates of compliance, certificates of occupancy and other approvals from the applicable governmental authorities exercising jurisdiction over the Project shall have been issued, (c) all utilities necessary to service the Improvements have been connected and are available for immediate use and (d) the City shall have conducted an inspection of the Project, shall have reasonably approved of same, and shall have reasonably determined that all Work has been completed substantially in compliance with the Contract Documents. Within ten (10) days of notice from Contractor that Substantial Completion has occurred, the City and Contractor shall conduct a punch list inspection of the Work for purposes of creating a punch list of deficient items or additional Work to be done to bring the Project to Final Completion ("Punch List"). If, upon this inspection, the City determines that the Work is not Substantially Complete, then the City may notify Contractor and withhold the final progress payment. Contractor must have Substantially Completed the Work before the Punch List will be prepared. If all items on the Punch List are not completed, corrected, or otherwise resolved within thirty (30) calendar days of the publication of the Punch List, the City may use the Retainage held from Contractor to do so. Final Completion shall not be deemed to have occurred until the Punch List has been satisfactorily completed and the City has received from Contractor an Affidavit stating that all subcontractors involved in the Project have been paid in accordance with their respective agreements. The City will make a final inspection after being notified by Contractor that the Punch List is complete and if the Work is deemed to be satisfactorily in accordance with the Contract Documents, the City will give Contractor a written Letter of Acceptance.

9. Failure to Complete On Time. The time of completion is of the essence of this Agreement and timely Substantial Completion is a material component. For each calendar day between the deadline for Substantial Completion and the publication of the Punch List, the City shall be entitled to deduct an administrative cost of \$800.00 per day. For each calendar day after the expiration of the thirty (30) day period following publication of the Punch List that the Work has not been Finally Completed, the City

shall be entitled to deduct an administrative cost of \$800.00 per day. The deadlines for Substantial Completion and Final Completion of the Work, as may be amended by Change Order, are reasonable requirements, taking into consideration all conditions including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of administrative damages for Contractor's failure to meet the deadlines for Substantial Completion and/or Final Completion are fixed and agreed on by the parties because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would sustain in such an event. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from periodic payments or from Retainage. As a result of the difficulty in estimation, calculation, and ascertainment of the City's damages due to a failure by Contractor to timely complete the Work, Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from Contractor's compensation the administrative costs set forth herein.

10. Contractor Delay. Contractor shall be excused for the period of any delay in performance of any obligations hereunder when it is prevented from doing so by the wrongful or negligent acts or omissions of the City or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualties, adverse weather conditions, inability to obtain any material or service, or acts of God. In the event of such a delay, Contractor and the City shall agree, in writing, to a change order modifying the Scheduled Completion Date as necessary.

11. Changes in the Work. No change, modification, addition, deletion or other revision to the Work and/or the Contract Documents in furtherance of the Project shall be valid, binding or effective unless a written change order approved by the City and signed by the City and Contractor shall authorize the same. In the event of any such written change order approved by the City and signed by the City and Contractor, the value of the labor or materials, or both, added or omitted from the Work to be performed in furtherance of the Project shall be computed and determined by Contractor, subject to the written approval and acceptance by the City, and the amount so determined shall be added to or deducted from the Budget. Contractor shall have no claim for additional work performed by Contractor unless such work has been done pursuant to a written change order approved by and signed by the City and Contractor. If, as the result of any valid change order effected pursuant to the provisions of this Paragraph, the applicable changes in the Work may reasonably be expected to delay Contractor in achieving Completion of the Project, the City and Contractor may agree and stipulate in the written change order itself that the Scheduled Completion Date will be extended by the appropriate number of days corresponding to the anticipated delay. However, absent any such stipulation in the change order serving to extend the Scheduled Completion Date, the Scheduled Completion Date shall not be deemed to be extended and Contractor will be expected to achieve Completion of the Project (including those portions of the Work covered by the change order) on or prior to the Scheduled Completion Date.

12. Progress Payments. The cost of the construction phase of the Project is not to exceed \$1,096,000.00. All payments to Contractor for construction shall be made on a work-in-place basis following inspection and approval by the City, such approval not to be unreasonably withheld. Approximately every three (3) weeks during the progress of construction, Contractor will submit to the City an application for payment ("Application for Payment") covering the portion of the Work performed (and materials used) for which payment has not been previously made. Each such Application for Payment shall be in form and substance reasonably satisfactory to the City and shall include, without limitation, (a) the amount due for the Work performed for which Contractor is requesting payment, (b) a reasonably detailed breakdown and itemization of such Work and the amount due, (c) the percentage of completion of the Work performed, (d) the sum of all prior payments made from the City to Contractor hereunder, (e) the unit cost, types, and amounts of materials used; and (f) such other information and attachments as shall be reasonably required by the City for purposes of evaluating the Work performed

for which Contractor is requesting payment. At the time Contractor submits an Application for Payment to the City, if requested by the City, Contractor will also provide to the City true, correct and legible copies of all invoices and bills for labor and materials incorporated in the Work and which are to be paid from the proceeds of the payment to be made by the City at such time. Within five (5) business days following the timely submission of an Application for Payment by Contractor to the City, the City shall provide notice to Contractor stating either (1) that the Application for Payment as submitted by Contractor has been approved by the City, or (2) that all or a portion of the payment will be withheld until Contractor shall perform such corrective measures as shall reasonably be specified by the City to ensure that the Work performed for which payment is to be made conforms in all substantive respects to the Contract Documents. Within thirty (30) calendar days following the City's receipt of the Application for Payment or, as applicable, within ten (10) calendar days after Contractor's completion of such corrective measures as shall have been reasonably identified by the City as aforesaid, and subject to the other provisions of this Agreement, the City shall make payment to Contractor. Upon Substantial Completion of the Work, Contractor may make an Application for Payment for the last progress payment due under this Agreement.

13. Effect of Application for Payment. Each Application for Payment made from Contractor to the City hereunder shall be deemed a representation and warranty by Contractor to the City that, as of the date of such Application for Payment, (a) there exists no Event of Default (as hereinafter defined) and no event or condition that, with notice or lapse of time, or both, would constitute an Event of Default, (b) there has been no material variance from the Contract Documents with respect to the Work performed through the date of such Application for Payment (excluding any "punch list" items that still need to be completed) and (c) all Work performed in furtherance of the construction of the Improvements at the then current state of construction has been done in a good and workmanlike manner, and all materials, equipment, furnishings and fixtures usually furnished and installed at such time have been so furnished and installed in a good and workmanlike manner.

14. Retainage. The City shall retain five percent (5%) of the amounts paid by the City as progress payments as retainage. Subject to the provisions of this Agreement, retainage will be advanced to Contractor as the final payment hereunder within thirty (30) calendar days of Final Completion.

15. Inspection by the City. The City shall have the right, but not the obligation, at any time and from time to time during construction of the Improvements to inspect the progress of the Work and to ensure that the same is being prosecuted and performed fully in accordance with the Contract Documents. Regardless of whether the City exercises this right or chooses not to do so, nothing stated herein shall relieve Contractor of any of its obligations hereunder, including, without limitation, Contractor's obligations to correct defects in the Work and to provide the warranties set forth in this Agreement. The City shall also have the right, but not the obligation, to appoint a person or firm, at the City's own expense, with architectural and/or engineering expertise ("City's Representative") to observe, inspect, monitor, and test the Work performed hereunder and the progress of construction at the Project. Contractor covenants and agrees that the City's Representative shall be permitted to visit and be on the Project from time to time for such purposes and Contractor shall use its best efforts to cooperate fully with the City's Representative in the performance of its duties and to supply the City's Representative with such materials and information as the City's Representative may reasonably request for such purposes. The City's Representative will be authorized to inspect all Work done and all materials furnished for the Project. In case of any dispute arising between Contractor and the City's Representative as to the materials furnished or the manner of performing the Work, the City's Representative shall have authority to reject materials or suspend work until the question can be referred to and decided by the City.

16. Samples and Tests of Materials. Where, in the opinion of the City's Representative, tests of materials are necessary, such tests will be made at the expense of the City unless otherwise provided. The

failure of the City to make any tests of materials shall in no way relieve Contractor of his responsibility of furnishing materials conforming to the Contract Documents. Contractor shall furnish adequate samples without charge. Contractor shall submit to the City's Representative proof (manufacturer's certificates, test reports, mill reports, etc.) that all materials proposed for use in construction of this project meet the appropriate specifications. The City's Representative may require testing or retesting by an acceptable independent testing laboratory of any materials submitted for use in this project. If this testing indicates the materials to be unsatisfactory, Contractor shall be required to pay for these tests, and supply materials that comply with said specification. Standard control tests will be made during construction to determine that all materials and construction procedures meet the standards and specifications prescribed. The cost of tests performed on materials that do not comply with specifications shall be deducted from the monthly payments to Contractor. The City's Representative reserves the right to have Contractor submit test reports by an independent testing lab showing construction materials conform to the City of Bryan Standard Specifications or referenced specifications.

17. Storage of Materials; Defective Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City's Representative, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. If material is stored on private property, Contractor will provide the City's Representative with written approval of the property owner. No materials shall be stored within the limits of the FEMA regulated 100-year floodplain. All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the City's Representative. Upon failure on the part of Contractor to comply with any order of the City's Representative made under the provisions of this item, the City's Representative will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due to or become due Contractor.

18. Correction of Work. All Work not conforming to the requirements of the Contract Documents, or which is rejected by any governmental authority, will be considered defective. Contractor shall promptly correct such defects in the Work, whether observed before or after final completion of the Project and whether or not fabricated, installed, or completed. Contractor shall bear all costs and expenses of correcting defective Work. The City may correct any defective Work (a) after ten (10) calendar days' notice to the Contractor, which Contractor does not undertake to correct or fails to continue to correct with due diligence, or (b) without notice, in the case of an emergency. In the event the City undertakes to correct defects in the Work as aforesaid, Contractor shall reimburse the City for all costs and expenses reasonably incurred in connection therewith promptly on demand, supported by reasonable documentation of such costs and expenses. The provisions of this paragraph will apply to Work done or furnished by Contractor or its employees. If the City, in its sole and absolute discretion and without any obligation to do so, elects to accept Work which is defective, then the City may do so instead of requiring its correction, in which case the fee payable to Contractor under this Agreement will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made to Contractor hereunder. In addition to any other remedies provided by this Agreement or at law or in equity, the City may issue a Stop Work Order to Contractor, and its employees or subcontractors, with respect to any or all portions of the Work, until the cause for such order has been satisfactorily resolved. If a Stop Work Order is issued by the City, Contractor shall not be entitled to a Change Order to compensate for any additional time or expense incurred as a result.

19. Record Drawings. Contractor shall furnish to the City one set of clean, red-lined record drawings showing as-built conditions such as elevations, depth of bury for all utility lines, any deviations from contract drawings, etc., as a condition for Final Completion. The cost of providing Record Drawings will be subsidiary to various bid items.

20. Digital Photo Documentation of Project. Contractor shall take digital photos of the Work on a daily basis throughout the entire duration of the Project documenting the progress of the Work. Hard copy digital photo images shall be printed in color on a daily basis and stored with "As Built" drawings in a catalog that is kept orderly, labeled, and indexed using dates and locations (i.e. stations or descriptive locations with directions). Contractor shall also record two (2) complete sets of all digital photos taken during a week onto separate compact discs (CD). At the end of each month, one CD will be given to the City's representative immediately after it is recorded and one CD will be retained in a protective case with the "As-Built" Drawings. The complete set of compact diskettes retained with the "As-Built" Drawings and the hard copy catalog will be given to the City at the end of the project such that the City will end up with two (2) complete sets of digital photos on CDs and a catalog of hard copies. Contractor shall take a sufficient number of digital photos to adequately document the work and shall work closely with City's representative to determine the number and location of digital photos to be taken each day. Digital photos should generally include such items as fittings, major crossings of other utilities or petroleum pipelines, any unmapped utilities or pipelines, and items that may be the subject of future controversy or difficult to see after construction, or any items related to extra work claims. No additional compensation will be provided for digital photo documentation. Include all costs in related items of work.

21. Final Clean Up. Upon the completion of the Work and before acceptance and final payment will be made, Contractor shall clean and remove from the site of the work all surplus and discarded materials, temporary structures, and debris of every kind. All equipment shall be removed from the job site after completion or acceptance of the construction work. If excavated material is placed on private property, it shall be Contractor's responsibility to provide the City Engineer with a written statement signed by the property owner stating that the property owner requested the material and is satisfied with the condition in which the property was left. All excavated material containing any oil based products or asphaltic products must be disposed of at a licensed sanitary landfill. All brush that is not burned must be disposed of at a licensed compost facility. Contractor will be allowed to burn debris in the right of way, provided that he obtains a permit to burn said debris from the City's Fire Marshall twenty-four (24) hours in advance of any burning. Permits will be issued on a day to day basis only and Contractor shall be totally responsible for any damage incurred due to burning. No brush, oil-based soil, or asphaltic products will be allowed to be placed on private property. Material is not to be placed in floodplain without prior approval by the City's Floodplain Administrator. Contractor shall be totally responsible for any damage incurred due to illegal dumping. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at a licensed sanitary landfill or as directed by the City's Representative. No payment will be made for this work, its cost being subsidiary to the various bid items.

22. Guarantee of the Work. Contractor shall guarantee the Work which he does against defective materials and workmanship for a period of one (1) year from the date of a Letter of Acceptance from the City. Should defective materials or workmanship occur, Contractor shall have seven (7) working days, after written notice of same is given to him by the City, to make any and all repairs at his own expense. If Contractor fails to timely correct the defect, the City may make the necessary repairs and charge Contractor the actual cost of labor, materials, and equipment time required. Contractor's Performance Bond must continue for one (1) year after the Letter of Acceptance is issued to cover the guarantee set forth above.

23. No Liens. So long as the City makes payments in accordance with the terms hereof, Contractor shall not voluntarily file, permit to be filed or otherwise impose any mechanic's, materialman's, laborer's or other similar lien or encumbrance on any portion of the Project or the Property. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, Contractor shall, immediately on request,

and at no cost, charge or expense to the City, cause the same to be released, canceled and discharged of record. If any such lien, encumbrance or claim thereof is filed or otherwise imposed, and if Contractor shall not cause such lien, encumbrance or claim to be released, canceled and discharged promptly (and in no event later than thirty (30) days following written notice from the City requesting Contractor to do so), and the existence of such lien, encumbrance or claim has resulted in or will soon result in a material adverse effect on the City or the City's business, the City shall have the right to pay all sums reasonably necessary to obtain such release, cancellation and discharge and the cost thereof shall be reimbursed to the City from Contractor on demand. Contractor shall defend, indemnify and hold harmless the City and the Project (including the Property and all improvements thereon) from and against any and all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien, encumbrance or claim thereof. Notwithstanding any provision contained herein which could be construed to the contrary, the City shall in no event be required to make payments to Contractor hereunder at any time when any such lien, encumbrance or claim thereof shall be outstanding. Additionally, the City may withhold from any payment due Contractor hereunder such amounts as are necessary to pay any and all claims for which the City has received notice (for convenience, a "Claim Notice") from any person or party providing labor and/or materials, including, without limitation, specially fabricated materials, used in the construction of the Improvements on the Project, and the City may pay such claims directly to such persons or parties as shall have provided the City with the Claim Notice. Any amounts so withheld shall be in addition to any Retainage withheld from any payment due Contractor hereunder and may be retained by the City until such time as a release of such claim described in the Claim Notice is received by the City from the claimant in form and substance acceptable to the City.

24. Contractor's Representative. Contractor shall designate a representative as the person in charge of the Work to be performed by Contractor under this Agreement. The representative will participate in and will at all times be completely familiar with the performance by Contractor of the Work hereunder and will serve as Contractor's point of contact between the City and Contractor.

25. Communications With the City. As to any matter on which the City's input shall be required hereunder, Contractor shall provide the City with all necessary materials and information from which the City may formulate its input and thereafter provide the City with a reasonable opportunity to respond. Upon request by the City, Contractor shall prepare and distribute minutes of all meetings and conferences held with the City to the participants of such meetings and conferences indicating Contractor's interpretation of the decisions reached and actions to be taken resulting therefrom.

26. Ownership of Documents and Drawings. All drawings, models, renderings, plans and specifications, including, without limitation, the Plans and Specifications, together with any other documents or information prepared by Contractor for the City in connection with the Project, shall be the property of the City. They shall not be used by Contractor on any project other than the Project unless expressly so authorized in writing by the City. In the event of a termination of this Agreement for any reason, Contractor will promptly deliver to the City the originals of all drawings, models, renderings, plans and specifications, including the Plans and Specifications, prepared to the date of termination. The City shall have the right to use such materials for completion of the Project.

27. Insurance. Contractor shall, at its sole cost and expense, maintain in full force and effect during the course of this Agreement, the following types of insurance coverage under the stated amounts:

- a. Comprehensive Commercial General Liability insurance for protection from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under this Agreement. Coverage shall be in an amount not less than \$1,000,000.00 per occurrence. This requirement must also be met by subcontractors unless Contractor's policy covers

- the subcontractor.
- b. Business Auto Liability insurance with a limit of not less than \$1,000,000.00 per accident and providing coverage for all owned, non-owned, and hired automobiles. This requirement must also be met by subcontractors unless Contractor's policy covers the subcontractor.
 - c. Worker's Compensation and Employer's Liability Insurance in the statutory limits of not less than \$500,000.00/\$500,000.00/\$500,000 or as otherwise required by state law. This requirement may be waived if Texas State law does not require Contractor to maintain such insurance. This requirement must also be met by subcontractors engaged by Contractor unless an applicable exception exists in state law or Contractor's policy covers the subcontractor.
 - d. Builder's Risk Insurance in the amount of the total cost of the Work to be performed under this Agreement. Contractor agrees to maintain Builder's Risk insurance providing coverage to protect the interests of the City, sub-contractors, including property in transit and property on or off-premises, which shall become a part of the Project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement required.
 - e. Professional liability insurance is required with a limit of not less than \$1,000,000.00. This section also applies to Contractor's architect and any other design professional required by state law to be licensed by the State unless Contractor's policy covers the subcontractor.

Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance program carried by the City. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids covers should Contractor enter into such an agreement on a pre-loss basis. Any deductibles or self-insured retentions must be declared. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of same. A certificate of insurance evidencing such coverage must be furnished to the City concurrently with the execution of this Agreement and in all events before Contractor commences the Work. Such certificate of insurance shall name the City as additional insured and contain clauses waiving the insurer's rights of subrogation against the City shall be executed by a duly authorized representative of such insurer submitted on the ACORD form with all endorsements included.

28. **Bonds.** Pursuant to the Texas Government Code Chapter 2253, Contractor is required to obtain payment and performance bonds in the amount of the contract (as determined by state law) or \$1,096,000, whichever is higher, executed by a corporate surety in compliance with Texas law guaranteeing the full and faithful execution of the work and performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, and for the protection of the City and all other persons against damage by reason of negligence of Contractor, or improper execution of the work, or the use of inferior materials. Bonds shall remain in full force and effect for one year after written notice of acceptance of the completed work is received from the City. No sureties will be accepted by the City who are now in default or delinquent on any bonds or who are interested in any litigation against the City. All bonds shall be made in accordance with forms furnished by the City, and shall be executed by an approved surety company authorized to do business in the State of Texas and acceptable to the City. Each bond shall be executed by Contractor and the sureties. Should

any surety on the contract be determined unsatisfactory at any time by the City Council, notice will be given to that effect and Contractor shall immediately provide a new surety satisfactory to the City. No payment will be made under the Agreement until the new surety or sureties, as required, have been accepted by the City.

29. Warranties Concerning Improvements. Contractor warrants and represents to the City that the Work performed in connection with the construction of the Improvements shall be done in a timely, good and workmanlike manner and substantially in accordance with the Contract Documents. Contractor covenants and warrants that title to all work, materials and equipment incorporated in the Work will pass to the City free and clear of all liens, claims, security interests or encumbrances. In addition, Contractor will obtain and provide, for the benefit of the City and its assigns, all customary warranties and guarantees in regard to any materials, equipment, furnishings and fixtures incorporated in the Work, said guarantees expressly expiring after one (1) year.

30. Compliance With Laws; Payment of Taxes. Contractor warrants and represents to the City that the Project and all Work to be performed in connection therewith and in furtherance thereof shall conform to all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances and with those of any other governmental or quasi-governmental body having jurisdiction over the Project, or any portion thereof. Contractor has reviewed the Plans and Specifications and is satisfied that they do not call for construction that would violate such laws, rules, etc. Contractor will pay all employment, social security and other taxes imposed upon it as an employer in connection with its performance of this Agreement and will furnish evidence, when requested by the City, showing that payment of all such taxes has been made. Contractor shall pay timely when due all local, state and federal taxes in connection with the Work to be performed hereunder and Contractor's business operations generally. The City is a tax exempt governmental entity, the Project is a public work, and Contractor will become a seller of materials purchased for the Project, which will obviate paying taxes on materials incorporated into the Project. As a seller, Contractor will purchase materials and issue a resale certificate instead of paying the sales tax at the time of purchase. The City, as an exempt entity, will provide Contractor with an exemption certificate at the time of the "sale" of the materials to the City, thereby precluding the City, and Contractor, from paying the sales tax on the materials. Services are not tax exempt. Contractor will be required to pay all appropriate taxes for all services as set forth herein. For purpose of these Contract Documents, the following definitions are provided for materials and services:

Materials: Materials are those items that are tax exempt and are physically incorporated into the facility constructed for the City. Materials include, but are not limited to, purchased items such as the filters, pumps, valves, pipe, fittings, concrete, asphalt, road-base and sub-base, electrical equipment, building components, etc.

Services: Services are those items that are not tax exempt and are items used by Contractor but that are not physically incorporated into the City's facility and/or are items which are consumed by construction. Services include, but are not limited to items, such as supplies, tools, concrete form, scaffolding, temporary storage buildings, the purchase or rental or lease of equipment, skill and labor, etc.

31. Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, and its agents, employees and representatives, from and against any and all claims, causes of action, damages, losses and expenses of any nature whatsoever, including, without limitation, court costs, attorneys' fees and related legal expenses, arising out of or resulting from any material defects in the Work or any negligence in the performance of the Work hereunder or occurring in connection therewith. Without limiting the generality of the preceding sentence, Contractor understands and acknowledges that the indemnity provided pursuant to this paragraph shall extend to and cover, and

Contractor shall accordingly defend, indemnify and hold harmless the City, its agents, employees and representatives, from and against, any and all claims, causes of action, damages, losses and expenses of any nature whatsoever brought or asserted by any person or party whomsoever (including, without limitation, any third party purchaser of the Project) arising out of or resulting from defects in the Work. Such obligations of indemnity on the part of Contractor hereunder shall survive the expiration or any termination of this Agreement.

32. Default by the City and Contractor's Remedies. If the City fails to make payment to Contractor hereunder for a period of thirty (30) days after the date on which such payment became due pursuant to the provisions hereof, Contractor may, upon seven (7) additional days' written notice to the City, in addition to any other remedies which may be available to Contractor, (a) bring a suit at law against the City for recovery of sums due Contractor and/or (b) discontinue the performance of the Work hereunder until such time as the appropriate payment is received by Contractor. All payments not made timely hereunder shall bear interest at the rate set by the Texas Prompt Payment Act, Texas Government Code Chapter 2251. No waiver by Contractor of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of Contractor, and no delay or omission in the exercise or enforcement by Contractor of any rights or remedies shall ever be construed as a waiver of any right or remedy of Contractor.

33. Default by Contractor. Any one or more of the following shall constitute an event of default ("Event of Default") by Contractor hereunder:

- a. The breach by Contractor of any warranty or representation contained in the Contract Documents, as may be amended by Change Order, or the failure of Contractor to perform or observe any term, provision, covenant, agreement or condition contained herein or in any of the other Contract Documents and the continuance of such failure for thirty (30) days following written notice thereof from the City to Contractor, except that if the nature of the particular failure on the part of Contractor is such that, by its nature, requires more than thirty (30) days to cure, the City shall allow such reasonable amount of time, not to exceed six (6) months to cure;
- b. The insolvency of Contractor;
- c. The appointment of a receiver of Contractor, or of all or any substantial part of its property, and the failure of such receiver to be discharged within thirty (30) days thereafter;
- d. The admission by Contractor in writing of its inability to pay its debts generally as they become due;
- e. The execution by Contractor of an assignment for the benefit of its creditors;
- f. The filing by or against Contractor of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding, or the act of Contractor in instituting or voluntarily being or becoming a party to any other judicial proceeding intended to effect a discharge of the debts of Contractor, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any other rights or powers granted to the City herein or in any other documents executed in connection herewith;
- g. The failure of Contractor to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final and no longer appealable; or
- h. The failure of any attachment, sequestration or similar proceeding against any of Contractor's property to remain undischarged or unbonded by Contractor, or undismissed, for a period of thirty (30) days after the commencement thereof.

34. The City's Remedies. Without limitation of the right of the City to all remedies available to the City as otherwise provided herein, at law and/or in equity, upon the occurrence of an Event of Default, the City, at its option, without any further notice or demand whatsoever, which are hereby waived, a) may perform such acts or expend such sums as shall be reasonably necessary to remedy any such Event of

Default and may deduct the cost thereof from payments then or thereafter due Contractor hereunder; or b) may terminate this Agreement and may finish the Work by whatever method the City may deem expedient, and to the extent the costs thereof shall reasonably exceed those which would have otherwise become due to Contractor hereunder had Contractor timely and properly performed its obligations under this Agreement, Contractor shall pay and reimburse the City on demand for such costs, together with interest thereon calculated at the maximum rate of interest allowed by applicable federal or state law. All rights and remedies of the City hereunder are cumulative of each other and of every other right or remedy which the City may otherwise have at law or in equity, and the exercise of one or more rights or remedies by the City shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. No waiver by the City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of the City, and no delay or omission in the exercise or enforcement by the City of any rights or remedies shall ever be construed as a waiver of any right or remedy of the City.

35. Collection Rights. With respect to any sums or charges which may become due from one party to the other pursuant to the provisions of this Agreement, the party to whom such sums are due shall have all rights and remedies available at law or in equity to collect such sums or charges, including, without limitation, the right to set off any such sums or charges against payments becoming due to the other party hereunder.

36. Independent Contractor. It is understood and agreed that the relationship of Contractor to the City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to (a) make Contractor the agent, servant or employee of the City, or (b) create any partnership, joint venture or other association between the City and Contractor. Contractor shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against Contractor.

37. Notices. Notices to be given by either party hereto shall be in writing and shall be deemed to have been served, given and received (a) if hand delivered, when delivered in person, or (b) if properly addressed and placed in the United States certified mail, return receipt requested, when receipt is acknowledged on the return receipt, by the following representative at the following address:

City of Bryan
Attn: Darrell Lovelette
Director of Parks and Recreation
1309 E. Martin Luther King
Bryan, Texas 77803

Grindline Skateparks, Inc.
Attn: Matt Fluegge
Chief Operations Officer
4619 14th Ave. SW
Seattle, WA 98106

38. Assignment. Without the prior written consent of the City, Contractor shall not assign any of its rights or delegate any of its duties hereunder, except with respect to subcontractors approved by the City. Any such attempted assignment or delegation, without the prior written consent of the City as aforesaid, shall be null and void.

39. Time of the Essence. Time is of the essence of this Agreement and any breach of same shall go to the essence thereof, and Contractor, in agreeing to use its best efforts to complete the Work within the time period prescribed in the Contract Documents, has taken into consideration and made allowances for common and foreseeable hindrances incident to the Work to be performed hereunder.

40. Applicable Law; Venue. This Agreement is to be governed and construed under the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. All of the obligations contained in this Agreement are and shall be performable in Brazos County, Texas. Venue for any lawsuit arising out of the Contract Documents, or the Work performed thereunder, shall be in any court

having jurisdiction in Brazos County, Texas.

41. Entire Agreement. The Contract Documents constitute the entire agreement and understanding, and supersedes all prior agreements and understandings, if any, whether written or oral, between the City and Contractor concerning the subject matter hereof, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning the subject matter of this Agreement other than those expressly set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the City or Contractor unless in writing and signed by both parties to this Agreement.

42. Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and under no circumstances will they be considered in interpreting the provisions of this Agreement.

43. Singular and Plural; Gender. When applicable, words in the singular shall mean the plural, the masculine gender shall include the neuter and the feminine, “any” shall include “all”, and vice versa.

44. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

45. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

46. Construction. The parties hereto are each represented by counsel and have had an opportunity to review and revise this Agreement. The parties hereto each acknowledge and agree that this Agreement shall be construed without presumption of any rule requiring construction to be made against the party causing same to be drafted.

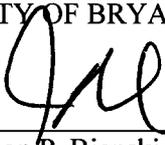
47. Waiver of Consequential Damages. Anything herein to the contrary notwithstanding, each of the parties hereto hereby waives all claims against the other for consequential damages.

48. Recitals and Exhibits. The Recitals stated herein and the Exhibits attached hereto are incorporated into the body of this Agreement by reference for all purposes.

[Signature page to follow]

Executed to be effective as of the date executed by all parties, as above written.

CITY OF BRYAN



Jason P. Bienski, Mayor

GRINDLINE SKATEPARKS, INC.



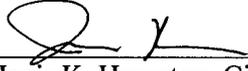
Matt Fluegge, Chief Operations Officer

ATTEST



Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM



Janis K. Hampton, City Attorney

Exhibit A
Request for Qualifications

REQUEST FOR QUALIFICATIONS

Design – Build Services for Design and Construction of Two (2) In-Ground Concrete Skate Parks in Two (2) City of Bryan Parks



Request for Qualifications # 14-024
DUE DATE: February 7, 2014
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

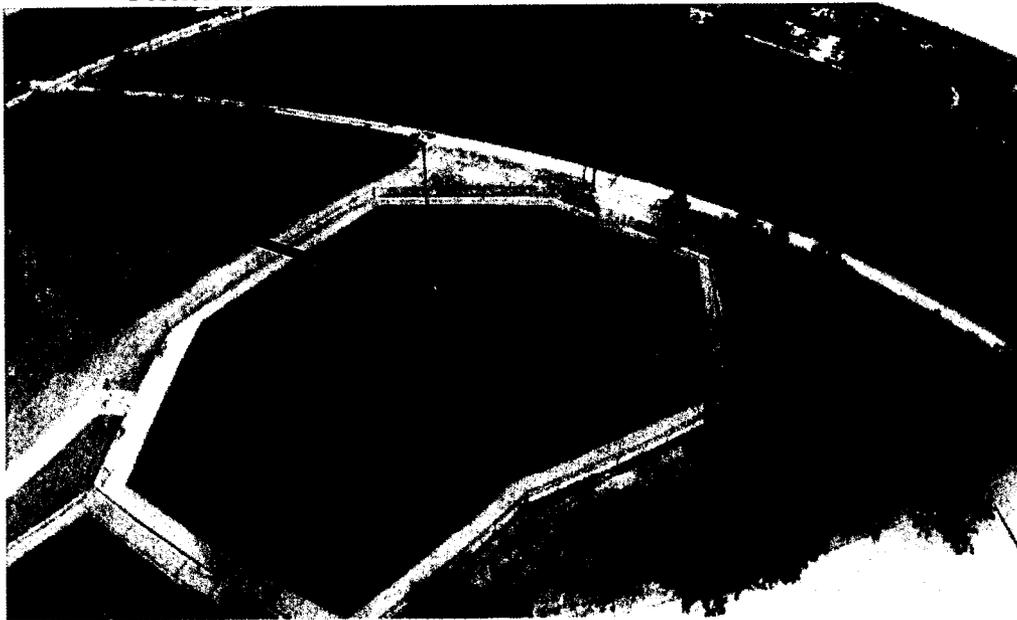
Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://tlo2.tlc.state.tx.us/statutes/lg.toc.htm> . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

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Possible Skate Park Site at Morris "Buzz" Hamilton Memorial Park



GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. Based upon the most recent population estimates, Bryan has a population of 80,467. The community also is home to Texas A & M University and Blinn College, which when combined, includes over 60,000 college students.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

The City of Bryan has 52 parks that cover over 2,408 acres, including the Travis B. Bryan Municipal Golf Course and gorgeous Lake Bryan. Possible existing park locations for two (2) skate parks include Morris "Buzz" Hamilton Memorial Park and Tanglewood Park. The Morris "Buzz" Hamilton Memorial Park includes a highly visible area adjacent to F.M. 158. Possibly even more visible is Tanglewood Park, which exists on both sides of Carter Creek Parkway.

Attached to this Request for Qualifications are four (4) maps:

1. Exhibit A: Morris "Buzz" Hamilton Memorial Park map
2. Exhibit B: utilities location map for Morris "Buzz" Hamilton Memorial Park
3. Exhibit C: water utilities in a dog park adjacent to Morris "Buzz" Hamilton Memorial Park
4. Exhibit D: Tanglewood Park map
5. Exhibit E: utilities location map for Tanglewood Park

****Possible Skate Park Site at Tanglewood Park****



INTENT AND SCOPE OF WORK

City of Bryan, Texas ("City") is seeking a Design / Build firm (the "D/B") to perform typical and complete design / build services in conjunction with the design and construction of two (2) in-ground concrete skate park projects working with the City staff and any appropriate consultants.

The projects consist of a plaza/vert-style skate parks complying with ASTM F2480-06, the Standard Guide for In-ground Skate Park Facilities. The proposed two (2) sites are approximately 1 ½ acres in size (Morris "Buzz" Hamilton Memorial Park site) and less than 1/2 acre in size (Tanglewood Park site) (see attached exhibits).

In seeking a D/B, the City is looking for a qualified general contractor, with prior experience in the design and construction of in-ground concrete skate parks with turn-key design and construction budgets, with a not to exceed combined amount total of \$1,200,000 for two skate parks. **Skate parks and related amenities shall be the only business in which the Respondent is engaged.**

The D/B will need to work with the City staff during their design phase, prior to construction, to develop their conceptual design, to develop their Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the \$1.2M budget (combined total for two skate parks) through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project; and

The D/B will propose a Guaranteed Maximum Price (GMP) for the construction of the Project, which is within the Construction Budget, after or during completion of the preconstruction services. If the City exercises their option, the D/B will serve as general contractor for the Project during the construction phase.

The Architect or Engineer (A/E) member of the D/B firm will prepare construction documents for the Project and have full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).

The City desires that Respondents address the following criteria:

- 1) Demonstrated capability, as a company, to perform the Design / Build services based upon successfully completed similar projects without legal, technical or safety problems.
- 2) Capability to provide the resources, including financial, equipment and staffing, necessary to meet Project requirements.
- 3) Recent experience with project cost estimates and project schedule adherence with proposed Project schedule.
- 4) Past performance on similar projects with this or other local municipality on construction of publicly funded projects.
- 5) Qualifications and experience of the team members proposed to manage the project for Respondent as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in and assigned to this project shall be submitted with their role clearly indicated.
- 6) Knowledge of current construction methodologies and technology, including warranty item management, alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use in this project.
- 7) Quality of references from past customers of Respondent.

- 8) Timeline for the design of each skate park.
- 9) Timeline for the construction of each skate park.
- 10) Client references for local subcontractors available for the Project with experience in the design-build project delivery system.
- 11) Client references for local subcontractors available for the Project who have constructed in-ground concrete skate park facilities.

Scope of Work:

A. Project Scope, Schedule: Information about scope and schedule follows:

- 1) Scope of Work: The scope of services is to provide skate parks of Plaza/Vert Style that will draw and engage local youth to facilities that offer challenges to beginners through experienced skaters. The following are work tasks assumed necessary to complete this project.
 - Meet with City staff to review the scope of the projects, establish design standards and become familiar with any concerns.
 - Provide designs that mimics both natural street skating/skate park environments (ledges, pads, banks, stairs, rails, drops, and natural transitions) as well as major vertical elements (half pipes, hips and bowls) that covers the maximum amount of space as allowed by the budget. (Note: all elements may not be possible in the smaller site.)
 - Include in the designs the following “park like” elements: restrooms with small vending alcove and drinking fountains, multiple seating areas, covered spectator pavilion, vehicle drop off area, small parking lot, and bike rack area. (Note: all elements may not be required, especially for the smaller site.)
 - Include in the design landscaping, irrigation, and other amenities, especially if required by City Code.
 - Conduct sites visits of skate parks with City staff and focus group members within the area that represent similar projects designed and constructed by their firm.
 - Conduct two public input meetings with citizens to aid in the design and one public information meeting to present the conceptual design.
- 2) Following selection, the D/B firm's engineers or architects shall develop designs, submitting all design elements for review and determination of scope and code compliance to the City before construction.
- 3) An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.
- 4) The D/B will work with the City, prior to construction, to ensure the feasibility and constructability of their designs, and that the cost of construction of the Projects is within the

estimated Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.

- 5) The D/B shall obtain all required permits and contractor's licenses. The City of Bryan permit fees shall be waived. The City will provide necessary water and sewer taps, and the City will provide necessary electric service to the property(ies). The D/B shall identify water, sewer, electric, and other infrastructure needs during the design phase.
 - 6) The D/B will serve as General Contractor to complete all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may consist of **one or more** of the following areas of work or building components: site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; paving, rough and finish grading, topsoil and seeding; fencing and gates, concrete foundations, concrete slab-on-grade, concrete masonry (CMU) interior walls, cast stone lintels, limestone and plaster exterior veneer, concrete floor topping, masonry, metal roof deck, metal wall and roof panels, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp-proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen roofing; other roofing, wood doors, metal doors and frames, aluminum doors and frames, glass and glazing, finish architectural hardware, acoustical ceilings, resilient flooring and base, carpeting, tile or wood flooring, metal studs and support systems, gypsum drywall, painting, interior and exterior signage; metal louvers and miscellaneous specialties; furnishings and appliances; equipment and specialty equipment; sound enhancement systems; fire protection; lightning protection; audio/visual; security and telecommunications systems; and mechanical, plumbing / electrical systems, and any other Contract Documents requirements. Materials used shall be of high quality, low maintenance, designated for durability, and tamper/vandal resistance.
 - 7) The Contractor shall provide, at a minimum, a one (1) year warranty on all materials and construction.
 - 8) The work does not include inspection services, and the materials testing services necessary for City's acceptance of the Project(s), which will be performed under a separate contract with an independent provider engaged directly by the City.
 - 9) The D/B shall supply a signed and sealed set of "As-Built" construction documents, specifications and operations and maintenance manuals for the projects at the conclusion of construction in both hard copy and electronic format. Drawings shall be provided in both "dwg" and "pdf" formats.
- B. Design Work: The proposed site locations are currently being reviewed by the City and are included as exhibits at the end of this document. This document is included for informational purposes only and no warrantee or guarantee is implied or expressed by the City.
- C. Schedule: Time is of the essence and the D/B shall provide a proposed construction schedule(s) with this submittal. This Schedule may be adjusted as a result of negotiations on submittals or preconstruction services by the D/B.

STATEMENT OF QUALIFICATIONS SCHEDULE

The City of Bryan is seeking Statement of Qualifications from qualified Respondent(s) for Design and Construction of two (2) skate parks to be designed for and constructed in two (2) existing City parks.

It is the intent of the City of Bryan to select a single Respondent to accomplish services outlined in this Request for Qualifications.

Sealed responses will be accepted until **2:00 p.m. on February 7, 2014**, and should be addressed to:

City of Bryan - Purchasing Department
Attn: Karen Sonley, Buyer
1309 E. Martin Luther King St.
Bryan, TX 77803
ksonley@bryantx.gov

You may upload one (1) electronic SOQ in the format prescribed herein on the City of Bryan website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD-ROM) of the SOQ must be returned in a sealed envelope bearing the RFQ name, RFQ number, and the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2:00 p.m. CST on February 7, 2014, and should be addressed to as described above.

A pre-SOQ conference is scheduled at 10:00 a.m., January 10, 2014, at the City of Bryan Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas. All potential Respondents are strongly encouraged to attend.

In order to ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to this Request for Qualifications shall be addressed in writing via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>) or to the individual identified above. **The deadline for written questions and inquiries is January 22, 2014 @ 10:00 a.m.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Respondents contacting any other employee(s) or official(s) without prior written consent risk elimination of their SOQ from further consideration.

The RFQ is on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500; also available online at <http://www.brazosbid.cstx.gov>.

The City believes that the data contained in this RFQ is sufficient for the preparation of a response. Requests for additional information will be considered depending on the RFQ time frame and the availability of the requested information. Such information will be submitted to all known possible Respondents simultaneously.

Schedule of Important Dates

The tentative schedule for this Request for Qualifications is as follows:

Release and Distribute RFQ to possible Respondents	December 23, 2013
Pre-SOQ Conference	January 10, 2014 (10:00 a.m.)
Deadline for Questions and Inquiries	January 22, 2014 (10:00 a.m.)
SOQ Submission Deadline	February 7, 2014 (2:00 p.m.)
Contract Evaluations/Negotiations	February/March 2014
Earliest Award by City	March 2014

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN – Same as City.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Respondent to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

CITY – The government of the City of Bryan, Texas.

DESIGN/BUILD (D/B) – A “Design / Build Firm (D/B)” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the design, documentation, construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the City regarding all phases of the design and construction of the facility. Firms submitting Statements of Qualifications shall be referred to as “Respondents,” and in some instances referred to as “firm.” **Skate parks and related amenities shall be the only business in which the Respondent is engaged.**

RESPONDENT – Organization offering a SOQ in response to this RFQ. Respondent also may be referred to as “firm.”

RFQ – Request for Qualifications.

SOQ – Statement of Qualification, which is a response to this RFQ

Statement of Qualification (SOQ)

The submitted SOQ(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the SOQ was dispatched will not be considered; the Respondent must ensure that the SOQ is actually delivered and received on time.

SOQs received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

SOQs cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Respondent guaranteeing authenticity. SOQs may not be withdrawn after the SOQ closing date and Respondent so agrees upon submittal of their SOQ.

The SOQs will be publicly acknowledged in the Purchasing Department’s Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Respondents, their representative(s), and interested persons may be present. SOQs received will be publicly opened but not read aloud. SOQs shall remain valid for a period of one hundred and twenty days (120) days from the date and time of the SOQ submission deadline date, with the same terms, conditions and negotiated fee schedule.

The SOQ must be submitted as instructed in the SOQ Schedule on Page Six (6).

By submitting a SOQ, the Respondent certifies that they have fully read and understands this “Request for Qualifications” and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Respondent’s own risk, and they cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of the Respondent.

Any SOQ that does not contain all of the information requested in this RFQ will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statute is exempt from State Sales Tax and Federal Excise Tax, and the SOQ price shall not include taxes.

The Respondent shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Respondent(s) as they deem appropriate.

This Request for Qualifications does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a SOQ, or to procure or contract for services.

Reservations

The City of Bryan reserves the right to accept or reject any or all SOQs as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Qualifications if found in the best interest of the City of Bryan. All SOQs become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a SOQ may include but shall not be limited to the Respondent's current violation of any City ordinance, the Respondent's current inability to satisfactorily perform the work or service, or the Respondent's previous failure to properly and timely perform its obligations under a contract with the City. A Respondent may be disqualified and rejection of SOQs may be recommended for any (but not limited to) of the following causes: 1) Failure to use the SOQ forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the SOQ; 4) Evidence of collusion among Respondents; 5) Omission of uncertified personal or company check as a SOQ guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFQ forms. The City of Bryan reserves the right to waive any minor informality or irregularity.

The City reserves the right to retain all SOQs submitted and to use any idea in a SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the Respondent of the terms and conditions contained in this request for SOQs, unless clearly and specifically noted in the SOQ submitted and confirmed in the contract between the City of Bryan and the selected Respondent.

The City of Bryan may conduct reference checks as needed to evaluate SOQs. The City may contact those listed, and inclusion of this listing in your SOQ is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Respondent.

Reimbursements

There is no expressed or implied obligation for the City of Bryan to reimburse responding Firms for any expenses incurred in preparing SOQs in response to this Request for Qualifications, and the City of Bryan will not reimburse Respondents for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

SOQs must be completed and submitted as required in this document. The Certification and Authorization form must be fully completed. Failure to submit the Certification and Authorization form within the sealed RFQ will result in the RFQ being rejected as non-responsive.

By submitting a RFQ, the Respondent certifies that they have fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Respondent's own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Respondent.

Communication

The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential Respondent. Only written and properly submitted SOQs will be considered.

Negotiations

During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from Respondent(s). At the discretion of the City, Respondent(s) reasonably susceptible of being selected based on criteria set forth in this RFQ, may be requested to make oral presentations. Each SOQ must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with the responsible Respondent who submits the SOQs that are reasonably susceptible of being selected. At the discretion of the City, Respondents reasonably susceptible of being selected based on criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Respondents will be ranked in order of preference and final contract negotiations will begin with the top ranked Respondent. Should negotiations with the highest ranked Respondent fail to yield a contract, or if the Respondent is unable to execute said contract, negotiations will be formally ended and then may commence with the second highest ranked Respondent, etc.

If an agreement can be reached, a formal written agreement, which will include insurance and bonding requirements, will be drafted and such requires consideration by the City of Bryan City Council. An agreement is not finalized until the City Council takes formal action at an appropriately posted public meeting to approve said agreement.

Disclosure

At the public opening, there will be no disclosure of contents to competing Respondents, and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information the Respondent(s) identifies as proprietary, all SOQs will be open for public inspection after the contract award.

If the SOQ Results in a Contract, the Following Terms and Conditions Will Apply:

Respondent(s) should be aware that the RFQ and the contents of the successful SOQ will become a part of any subsequent contractual document that may arise from this RFQ. In case of discrepancy between the RFQ and the Respondent's, the RFQ will rule.

The opportunity for City of Bryan to enter into contract with the successful Respondent(s) will remain open for a period of one hundred twenty (120) days from the date and time of the SOQ submission deadline date with the same terms, conditions and negotiated fee schedule.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or management to continue the contract with its present provisions and prices. This Contract is nontransferable by either party unless mutually agreed upon by both parties.

Payment(s) will be made in accordance with a negotiated fee schedule.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Respondent will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Respondents are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

The enclosed "Certification Authorization" form must be properly executed and provided with the sealed SOQ indicating the Respondent's willingness to execute a Contract if awarded the SOQ.

Addenda

In the event of a needed change in the published RFQ documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. **All published addenda shall be signed and included with your response package as acknowledgement of the addendum.** Respondents are responsible for obtaining all published addenda from the City of Bryan on-line bid system at <http://www.brazosbid.cstx.gov> or from the City of Bryan Purchasing office. The City assumes no responsibility for the Respondent's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the SOQ to be rejected. The City's decision to accept or reject any particular SOQ due to a failure to acknowledge and submit addenda shall be final.

SPECIAL PROVISIONS

Selection Process

A selection committee composed of Darrell Lovelette, Parks & Recreation Director, and other identified persons shall review SOQs.

The selection shall be based on the responsible Respondent whose SOQ is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

It is the intent of the City of Bryan to select a single Respondent to accomplish services outlined in this Request for Qualifications.

Oral Presentations

After all SOQs have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and recommendation for contract award. However, the City, may in its sole discretion, award a contract without presentations, based solely on information supplied in the SOQ responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

INSURANCE REQUIREMENTS

Insurance Requirements: The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of

policy endorsements.

- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

BUILDER'S RISK – Limit not less than 100% of the total projected construction value at completion of the project Contractor agrees to maintain Builder's Risk insurance providing coverage to protect the interests of the City, contractor, sub-contractors, including property in transit and property on or off-premises, which shall become a part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement required.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage.

Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
P O Box 1000
Bryan, TX 77805

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which SOQs must be submitted.

Responses to the following items will be used for SOQ evaluation. The SOQs that do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City of Bryan.

SOQ documents should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bryan. The requirements stated do not preclude Respondent(s) herein from furnishing additional reports, functions, and costs as deemed appropriate.

You may upload one (1) electronic SOQ in the format prescribed herein on the City of Bryan website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD-ROM) of the SOQ should be returned in a sealed envelope bearing the RFQ name, RFQ number, and name and address of the respondent **on the outside of the delivery package.**

To facilitate the review of the responses, Respondents shall follow the described SOQ format:

TAB A

Qualifications and Experience

1. Provide the D/B firm's organizational profile and minimally include the owner and officers associated with the firm(s).
2. Briefly introduce your firm(s) including experience in the design and construction of skate parks.
 - a. Describe the experience of the firm(s) in the last five (5) years in designing and constructing skate parks. Particular emphasis will be placed on Respondents that have successfully constructed skate parks in the last five (5) years.
3. If your firm(s) has design and/or built multiple skate parks, provide a listing of those in Texas.
 - a. Include the following information:
 - i. Skate park size in square feet
 - ii. Total cost of the project
 - iii. Year the project was completed
4. Identify projects in which your firm(s) is or may be involved with that could be designed and/or constructed at the same time as the proposed City of Bryan projects. If other projects are identified, explain whether your firm(s) has adequate and appropriate resources to timely complete multiple quality projects.
5. Address any legal issues or litigation-related issues that your firm(s) may be, or has been, involved in over the last five (5) years.
6. Identify if your firm(s) had any contracts terminated due to non-performance over the last five (5) years.
7. Provide a current financial statement certified by a certified public accountant.
8. Provide a proforma or business model to demonstrate the Respondent's ability and understanding of how to design and construct a skate park.

TAB B

Costs

1. Provide a proposed cost to design two (2) skate parks.
 - a. Skate Park 1
 - i. Approximate available square feet: 65,340
 - b. Skate Park 2
 - i. Approximate available square feet: 21,780
2. Construction costs will be negotiated during the design process.
3. The City has \$1,200,000 available for two (2) skate parks; this amount includes all cost inclusive of design and construction costs.
4. Respondent shall incur no travel or related expenses chargeable to the City without prior written approval by an authorized City representative.

TAB C

Project Time-line

1. The SOQ must include a time-line that includes design, construction, and grand opening dates.
2. The SOQ must provide chronological time-line of each task or event and the estimated time required to complete both projects (i.e., two (2) skate parks).

TAB D

Design and Construction Specifics

1. The SOQ must include specific elements of the design phase:
 - a. Firm or firms involved
 - b. Individuals involved
 - c. City involvement
 - d. Community involvement
 - e. Skate park elements including:
 - i. lighting, if night operations is recommended
 - ii. parking, if recommended

- iii. sidewalks, if recommended
 - f. Construction methods
 - g. Design schedule and milestones
 - h. Elements possible for the design of each skate park
 - i. Other details the Respondent believes relevant to the review process
- 2. The SOQ must include specific elements of the construction phase:
 - a. Firm or firms involved
 - b. Construction project manager
 - c. Point of contact for the City of Bryan
 - d. Construction schedule and milestones
 - e. A minimum of a one (1) year warranty on all materials and construction
 - f. Other details the Respondent believes relevant to the review process

TAB E References
Provide references from past skate park customers, including the name of the agency, contact name, telephone, fax and email address.

TAB F **Certification and Authorization page, acknowledgement of any Addenda issued, and willingness to enter into a written agreement with the City. (Note: use the form attached as part of this document.)**

For more information about scope specifics and possible information/details to include in a SOQ, refer to the "Intent and Scope of Work" on Page 3 of this document.

EVALUATION FACTORS

The City of Bryan will review all SOQs to determine compliance with the requirements as specified in the RFQ. Only SOQs which, in the opinion of the Selection Committee, meet the requirements of the RFQ will be further evaluated.

SOQs that pass the preliminary review may be evaluated on how well the SOQ meets the needs of the City of Bryan as described in the Respondent's response to each requirement listed in the RFQ. The Selection Committee may review all written SOQs that meet the minimum RFQ submittal requirements and may select what it deems to be the top two to four SOQs for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the SOQs.

Evaluation Factors

After receipt of SOQs, the City of Bryan will use the following criteria in the selection process (inclusive of design and construction):

- 35% Qualifications and Experience
- 10% Costs
- 10% Project Time-line
- 35% Design and Construction Specifics
- 10% References

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read RFQ # 14-024 and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this SOQ, that this SOQ has not been prepared in collusion with any other Respondent, and that the contents of this SOQ have not been communicated to any other Respondent prior to the official opening of this SOQ.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFQ # 14-024

EXHIBIT A

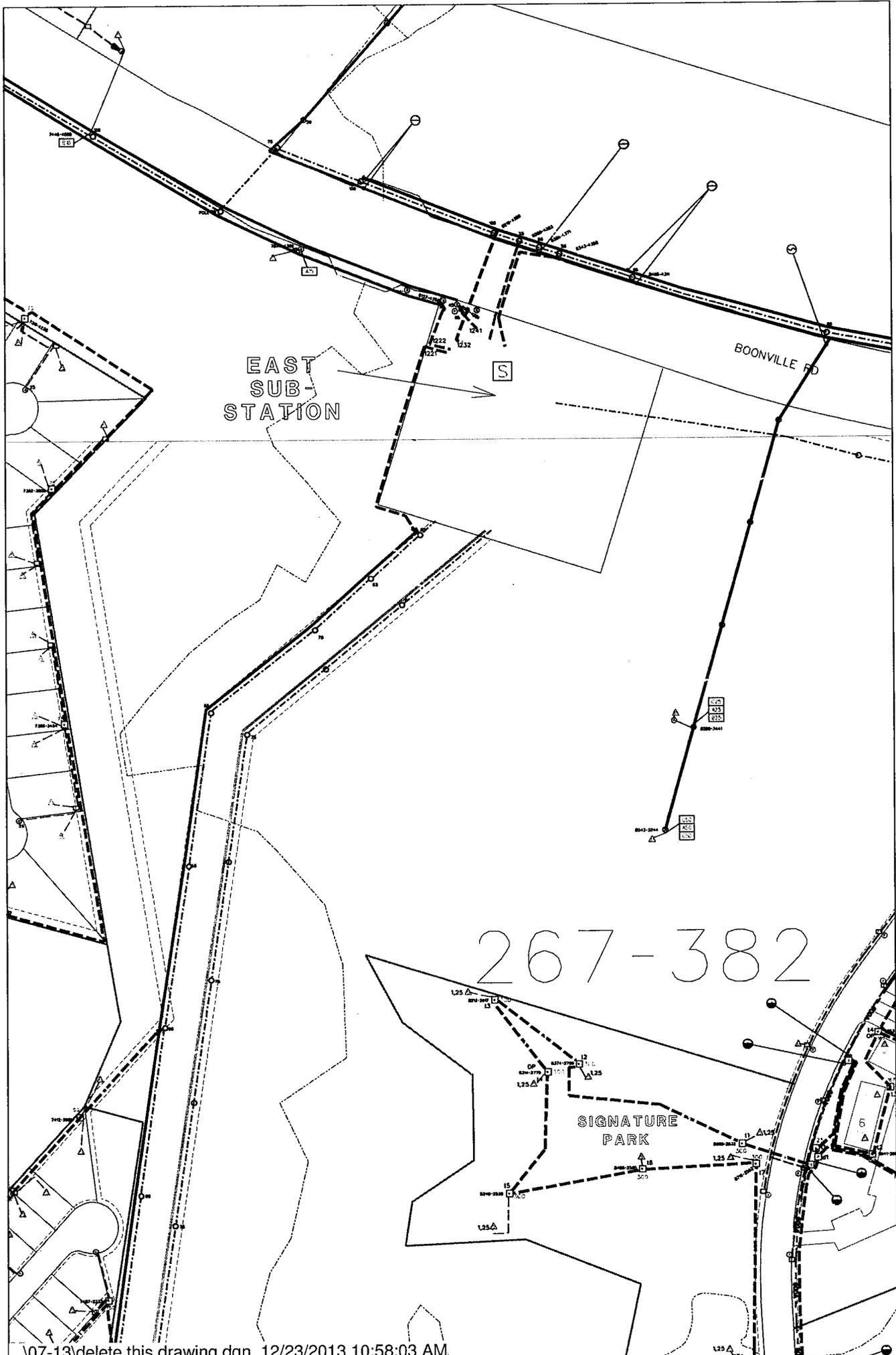
CITY OF BRYAN

MORRIS "BUZZ" HAMILTON MEMORIAL PARK MAP

EXHIBIT B

CITY OF BRYAN

UTILITIES FOR MORRIS "BUZZ" HAMILTON MEMORIAL PARK

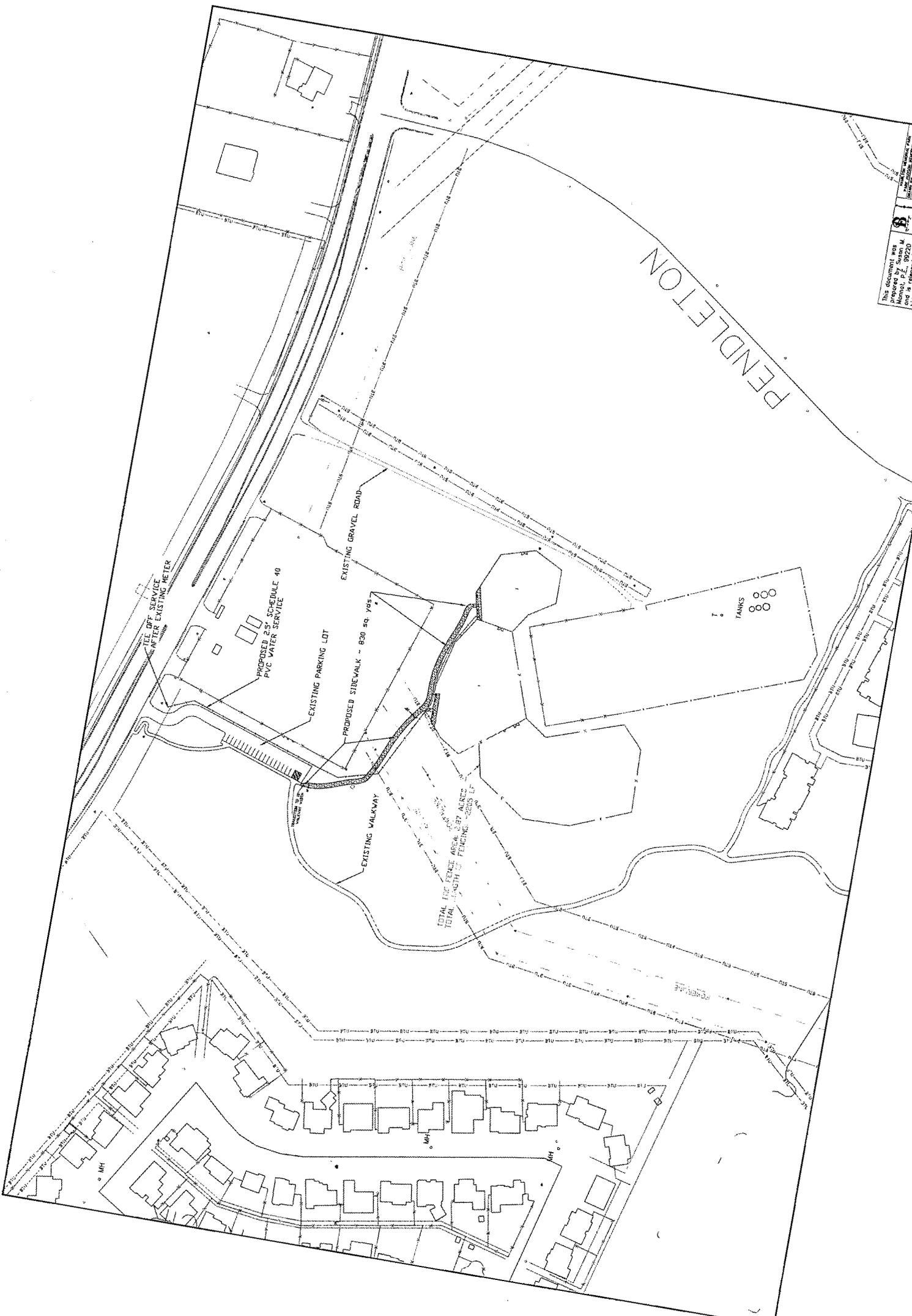


267-382

EXHIBIT C

CITY OF BRYAN

MAP OF WATER UTILITIES IN A DOG PARK ADJACENT TO MORRIS "BUZZ"
HAMILTON MEMORIAL PARK

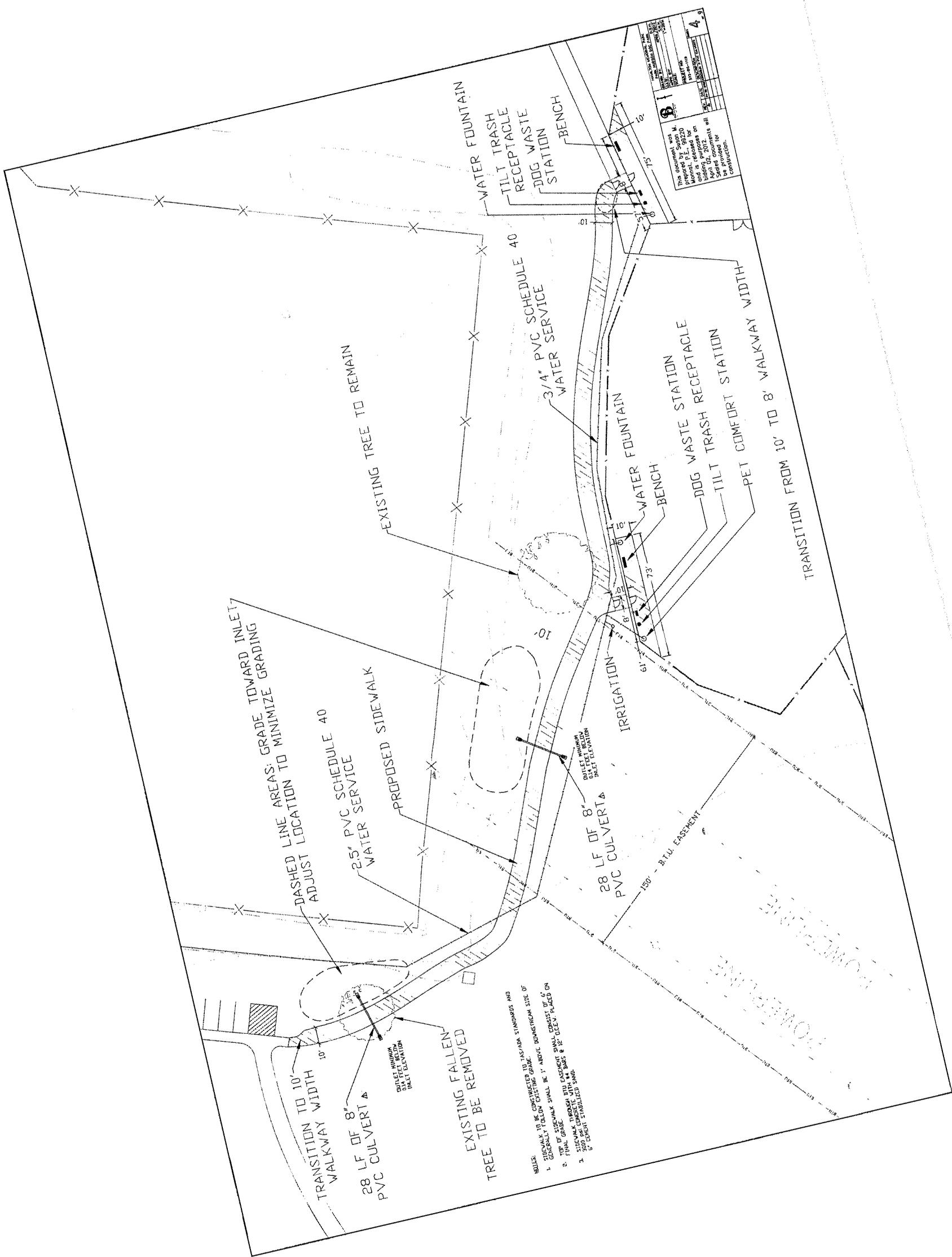


PENDELETON

This document was prepared by an independent contractor and is not to be used for bidding purposes until approved by the City of Pendleton on April 12, 2012. Documents are to be used for construction.

PROJECT NO.	227-05-114
DATE	12/20/11
SCALE	AS SHOWN
DRAWN BY	W. J. BROWN
CHECKED BY	W. J. BROWN
DATE	12/20/11
PROJECT NAME	WATER SERVICE
CLIENT	CITY OF PENDELETON
PROJECT LOCATION	114th St. & 1st St.
PROJECT NO.	227-05-114
DATE	12/20/11
SCALE	AS SHOWN
DRAWN BY	W. J. BROWN
CHECKED BY	W. J. BROWN
DATE	12/20/11
PROJECT NAME	WATER SERVICE
CLIENT	CITY OF PENDELETON
PROJECT LOCATION	114th St. & 1st St.

2



This document was prepared by Susan M. [Signature] and is released on bidding, 2012. Special comments will be provided for construction.

- NOTES:
1. STREAVL TO BE CONFORMED TO A.S./M.A. STANDARDS AND GENERALLY FOLLOW EXISTING GRADE.
 2. TIP OF SIDEWALK SHALL BE 1" ABOVE DOWNSTREAM SIDE OF FURN. GRADE.
 3. SIDEWALK THRESH WITH CURBSET SHALL CURBSET PLACED ON 6" DEPTH STABILIZED SAND.

POWERLINE
 POWERLINE
 POWERLINE

TRANSITION FROM 10' TO 8' WALKWAY WIDTH

TRANSITION TO 10' WALKWAY WIDTH

EXISTING FALLEN TREE TO BE REMOVED

DASHED LINE AREAS: GRADE TOWARD INLET ADJUST LOCATION TO MINIMIZE GRADING

2.5" PVC SCHEDULE 40 WATER SERVICE

EXISTING TREE TO REMAIN

3/4" PVC SCHEDULE 40 WATER SERVICE

28 LF OF 8" PVC CULVERT

IRRIGATION

10'

WATER FOUNTAIN BENCH

DOG WASTE STATION TILT TRASH RECEPTACLE

DOG WASTE STATION TILT TRASH RECEPTACLE

WATER FOUNTAIN BENCH

75

12

150' - 8" T.U. EASEMENT

WATER FOUNTAIN BENCH

DOG WASTE STATION TILT TRASH RECEPTACLE

DOG WASTE STATION TILT TRASH RECEPTACLE

WATER FOUNTAIN BENCH

75

12

PET COMFORT STATION

EXHIBIT D

CITY OF BRYAN
TANGLEWOOD PARK MAP

EXHIBIT E

CITY OF BRYAN

UTILITIES FOR TANGLEWOOD PARK



Exhibit B
Statement of Qualifications

GRINDLINE

CONCRETE SKATEPARK DESIGN & CONSTRUCTION

klotz  associates



RECREATION DEVELOPMENT AND DESIGN
AND CONSTRUCTION OF THE BRYAN SKATEPARK
CITY OF BRYAN, TEXAS



4619 14TH AVE SW SEATTLE, WA 98106

PH. 206.932.6414

FAX 206.932.6840

WWW.GRINDLINE.COM



February 6th, 2014

City of Bryan
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803

**STATEMENT OF QUALIFICATIONS FOR THE CITY OF BRYAN, TX RFQ #14-024
DESIGN BUILD SERVICES FOR THE DESIGN AND CONSTRUCTION OF 2 SKATEPARKS**

Grindline Skateparks is proud to submit a Statement of Qualifications to the City of Bryan for the design and construction of 2 concrete skateparks. Founded in 1990 and incorporated in 2002, Grindline has been creating efficient and progressive cast in place concrete skateparks on over 250 successful projects across the country and around the world. As skateboarders, we relate to the local skaters to transform their skating preferences into a skatepark that they will enjoy now and into the future. We have had the pleasure of planning, designing and constructing the full spectrum of skateparks, including street plazas, bowl complexes, and parks which include both transitional and street features. Our parks range in size from the largest public concrete skatepark in North America to a simple "Skate Dot" obstacle. With Grindline's involvement, this skatepark will become associated with the very best parks in the country - long before ground has even been broken.

Grindline will lead the project as the Prime Consultant/Contractor and leverage our professional relationship with Klotz Associates for necessary engineering and landscape architecture services. Grindline and Klotz Associates were the design team for the Spring & Dylans Park Project in Spring, Texas, currently under construction by Grindline. Upon completion, this will be the largest skatepark in North America with over 75,000 sq ft of skateable concrete. Our experience as national skatepark design/builders combined with our team's familiarity with the City's processes and procedures will help ensure a smooth and successful project.

Within our submission you will find information about our team including previous project experience and references, our project understanding, and proposed approach. Collectively, we are enthusiastic about this project and are excited about the prospect of delivering a Skatepark that will enhance the City of Bryan and serve as an active recreation destination for the youth and families of the community.

Matt Fluegge



Chief Operations Officer
Grindline Skateparks
matt@grindline.com

TAB A - QUALIFICATIONS AND EXPERIENCE

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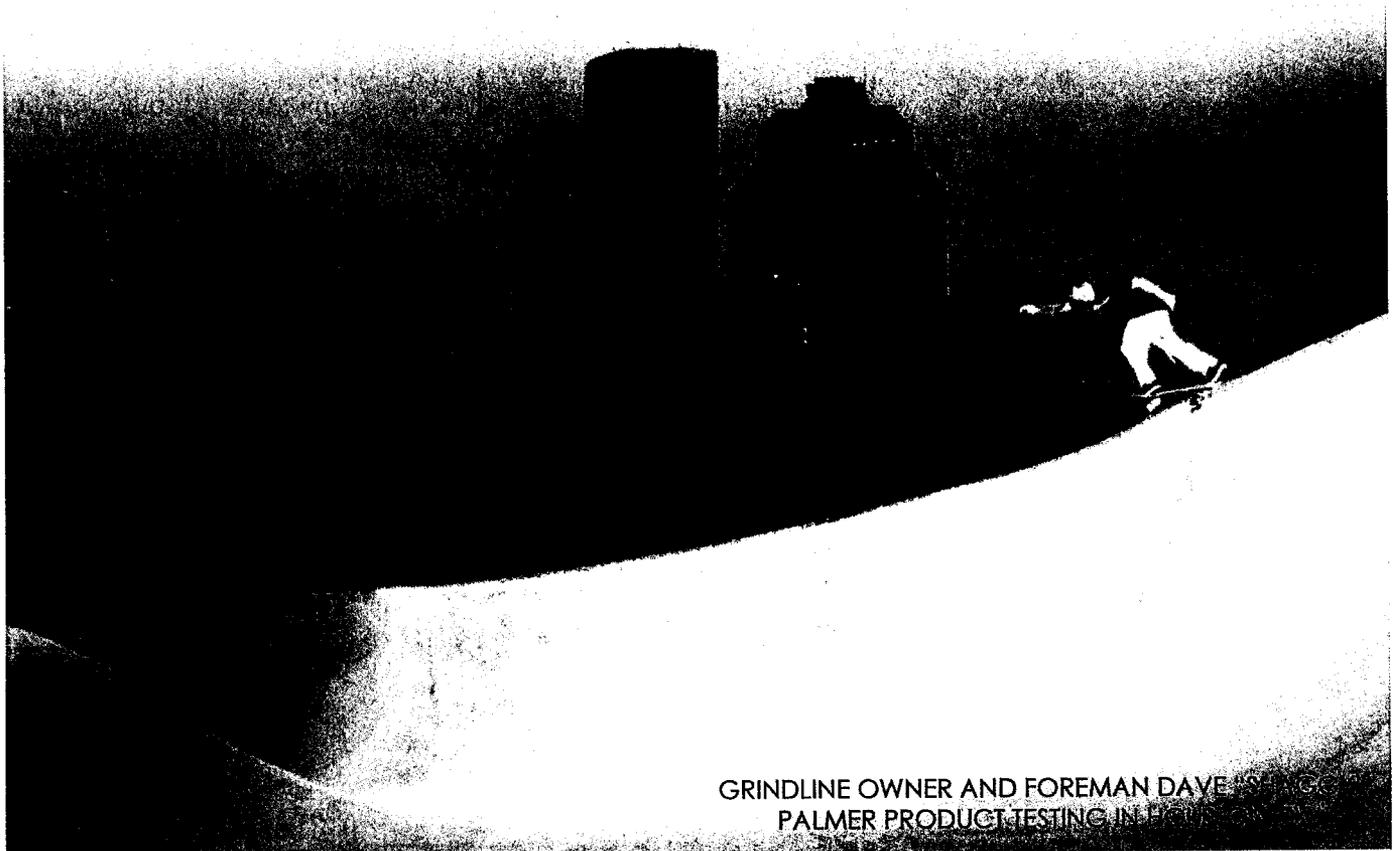
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GRINDLINE OWNER AND FOREMAN DAVE S. HIGGS
PALMER PRODUCT TESTING IN HOUSTON

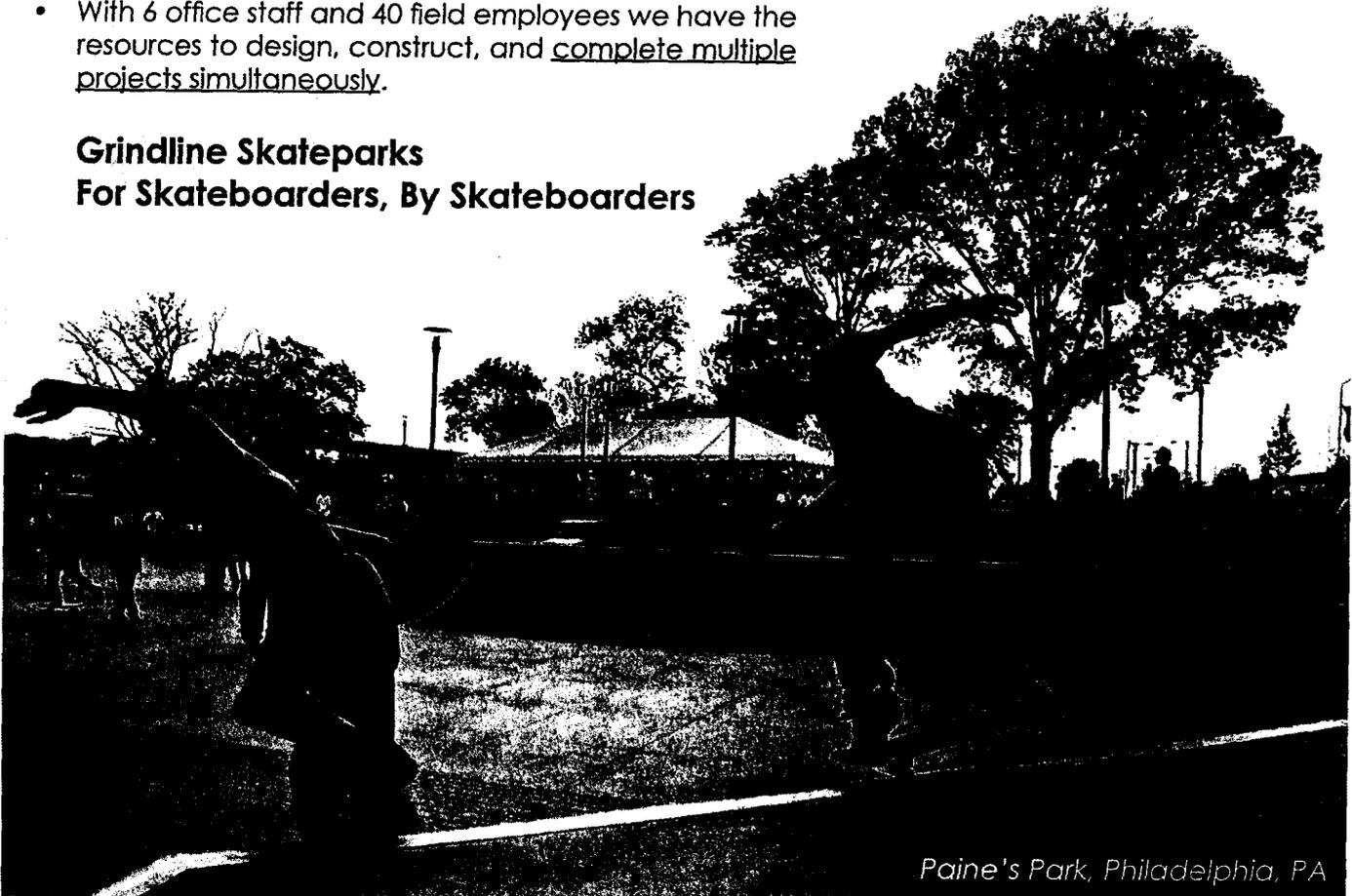
GRINDLINE SKATEPARKS, INC.

Grindline will serve as the Prime Consultant/Contractor on this project. We will and manage and carry out the design, construction and oversight of all subconsultants/subcontractors. Grindline Skateparks is a full service firm that exclusively engages in the planning, design and construction of cast in place concrete skateboard parks. Registered, bonded and insured nationwide, we have dedicated the last 20 years to evolving the science of skatepark design and construction and redefining the art of concrete skatepark architecture. The Grindline team has sketched and sculpted millions of tons of concrete into world class skatepark facilities across the globe for municipalities, counties and non-profit entities. Grindline's designs create progressive and engaging skateparks that appeal to all skateboarders. We satisfy the growing demands of today's skateboarding youth by providing long-lasting facilities for future generations of skate enthusiasts.

Our team is the most qualified for this project because we are:

- Skater-owned and operated - this attribute comes through in our consistent track record of producing the most innovative, original skatepark designs in the industry. As skateboarders, our reputation is built on the fact we always put the enjoyment of the skateboarding experience first.
- Our 10+ years experience of over 250 successful design and construction projects around the world give us the ability to create any type of park and overcome challenging site conditions.
- With 6 office staff and 40 field employees we have the resources to design, construct, and complete multiple projects simultaneously.

**Grindline Skateparks
For Skateboarders, By Skateboarders**



Paine's Park, Philadelphia, PA

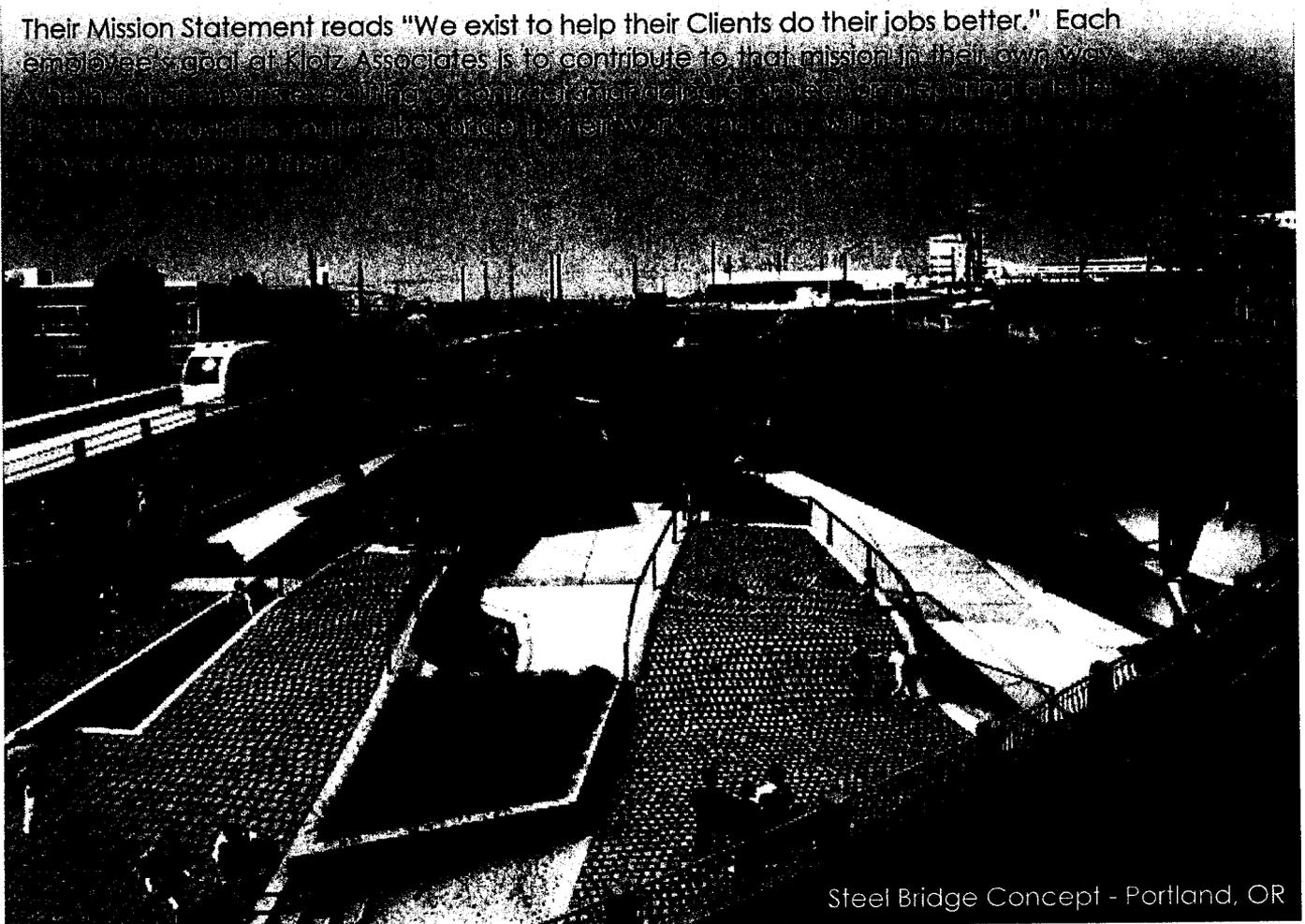
KLOTZ ASSOCIATES, INC.

Klotz Associates will provide civil/stormwater engineering and permitting services for the project. Grindline and Klotz Associates. Grindline and Klotz Associates successfully completed the design for a revitalization project of downtown Spring, Texas for the Greater Greenspoint Redevelopment Authority which included the largest skatepark in North America.

Klotz Associates is a Texas-based civil engineering firm with an emphasis on public works and infrastructure projects. For 29 years, their expertise has included public utilities, traffic and intelligent transportation systems, municipal services, road and bridge, land development, storm water, environmental, TxDOT, airport, toll road, construction management, transit and rail projects. They have provided civil engineering design and related services to over 40 Municipal Utility Districts, 50 Counties and 100 municipalities across the State of Texas, and over 85% of their work comes from repeat clients.

The lifeblood of any company is its people. Klotz Associates has a staff of 105 professionals including 50 licensed engineers in the State of Texas. This high percentage of licensed engineers is not common, and it contributes to their high level of experience and a broad base of knowledge. Their staff also includes Certified Floodplain Managers (CFM), Professional Traffic Operations Engineers (PTOE), a Licensed Professional Transportation Planner (PTP), a Certified Professional Hydrologist (PH), a Certified Professional in Erosion and Sediment Control (CPESC), Registered Professional Land Surveyors (RPLS), a Certified Wildlife Biologist (CWB) and a Board Certified Environmental Engineer (BCEE).

Their Mission Statement reads "We exist to help their Clients do their jobs better." Each employee's goal at Klotz Associates is to contribute to that mission in their own way. Whether that means executing a contract, managing a project, or providing a better product, Klotz Associates' employees take pride in their work, and that will be reflected in the quality of the work they do for their clients.



Steel Bridge Concept - Portland, OR

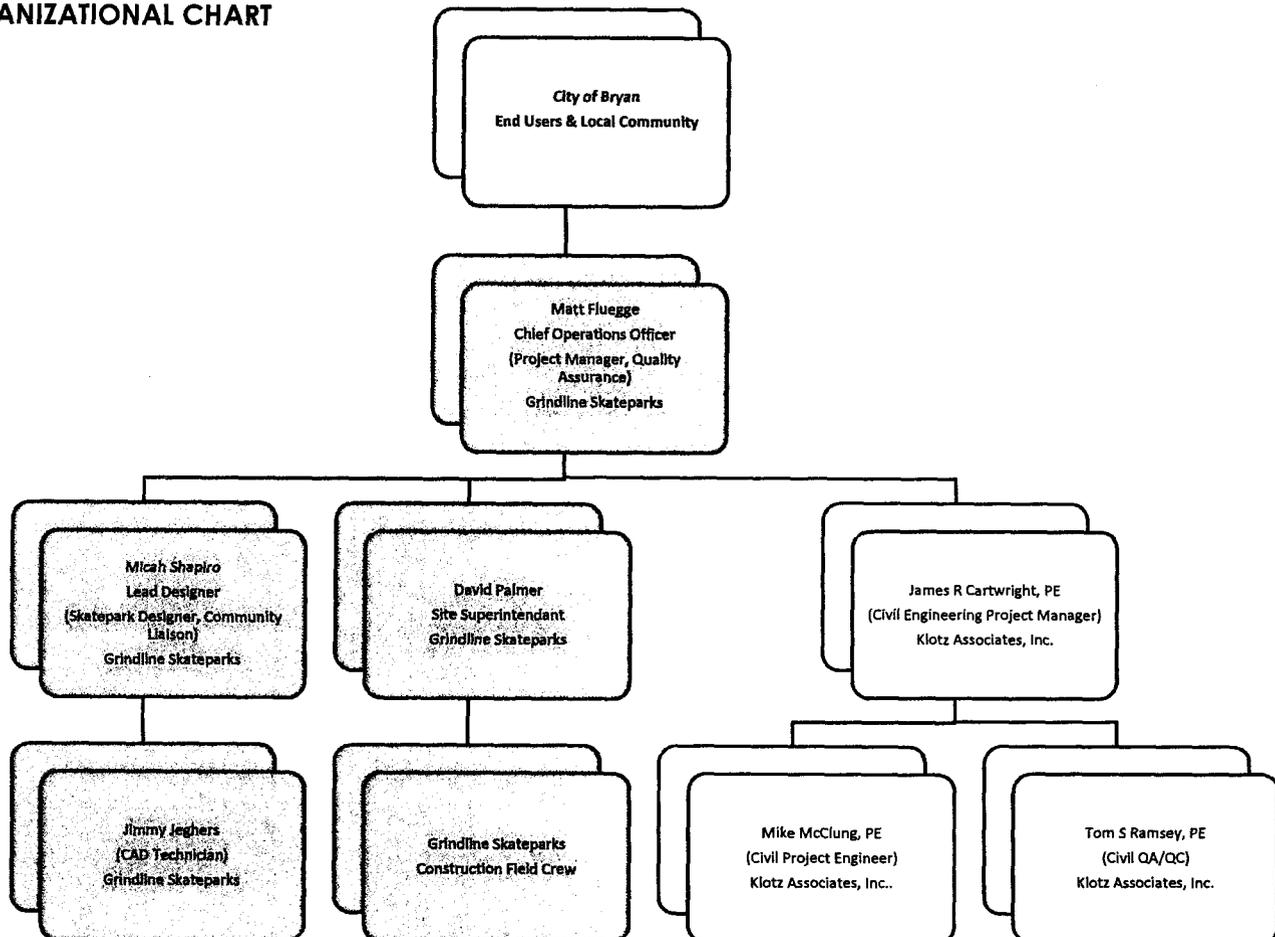
KEY PERSONNEL

Grindline has assembled a highly-skilled team of skatepark design-build professionals to deliver the requested scope for this project. Matt Fluegge, Dave Palmer, and Micah Shapiro have worked together on over 200 Grindline design and construction projects since 2005 - a team has worked together longer than any other in the industry. Our deep pool of construction manpower will allow us to construct both (or all) of these projects simultaneously. Grindline and Klotz have established a successful working relationship during the design and construction of North America's largest public concrete skatepark in Spring, TX. This collaborative and hands-on Design/Build Team will deliver a superior skatepark system to the City and community of Bryan.

MATT FLUEGGE, CHIEF OPERATIONS OFFICER, PRINCIPAL – GRINDLINE SKATEPARKS

As Grindline's Senior Principal and Chief Operations Officer for the past 10 years as well as an owner, Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, construction management, and project scheduling. Matt has extensive experience participating on interdisciplinary design teams, working with architects, engineers, surveyors, and artists. Matt reviews and approves all project deliverables, attends pre construction meetings and site visits, handles changes in the scope of contracts, and gets final acceptance of the projects. Matt's a life-long skater with many years of field experience with skatepark design and construction. Matt brings a tech savvy perspective to the project team with his experience in a number of different drafting and estimating programs. Matt is seasoned in managing both skatepark design and construction having produced public bid documents and successfully completing over fifty millions of dollars worth of public works projects for Grindline.

ORGANIZATIONAL CHART



MICAH SHAPIRO, LEAD DESIGNER, PRINCIPAL - GRINDLINE SKATEPARKS

Micah Shapiro will serve as the community liaison and lead designer for this project. He has served as the lead designer on over 200 Grindline projects and is well versed in the intricacies of working on a project of this type and scale. Mr. Shapiro has extensive experience in coordinating community input as well as balancing the needs of different user groups in order to provide a facility designed to accommodate all ages and abilities. His responsibilities include managing the community meetings for the project, coordination between the members of the design team and the client, and design of the skatepark elements.

DAVID PALMER, CONSTRUCTION FOREMAN, – GRINDLINE SKATEPARKS

Dave will be the Site Superintendant on this project and be the day to day onsite contact. As an owner and one of the founders of Grindline Skateparks, Dave Palmer has a personal stake in every skatepark we complete. Dave's skateboard knowledge combined with his 20+ years of concrete construction experience allows him to offer value engineering recommendations which can translate into additional skatepark square footage or contract savings.

CONSTRUCTION FIELD CREWS

Our current roster of 5 construction foremen and 35 field employees gives us the schedule flexibility to perform multiple projects simultaneously. Our field employees have built hundreds of skateparks between them, including the most famous and critically acclaimed parks in the world. The Grindline construction crews are all highly skilled concrete finishers who understand concrete and its complexities as well as all other phases of skatepark construction. They do it all: excavation, drainage, concrete form placement, rebar setting, concrete and shotcrete installation, and hand finishing of the skate surface to the buttery-smooth consistency Grindline skateparks are famous for. Every Grindline field employee is required to donate 100's of hours of their time building skateparks before they are considered for employment and has a passion for skateboarding in their blood. An addiction for riding four wheeled planks of wood is a strict requirement for employment.

JAMES R. CARTWRIGHT, PE, LAND DEVELOPMENT DEPARTMENT MANAGER - KLOTZ ASSOCIATES

James Cartwright will serve as Klotz's Project Manager and will supervise and control all project activities as well as monitor project schedule and budget. He will be Klotz's primary point of contact for the project and will provide regular progress reports to the design team and client as well as arrange progress meetings when necessary. Mr. Cartwright will oversee quality control on all aspects of the project.

MICHAEL R. MCCLUNG, PE, PROJECT MANAGER - KLOTZ ASSOCIATES

As the Project Engineer, Mike McClung will be the lead engineer responsible for the overall design, plan production, specifications, and cost estimates. He will also assist in construction phase services as needed.

TOM S. RAMSEY, PE, SENIOR VICE PRESIDENT - KLOTZ ASSOCIATES

Tom Ramsey will oversee QA/QC for the project and provide the final review prior to all submittals as well as provide resources for the project depending on workload and scheduling. He will serve as secondary point of contact for Klotz when the Project Manager is unavailable. Mr. Ramsey is also available to coordinate efforts with jurisdictional agencies when necessary.

MATT FLUEGGE

Principal, Chief Operations Officer



Educational Background:
Bachelor of Landscape
Architecture,
Washington State University

Continuing Education Efforts:
Post Graduate Project
Management Program,
University of Washington;

Experience:
10 years as the Principal
Project Manager on over
200 Skatepark Design and
Construction Projects for
Grindline
Owner since 2007

Qualifying Party for State
Contractor's License in ID,
OR, CA, AZ, HI, NM, WV, FL,
NC, SC, LA, MS, MT, WA, VA



Judkins Park Skatepark

As Grindline's Senior Principal and Chief Operations Officer, Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, and project scheduling. Matt has extensive experience participating on interdisciplinary design teams, working with architects, engineers, surveyors, and artists. Matt reviews and approves all project deliverables, attends pre construction meetings and site visits, handles changes in the scope of contracts and gets final acceptance of the projects. He brings a tech savvy perspective to the project team with his experience in a number of different drafting and estimating programs. Matt is seasoned in managing both skatepark design and construction having produced public bid documents and successfully completing fifty million of dollars worth of public works projects for Grindline.

Kiwanis Skatepark, Lewiston, ID - As Principal Project Manager for the Design and Construction of the 14,000 sq ft Lewiston Skatepark, Matt was responsible for managing the design team as well as working closely with the City in order to maximize funds through use of labor performed by City personnel, and local material in-kind donation in order to maximize the projects construction budget. Matt Continued this coordination throughout the construction phase with orchestrating sequencing between the Grindline crew, City of Lewiston work crews, subcontractors, and material suppliers. In the end the City of Lewiston was able to add an additional bowl due to the value engineering led by Grindline. The addition was easily implemented as it was considered during the design phase and included in the construction documents as an add alternate.

Lee and Joe Jamail Skatepark, Houston, TX - Mr. Fluegge served as the Principal Project Manager, Design and Construction. Tasks included coordination with multiple disciplines of the design team, landscape architects, civil and structural engineers, In house management of conceptual design and construction documents and preparation of preliminary and final cost estimates, development and implementation of solutions to resolve issues of budget constraints, underground utilities, unsuitable soil conditions, review and approval of final as-built drawings including drainage system and steel placement, and management of the \$800,000 construction project through certificate of occupancy from City of Houston Building Department.

Judkins Park Skatepark, Seattle, WA - Matt Served as Principal Project Manager for both design and construction of the Judkins Skatepark project in Seattle WA. Mr. Fluegge worked with an in house Seattle Parks Landscape Architect and Project Manager throughout the design and construction to ensure a cohesive process throughout the entire project. This facility also consisted of further coordination between 4 public agencies: Seattle Parks & Recreation, Department of Planning and Development, Seattle Department of transportation, and Washington State Department of Transportation. The final design implemented strict on-site drainage infiltration requirements and while playing off of the "Mountains to Sound" theme of the adjacent I-90 Freeway corridor. The park and surrounding landscape included features inspired by the nearby Cascade Mountains, the I-90 interstate tunnel which is the gateway into Seattle from the east, and Puget Sound.

MICAH SHAPIRO

Principal, Lead Designer

GRINDLINE

CONCRETE SKATEPARK DESIGN & CONSTRUCTION

Educational Background:
Associate of Arts, Green River Community College

Continuing Education Efforts:
AutoCad, Rhino, Microsoft Project, Project Management

Experience:
9 years as the Grindline's Lead Designer and Project Manager on over 200 Skatepark Design Projects

Micah Shapiro is the Lead Designer of Grindline Skateparks Inc. His 30 years of skateboarding and 12 years of experience working in the skateboard industry, both as a team manager and a designer of professional contest courses allow him to have his finger on the pulse of what is currently popular and where the future can go with the skateboarding youth of today. Micah approaches skatepark design with the philosophy that skateboarders themselves inspire the design and providing an outlet to develop their skills and talents is what he does best. He also has extensive experience working and collaborating with clients, communities and key stakeholders, understanding the significant value of local skateboarders' participation in the design of their Skatepark. This process provides the local skatepark community with a sense of ownership in the project and imbues each park with a distinctive personality that fits the surrounding context and responds to the specific needs of the community. At Grindline headquarters, Micah leads weekly design meetings attended by our Project Director, CAD technicians, and members of our field crew (who are all enthusiastic skateboarders themselves) to collaborate on new skatepark concepts and make recommendations based on constructability.

Specific Project Experience

Steel Bridge Skatepark, Portland, OR - Mr. Shapiro served as the Skatepark Designer on a multi-disciplinary team tasked with a development plan for the Steel Bridge Skatepark in Portland, OR. The goal of this project was to create a unique urban landscape, able to serve as both a regional attractor and more community-based gathering space which accommodates both skaters and non-skating observers. Responsibilities included integrating the flow of the street skating and transitional bowls into the site's existing topography of buttresses and swales, coordination with the rest of the design team, and presenting information to the stakeholder groups involved in the project. The result is a true urban downtown park, primarily focused on integration of components and creating a safe, aesthetically pleasing and sustainable hybrid of architecture, landscape, infrastructure, and public art.

Spring Park, Houston, TX - Mr. Shapiro served as the Lead Designer for this project, which when constructed in 2013, will be the largest skatepark in North America. With 78,000 sq ft of skateable concrete, expectations were high for this project. There was also large turnout at the community meetings with differences of opinions with regards to the skateable elements that should be in the park. Through thoughtful facilitation of the public input process and careful design, Mr. Shapiro was able to find consensus among end users to come up with a design that met the bar that a project of this nature required.

Jefferson Skatepark, Seattle, WA - The selected site for the Jefferson Skatepark was constrained on all sides by existing park elements and require careful attention to grading and avoidance of underground utilities to integrate the skatepark with its surroundings. As the Project Manager and Lead Designer on this project, Mr. Shapiro was able to find consensus among end users to come up with a design that fit the park within these constraints, while maintaining a design that the stakeholders requested. During construction, Mr. Shapiro conducted a pre-construction meeting and numerous site visits to supervise construction as well as providing clarification on RFI's to ensure the success of the park.



Micah Shapiro



Jefferson Skatepark

DAVID PALMER

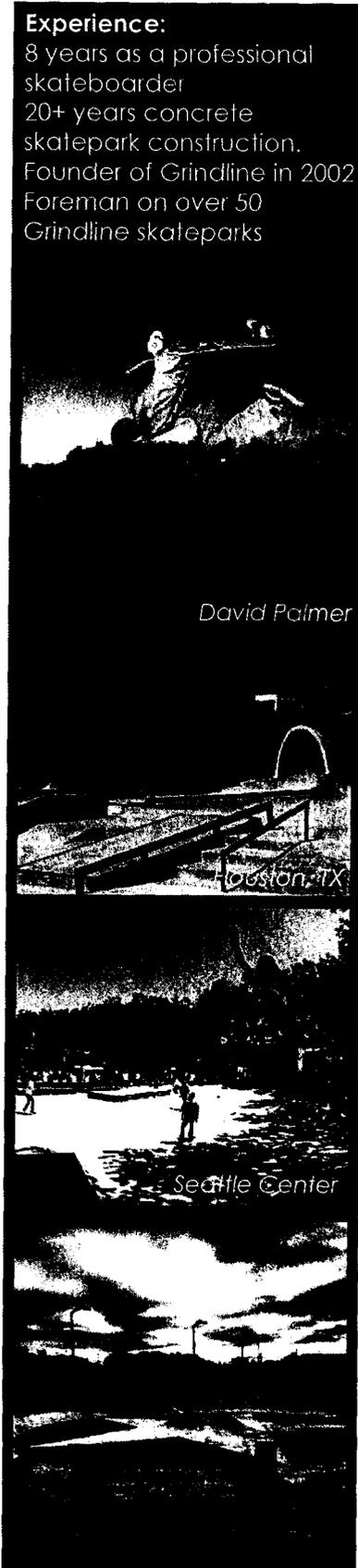
Owner, Field Superintendant

GRINDLINE

CONCRETE SKATEPARK DESIGN & CONSTRUCTION

Experience:

8 years as a professional skateboarder
20+ years concrete skatepark construction.
Founder of Grindline in 2002
Foreman on over 50 Grindline skateparks



Born and raised in Phoenix, Dave began riding skateboards at a young age which eventually led to a 8 year career as a professional skateboarder. In 1997 Dave switched gears and became involved in skatepark construction, and was a member of the construction team that constructed the Vans skateparks across the nation. Dave joined Rob Owen and Mark Hubbard to found Grindline Skateparks in 2002. Dave's strengths are his attention to detail and his ability to stay under budget and on schedule while coming up with creative ideas for skatepark elements. Dave has been the foreman on some of our highest profile projects such as the world class Jamail Skatepark in Houston, TX and the Seattle Center Skateplaza. Dave's skateboard knowledge combined with his 13 years of concrete construction experience allows him to come up with field alternates which can translate into plan ideas that value engineer and further improve our designs.

Specific Project Experience

Jamail Skatepark, Houston, TX - Mr. Palmer served as the Foreman for the Lee and Joe Jamail Skatepark in downtown Houston in 2008. This 35,000 sq ft skatepark required coordination with the prime contractor and construction of a large world class faculty in an active existing park. There were large underground pipes running through the site that had to be avoided during construction. The site is located in a former bayou and has a highly fluctuating water table level. Dave met the challenge of constructing this skatepark into an environmentally sensitive location and finished the project on time and within budget in June 2008.

Seattle Center Skatepark, Seattle, WA - Mr. Palmer was the Foreman on the Seattle Center Plaza Skatepark, which was one of the most challenging skatepark projects ever constructed. The park was constructed on top of an existing basement which serves as the kitchen facilities for Key Arena, a large venue for sporting and music events in Seattle. These facilities had to remain open throughout the construction. Construction needed to be coordinated around the various events that are constantly going on at the surrounding venues. Because of weight limitations of the existing roof, all the fill for the park is shaped out of foam.

Spring Park Skatepark, Spring, TX - Dave Palmer has recently been executing the challenge of leading the construction of North America's largest public concrete skatepark, and beyond that he has been expected to complete this project consisting of over 2200 cubic yards of concrete in under 12 months. Dave formulated a plan to orchestrate two full crews working simultaneously on the project. One full crew to perform set up work, and another full crew chasing down the set up crew performing shotcrete & concrete. At peak times of the project Mr. Palmer has been responsible for managing over 20 field crew members, monitoring both performance and quality. With the project also consisting of multiple integral concrete colors, acid staining, and other artistic features, a strategic plan had to be developed for pour sequencing. With only 6 weeks to go Dave is on his way to completing this massive project both on time, and on budget.

Responsibility

Mr. Cartwright's responsibilities include planning, budgetary control, schedules, design, quality control and assurance, permitting and project coordination within the firm and with the client, as well as efficient staff utilization and programming within the Land Development Department in the Houston office.

Professional experience

Mr. Cartwright has 22 years of experience in the engineering design and construction administration of Civil Engineering projects. He has been responsible for the civil design and construction of public and private infrastructure projects including water and sanitary sewer plant facilities, water line and sanitary sewer trunk lines, site development projects, drainage and detention facilities, and recreation areas. He has directed the planning, engineering, and construction of numerous projects in and around southeast Texas including City of Conroe, City of Houston, City of Katy, City of Missouri City, City of Pearland, City of Richmond, City of Rosenberg, City of Seabrook, Brazoria County, Chambers County, Fort Bend County, Galveston County, Harris County and Montgomery County.

Project Experience

British Petroleum/Kroger, Texas City, Texas

- Project consisted of 12 acres of parking re-design and rehabilitation to relocate the corporate offices of British Petroleum within Texas City
- Tasks included drainage, paving, grading and phasing done while maintaining traffic necessary to support the ongoing operation of Kroger retail center and surrounding businesses

City of Rosenberg State Highway 36 Sidewalk Project, Rosenberg, Texas

- Project included 2.3 miles of 5-foot sidewalk along the east side of SH 36 from US 90A to Seabourne Creek Park
- Project was ADA compliant, which resulted in upgrading all existing ADA facilities on both sides of SH 36 along the route

TXDOT/Sugar Land Park-in-Ride, University of Houston, Sugar Land, Texas

- Project consisted of a 10-acre joint use facility between the University of Houston and TXDOT who agreed to construct a joint Park-in-Ride facility and campus parking lot with TXDOT occupying the facility during the day and the University during the evening
- This project saved funds by not having to construct two separate facilities
- Included in the project was design and construction of a section of University Boulevard, parking lots for 600+ vehicles and an off-site detention pond

Katy Mills Mall, Katy, Texas

- Project consisted of design grading of site in preparation for the initial 55-acres of parking lot for mall retail stores
- Designed water, wastewater, storm sewer and streets for a one-mile segment of Kingsland Boulevard in south Katy, Texas
- Scope of work included design and cost estimates for a 1,000,000 cubic-yard detention pond spread on 640-acre site, 3,500 linear feet of offsite drainage channel and four lanes of pavement

New Waverly ISD, New Waverly, Texas

- Project included design for 4-acres of parking lot pavement additions for the Elementary School and Junior High School
- Design included water, sewer, drainage, detention and grading for the expansion of buildings
- New parking lot was designed for Elementary School and renovations with additions were designed for Junior High School

Cypress-Fairbanks ISD, Houston, Texas

- Project included designing 2 acres of parking lot pavement resurfacing for Dean Junior High School
- Design included drainage, detention and grading for expansion of buildings and resurfacing of parking while maintaining school operation

Education

BS, Civil Engineering, Texas Tech University, 1992

Licenses

Professional Engineer in Texas

Professional Affiliations

American Society of

Civil Engineers

National Society of

Professional Engineers

Texas Society of Professional

Engineers, Board Director 1993-

1994, 1996-1997, 1999 - 2002

Engineering & Science Council of

Houston, Past President, 2004-2005, President, 2003-2004

Awards

2000 Young Engineer of the Year, Greater Houston Chapter, TSPE

1997 Young Engineer of the Year, Sam Houston Chapter TSPE

Responsibility

As a Project Manager, Mr. McClung is responsible for roadway design that satisfies all project criteria, as well as the needs of the client. He has participated in transportation design services, including roadway design and development of plans, specifications and estimates (PS&E).

Professional experience

Mr. McClung has 10 years of civil engineering experience in preparation of plans and specifications. He has specific roadway PS&E and schematic design experience and is familiar with MicroStation and Geopak. He has also been responsible for the civil design and construction of public and private infrastructure projects including water line and sanitary sewer trunk lines, site development projects, drainage and detention facilities and recreation areas.

Project Experience

Greater Greenspoint Redevelopment Authority Spring Skate Park, Houston, Texas

- Served as Project Engineer for design of world class, competition level skate park
- The Spring Skate Park is located on a 10-acre site located in the Southwest corner of W. Rankin and Kuykendahl
- The skate area of the park has an estimated 75,000 square foot of skateboard terrain including transitional and street skating challenges for beginners, intermediate and expert levels
- One key feature is a 1-acre area specifically designed for handicapped and mobility challenged children
- The entire development is located within the flood plain and will be a Low Impact Design area with LEED elements
- Sustainable design features to be incorporated include bioswales, grey water irrigation, solar lighting, vegetated erosion controls, pervious walkway materials and maintaining the existing wetlands by including them into the green areas of the park
- Prepared design documents and specifications
- Provided construction phase services

City of Mont Belvieu Sanitary Sewer Facilities Improvements and Eagle Drive Sanitary Sewer Extension, Mont Belvieu, Texas

- Located alignments that reduced the amount of

- property acquisition versus right ROW corridors
- Phased and sequenced the construction of the new system with the bypass and abandonment of the existing system
- Coordinated concurrent City projects within the same project limits through monthly progress meetings, frequent client updates and a project website used a clearinghouse for stakeholders activities and schedules
- Prepared a traffic control plan and sequencing to allow construction near residential collector streets and provided 24 hour ingress/egress for pedestrian and vehicular traffic with the subdivisions
- Project included the abandonment/ decommissioning of seven lift stations located in various neighborhoods and the installation of approximately 11,000 feet of various sizes of gravity sanitary sewer up to depths of 23 feet to intercept the lift stations and to convey to a newly constructed trunk sewer
- The project included pavement reconstruction, water line and other utility adjustments
- The project location varied and included construction on state and local streets and in easements through residential and semi-rural areas
- Handled GLO coordination and funding paperwork
- Performed bidding and construction phase services

City of Mont Belvieu City Hall Drainage Improvements, Mont Belvieu, Texas

- Served as Project Engineer to improve drainage at City Hall property and reduce ponding in the parking area
- Designed drainage improvements including regrading the property and added swales to provide positive drainage to roadside ditches
- Prepared design, specifications and construction cost estimate
- Handled GLO coordination and funding paperwork
- Performed bidding and construction phase services

Education

BS, Civil Engineering, Texas A&M
University, 2004

Licenses

Professional Engineer in Texas

Responsibility

Mr. Ramsey serves as Project Manager on significant projects, and is responsible for overall quality control, staff development, client relations and final review of all projects.

Professional experience

Mr. Ramsey has 40 years of civil engineering experience and has been a member of the Klotz Associates team since 1993. He has led projects including environmental site remediation, landfills, ground water, mining facilities, water, wastewater, paving, drainage, environmental impact statements, transportation and construction management.

Project Experience

Texas A&M University Easterwood Airport Storm Drainage Renovation Phase I, College Station, Texas

- Renovation of the existing 50-year old airfield storm drainage system
- Field study phase where drainage lines were video inspected via a remote tractor mounted camera
- Drainage structures were analyzed on the basis of the video inspections, visual inspection, and their hydraulic capacity as determined with the use of NETWORKX storm drainage software
- Final construction documents entailed the replacement of drainage lines, point repairs on other existing lines and regarding infield areas

City of College Station Bikeway Program, College Station, Texas

- Statewide Transportation Enhancement Program (STEP) Project
- Consulting services associated with the development of an eight-mile bike loop system for the City of College Station
- Bikeway will effectively link Texas A&M University,

major residential areas, major park facilities, area mall and several apartment complexes

- The alignment involved four miles of new eight-foot to ten-foot-wide bike paths and four miles of bike lanes along streets
- Development of a preliminary engineering report which addressed numerous issues including impact on drainage, bridge crossings, civic and bicycle group concerns and city park impacts
- Design of Texas Avenue through TxDOT drainage facility

City of Bryan FM 1179 Utility Relocations, Bryan, Texas

- Relocated the water and sewer lines at the intersection of FM 1179, Wellborn Road and Finfeather Road
- Relocated utilities to accommodate for improvements that TxDOT will make on the intersection
- Coordinated with TxDOT and other utilities on the intersection
- Obtained a TxDOT permit and a railroad permit for construction
- Relocated utilities including 2,190 linear feet of 12-inch water line, 660 linear feet of 6-inch water line, 656 linear feet of 10-inch sanitary sewer, 426 linear feet of 8-inch sanitary sewer and five manholes

Education

BS in Civil Engineering Texas A&M University, 1974

Licenses

Professional Engineer in Texas

Professional Affiliations

- Mayor of the City of Spring Valley, Texas
- Houston Council of Engineering Companies, Past President
- American Public Works Association, Past President

- American Society of Civil Engineers, Past President, Houston Branch
- National Society of Professional Engineers
- National Association of Environmental Professionals
- Texas Society of Professional Engineers, Past President Elect, San Jacinto Chapter
- National ASCE Committee on

Environmental Remediation, Past Chairman
- Chi Epsilon, National Honor Fraternity

TxDOT Precertifications

2.13.1, 4.1.1, 4.2.1, 4.3.1, 7.1.1, 7.3.1, 8.1.1, 8.3.1, 9.1.1, 11.1.1

TxDOT Sequence Number:

16701

PHILADELPHIA'S PAINE'S PARK

OWNER:
CITY OF PHILADELPHIA, PA

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
SKATEPARK SUBCONTRACTOR

SCHEDULE:
DESIGN: 2009 - 2011
CONSTRUCTION: DEC. 2012

BUDGET:
\$5,000,000 TOTAL

SIZE: 60,000 SQ. FT.

CONTACTS:

JOSH NIMS
EXECUTIVE DIRECTOR
FRANKLIN'S PAINE
SKATEPARK FUND
(215) 713-5553
JNIMS@FRANKLINSPAINE.COM

ANTHONY BRACCALI, AIA
FRIDAY ARCHITECTS
215-564-0814 ext. 20
ABRACALI@FRIDAYARC.COM

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

ROB OWEN
SITE SUPERINTENDENT



PROJECT SUMMARY:

As a centerpiece within metropolitan Philadelphia, Paine's Park demonstrates the premier level of artistry in skatepark design while integrating skateboarding into a dense urban setting. Since the project was first conceptualized in 2002, it has become a model for a new kind of dialogue between skateboarding, landscape architecture, and city planning. Set along the banks of the Schuylkill River, adjacent to the Philadelphia Museum of Art, Paine's Park innovative design accommodates skateboarding as an important energizing force behind the life and movement of public space.



Throughout the design process, Grindline provided design of skateable elements, review of overall architectural skateability and value engineering of skateable surfaces. During construction, Grindline's signature smooth concrete finish, intricate brick bank stamping and stainless steel edging have already generated acclaim for Paine's Park as the highest level of concrete craftsmanship in skatepark construction to date.



SPRING PARK SKATEPARK

OWNER:
CITY OF HOUSTON, TX

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
SKATEPARK SUBCONTRACTOR

SCHEDULE:
DESIGN: APRIL- AUG 2012
CONSTRUCTION: JAN. 2013

BUDGET:
DESIGN: \$79,000
CONSTRUCTION: \$1,890,000

SIZE: 75,000 SQ. FT.

CONTACTS:

SALLY BRADFORD
GREENSPPOINT
REDEVELOPMENT
AUTHORITY
(281) 877- 9952

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

DAVE PALMER
SITE SUPERINTENDENT

CIVIL ENGINEERING
KLOTZ ASSOCIATES, INC



PROJECT SUMMARY:

Upon completion, Spring Park will be the largest skatepark in the Western Hemisphere. The City of Houston requested to push the limits and create a facility that would not only attract skateboarders internationally, but would also attract professional televised contest events. The city of Houston is currently negotiating with ESPN to host an X-games event at the park sometime in 2014.

This 75,000 sq. ft. destination has various bowls and street features that will accommodate any skateboarder skill level. Some of these features include granite ledges, a full pipe, and the use of integral colored concrete throughout the park.

As construction has begun, Spring Park is quickly building buzz in the skatepark community in anticipation of its grand opening. Skaters, Facebookers and Bloggers around the world are considering Spring Park as the most epic skatepark ever constructed. Along with Jamil Skatepark and others, the City of Houston is quickly becoming known as the skateboarders mecca of the southeast.



LEE & JOE JAMAIL SKATEPARK

OWNER:
CITY OF HOUSTON, TX

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
SPECIALTY SUBCONTRACTOR

SCHEDULE:
DESIGN: DEC. 2005- JUNE
2006
CONSTRUCTION: JUNE, 2007
- APRIL 2008

BUDGET:
\$901,000 SKATEPARK
\$1,900,000 TOTAL

SIZE: 25,000 SQ. FT.

CONTACTS:

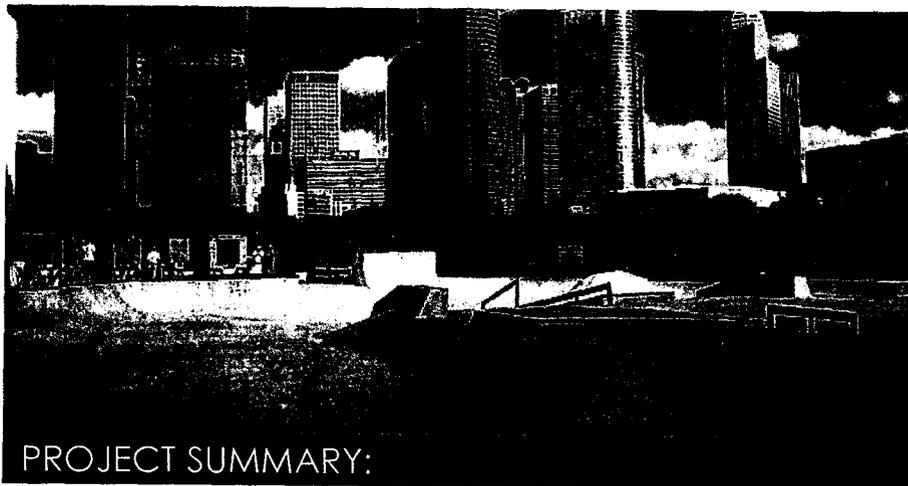
BARRY BLUMENTHAL
DIRECTOR, PUSH
(PUBLIC USE SKATEPARKS
HOUSTON)
(281) 658-4762

TRENT RONDOT
PROJECT MANAGER
HOUSTON PARKS BOARD
(713) 942-8500

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

DAVE PALMER
SITE SUPERINTENDENT



PROJECT SUMMARY:

Grindline was exclusively selected to design and construct Houston's new public skatepark because of our extensive experience and reputation amongst skateboarders and past clients. Featuring 3 bowls and a large flowing street course, this 35,000 sq. ft. skatepark is one of the largest skateparks in the nation. The Owner's goal for this project was a design for the premier skatepark in the United States, a facility that would attract skaters from across the globe.

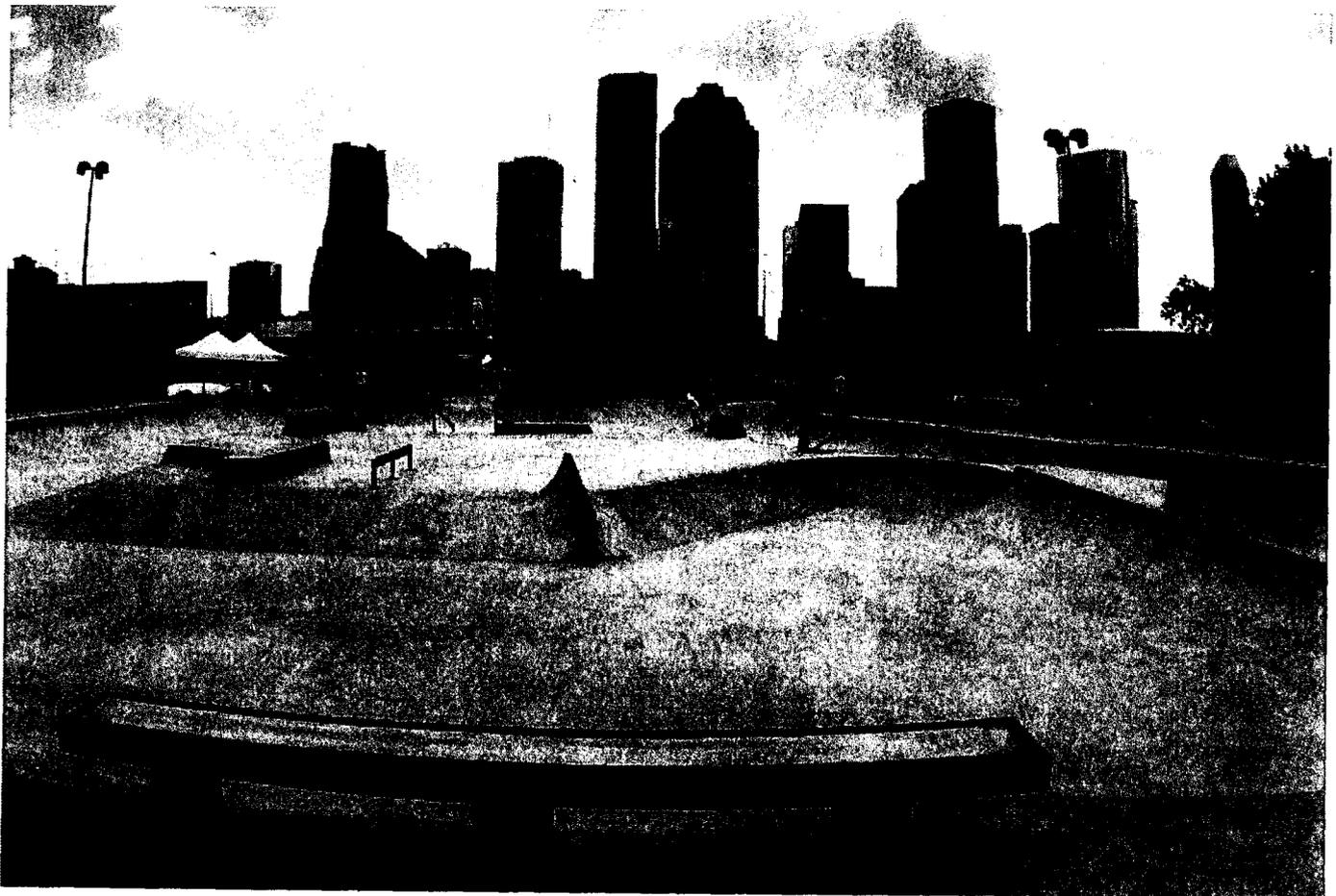
We met the challenge of integrating this skatepark into an environmentally sensitive location. The site is located in a former bayou and has a highly fluctuating water table level. The drainage system is designed to use the bowls as detention to prevent build up of hydrostatic pressure under the park in the event of a major storm. This system was put to the test in September 2008 when Hurricane Ike hit Houston. The drainage system functioned as designed and the skatepark was back in operation in less than a week after the storm.

To kick the project off Grindline met with Clark Condon (who was the prime design firm on this project), PUSH, and the rest of the design team to identify the specific goals, budget and schedule for this project. The result of this meeting was documented design criteria supported by all participants which formed the direction and basis of the preliminary design. Collaborating with all members of the design team, and based on the criteria set forth from the kick off meeting, Grindline developed preliminary concepts to present to back to the team as well as the community. During the preliminary design, meetings were held with the city project manager and the design team to verify progress, facilitate communication, and proactively address any conflicts or





During final design development, the city manager decided that the skatepark needed to be reduced about 25% in size due to budget constraints for construction. Grindline accomplished this under severe time restrictions while still maintaining the project goals. Later, the utilities review determined that no substantial skate elements could be built over an 18" pipe that ran through the site from the reservoir next door. Again, the design was modified to include green space and shade structures and form a natural separator between the street area and the larger advanced bowls. Once the City had completed their design reviews, the construction documents were drafted by our in house drafting team for comments and revisions. The final permit set was delivered to the Building Department and the project was given the green light for construction. The project was completed on time and within budget. Over 70,000 skateboarders have entered this park since opening in June 2008.



G. HYSMITH SKATE PARK



OWNER:
CITY OF COLLEGE STATION, TX

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
CONSTRUCTION
ADMINISTRATION

SCHEDULE:
DESIGN JULY 2009 - JUNE 2010,
CONSTRUCTION ADMINISTRATION
MARCH - AUGUST 2011

BUDGET:
\$85,000 DESIGN
\$920,000 CONSTRUCTION

SIZE: 15,000 SQ. FT.

CONTACTS:
EDWARD MCDONALD, EIT
CITY OF COLLEGE STATION
(979) 764-3528 PHONE
(979) 764-3489 FAX
EMCDONALD@CSTX.GOV

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER
CONSTRUCTION ADMINISTRATION

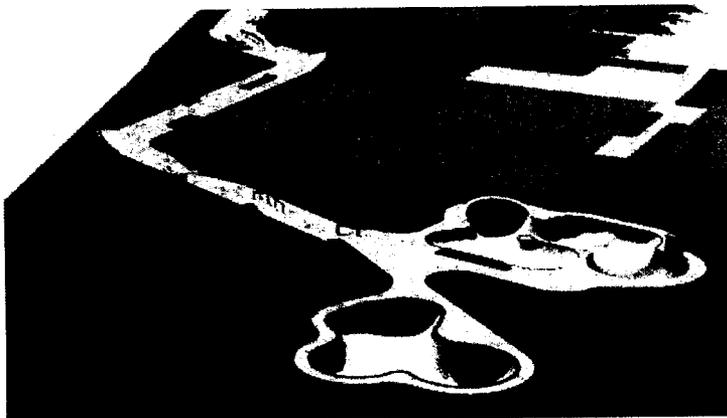
MICAH SHAPIRO
LEAD DESIGNER

PROJECT SUMMARY:

Grindline was selected as the Skatepark Subconsultant to design the Garrett Hysmith Skatepark for the City of College Station in 2009. The process started with a site analysis of 5 potential sites, with the Southwood Athletic Complex being selected as the final site. Skateboarders were skating the covered walkways that connected the current uses at the park, which was causing conflict with other park users. This would have been exacerbated as the only connection between the parking lot and the proposed skatepark site was these covered walkways. Grindline's solution was to create a skateable path that connected the parking lot and the bowls at the skatepark site, thereby bypassing the walkways. Not only did this alleviate the user conflict issue but it created a unique skateboarding experience. Skaters had a 500' long path with numerous elements that served as a "transportainment" system to move them through the park.

Grindline was contracted to perform construction administration services. Our first scope item of this phase included inspecting the quality of previous work of the low bidding contractor's specialty contractor. Matt Fluegge met with the Prime Consultant and representatives from the City of College Station to travel around to the parks that the specialty contractor had been involved with, and point out success and deficiencies in the work. These observations were to determine whether or not the specialty contractor was qualified to complete the specialty work on this project.

Once the contract was awarded and construction commenced we attended the pre-construction meeting, and made several site visits at key specialty work milestones (such as before and during the first shotcrete pour) in order to observe construction techniques and quality of work.



SAN ANTONIO SKATEPARKS

OWNER:
CITY OF SAN ANTONIO, TX

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
PRIME CONTRACTOR

SCHEDULE:
DESIGN: APRIL- APRIL, 2011
CONSTRUCTION: MAY -NOV. 11

BUDGET:
DESIGN: \$50,900

NANI FALCONE- \$310,00
LACKLAND TERRACE- \$269,000
ROSEDALE- \$414,727
CHANGE ORDERS- \$30,000

SIZE:
NANI FALCONE- 5,000 SQ. FT.
LACKLAND TERRACE- 4,700 SQ. FT.
ROSEDALE- 7,500 SQ. FT.

CONTACTS:

MARK WITTLINGER
CAPITAL IMPROVEMENTS
CITY OF SAN ANTONIO, TX
(210) 207 2874

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

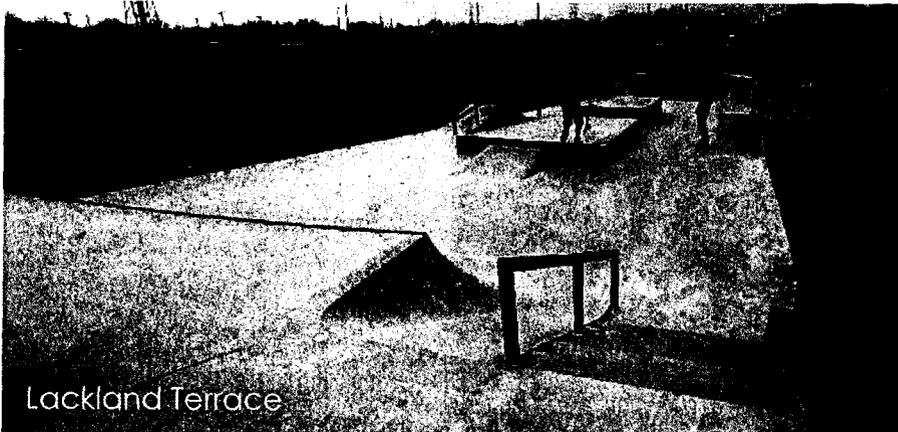
MICAH SHAPIRO
LEAD DESIGNER

DAVE PALMER
SITE SUPERINTENDENT

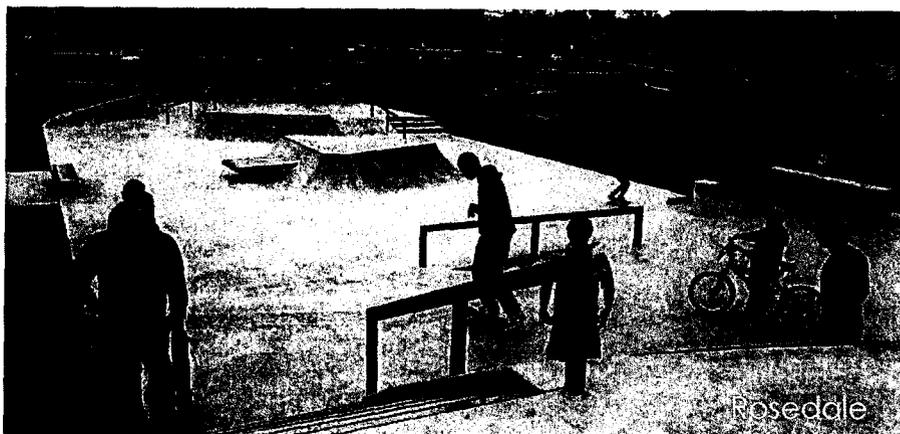


PROJECT SUMMARY:

The City of San Antonio pooled targeted funds from three different Park Districts to select one Specialized Skatepark Design/Build Firm to create three world class skate facilities (one in each district) under one design/build contract. The City wanted all three parks constructed at the same time, which Grindline was able to accommodate by staggering construction tasks for the projects. All three project were completed on time and budget even though each site contained unsuitable soil conditions. The three sites contained highly plastic expansive clay soils that included problematic PVR (Potential Vertical Rise) values ranging from 3 to 4.5". Extensive over excavation, placement of a moisture barrier and select fill, additional reinforcing steel, and perimeter grade beams were all implemented to bring the PVR to the desired values for skatepark construction.



Change orders for \$30,000 had to be issued do to highly contaminated soils that Owner was not aware of. Under a regular general contractor, the amount to remediate the site would have been in the upwards of \$75,000 – but due to our team's experience with complicated site conditions we were able to offer a cost effective solution reducing the impact to the budget and keeping the schedule on track.



JUDKINS PARK SKATEPARK

OWNER:
CITY OF SEATTLE, WA

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
PRIME CONTRACTOR

SCHEDULE:
DESIGN SCHEDULE:
SEPTEMBER 2011 TO AUGUST
2012
CONSTRUCTION SCHEDULE:
SEPTEMBER 2012 TO MARCH
2013

BUDGET:
\$21,725 FOR DESIGN
\$331,800 FOR CONSTRUCTION

SIZE:
8,000 SQ FT

CONTACTS:
R.FRANK ROBINSON
SR. LANDSCAPE ARCHITECT
SEATTLE PARKS DEPARTMENT
(206) 684-7035

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

DAVID PALMER
SITE SUPERINTENDENT



PROJECT SUMMARY:

In 2011 grindline was contracted by the City of Seattle to design a Skatepark in Judkins Park. The site was challenging, with the subsurface conditions consisting of a mix of fill from the construction of Interstate 90 and leftovers from when the site was a landfill at the turn of the 20th century. In order to avoid uncovering and of the landfill material and provide positive drainage, grindline used a combination elevating the entire skatepark 3 feet and keeping the bowls 6ft deep or shallower. The central greenspace is a rain garden and treats all stormwater from the skatepark before it connects with the storm sewer. The skatepark is adjacent to interstate 90 which is known as the "Mountains to Sound Highway" where it enters Seattle. The skatepark was designed to reflect this, with snake run representing Puget Sound (the body of water that Seattle is located on), with other parts of the park representing the Cascade Mountains, and the City of Seattle itself. Construction was completed on budget and schedule, and the parks has received rave reviews since its opening in Spring 2013.



OCEANSIDE SKATEPARK SYSTEM

OWNER:

CITY OF OCEANSIDE, CA

GRINDLINE'S ROLE:

SKATEPARK DESIGN &
PRIME CONTRACTOR

SCHEDULE:

DESIGN 6/07 - 5/08

CONSTRUCTION 6/08 - 1/09

TOTAL BUDGET:

DESIGN OF 3 PARKS \$147,000

CONSTRUCTION OF 2 PARKS
\$700,000

SIZE:

MLK - 7,000 SQ FT

MELBA BISHOP - 8,000 SQ FT

ALEX ROAD - 20,000 SQ FT

CONTACTS:

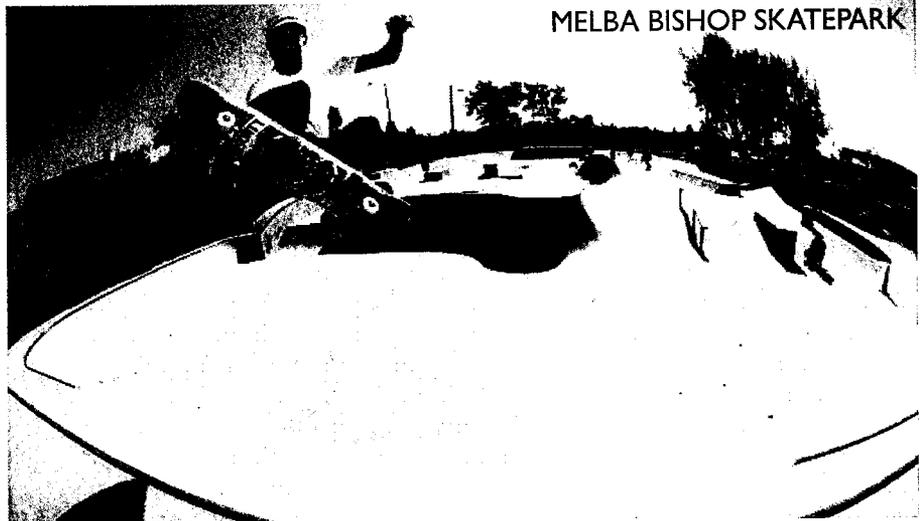
NATHAN MERTZ
PROJECT MANAGER
CITY OF OCEANSIDE
(760) 435-5619

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

DAVE PALMER
SITE SUPERINTENDENT

MELBA BISHOP SKATEPARK

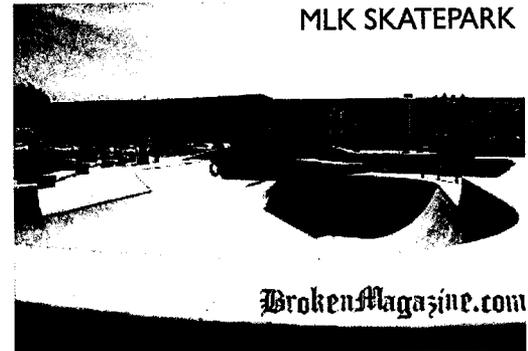


PROJECT SUMMARY:

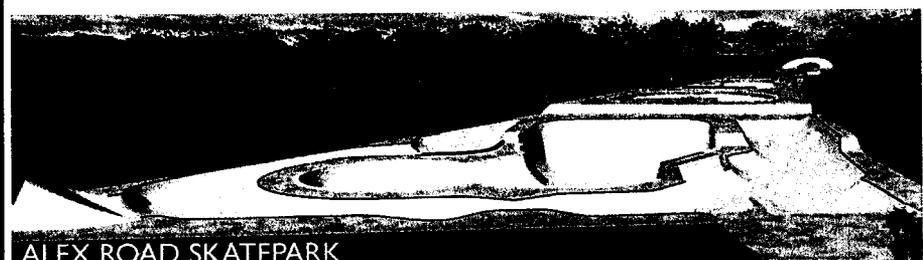
The City of Oceanside selected Grindline's multi-disciplinary team for the design of 3 skateparks at strategic locations previously determined by the City staff. The nature of this project required Grindline and it's team to research demographics as well as physical site conditions for each site, and determine which type of skatepark would be the most successful at each designated space. The City had preselected a skatepark committee which consisted of a local skateshop employees, several skateboard company owners, other skate industry personnel, as well as the Tony Hawk Foundation's Director, Miki Vukovich. Grindline and it's team worked closely with the committee and the city throughout conceptual design and construction document submittals. Two of the three parks have since been constructed and are receiving high praise from the skateboarding community.



MLK SKATEPARK



During the construction phase on the Bishop Skatepark a last minute challenge arose. Due to maintenance issues, the city had to change a centrally located mandated green space to standard flatwork. Grindline stepped forward and suggested making this area a centerpiece of the park and designed a "volcano" feature which brought the skate ability of the park to a new level. The "volcano" has since become the focal point of the park.



ALEX ROAD SKATEPARK

HIGHLANDS SKATEPLAZA

OWNER:
CITY OF BELLEVUE, WA

GRINDLINE'S ROLE:
SKATEPARK DESIGN &
PRIME CONTRACTOR

SCHEDULE:
DESIGN: JUNE 2007

CONSTRUCTION: SEPT. 2007
- APRIL 2008

BUDGET:
DESIGN: \$26,000
CONSTRUCTION: \$635,000

SIZE: 13,000 SQ. FT.

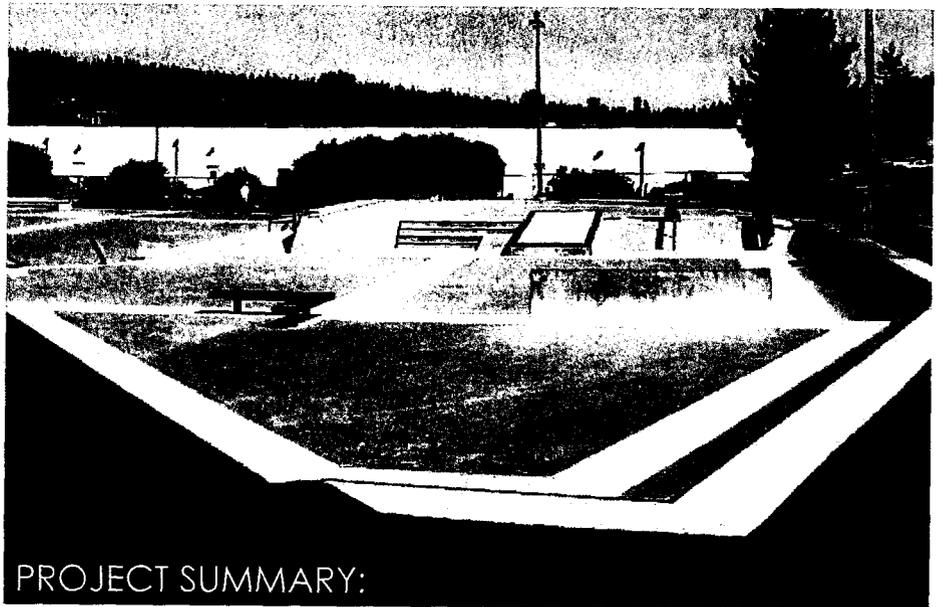
CONTACTS:

SCOTT VANDERHYDEN
SENIOR PLANNER
CITY OF BELLEVUE
(425) 452-4169

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

MICAH SHAPIRO
LEAD DESIGNER

ROB OWEN
SITE SUPERINTENDENT



PROJECT SUMMARY:

In 2005 Grindline was hired by the City of Bellevue to design three skateparks at locations identified in the city's master plan. Grindline led a multi-disciplinary team tasked to design and construct these parks. After conducting site analysis, Grindline came up with a skatepark system strategy which was approved by the city. This consisted of a 4,000 sq. ft. bowl at the Crossroads Community Center, a small 3,000 sq. ft. neighborhood skatepark at the Lakemont Community Center and a 13,000 sq. ft. skate plaza located at the Highlands Community Center. Being the centerpiece of the skatepark system, the Highlands Skate Plaza features different colors, textures, materials and integrated landscaping to give it a more urban feel as opposed to the grey of an average skatepark. Some of the complexities involved with this park were a lighting tie-in that needed to be routed through existing baseball fields to a power box approximately 100 yards away and a complex drainage system. The drainage system had to tie into an existing storm drain pipe that flowed directly into a stream. The solution included careful sheet draining of the skatepark surface into adjacent swales and strip drains, which were then fed into a massive detention pipe. The pipe was equipped with several different sized orifices set up at different elevations to accommodate 10, 50, and 100 year storm events.



NEWARK SKATESPOTS

OWNER:
CITY OF NEWARK, DE

PROJECT TEAM:
GRINDLINE SKATEPARKS,
DESIGNER & PRIME CON-
TRACTOR

KCI TECHNOLOGIES
CIVIL ENGINEERING

DESIGN SCHEDULE:
JAN 2013 - APRIL 2013

CONSTRUCTION SCHEDULE:
MAY 2013 - SEPT 2013

BUDGET:
DESIGN AND
CONSTRUCTION: \$150,000

SIZE:
2,500 SQ FT EACH

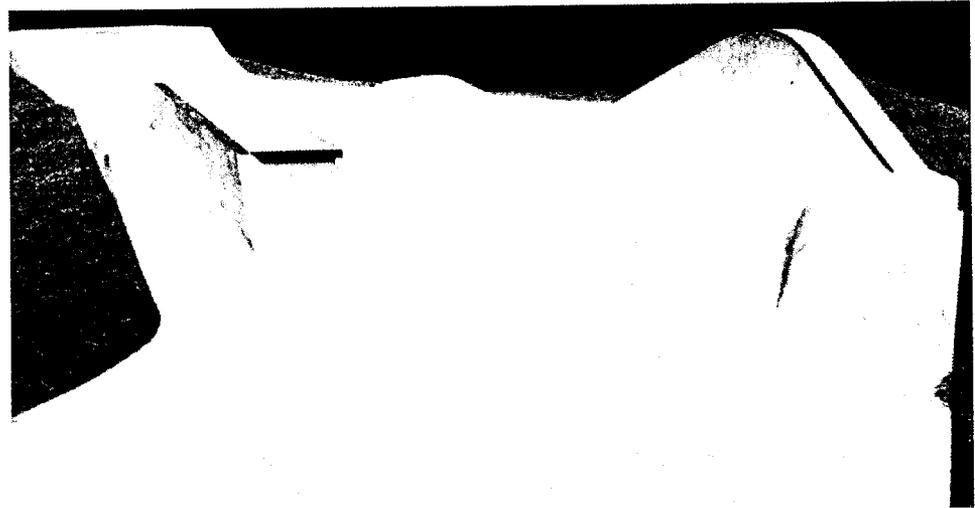
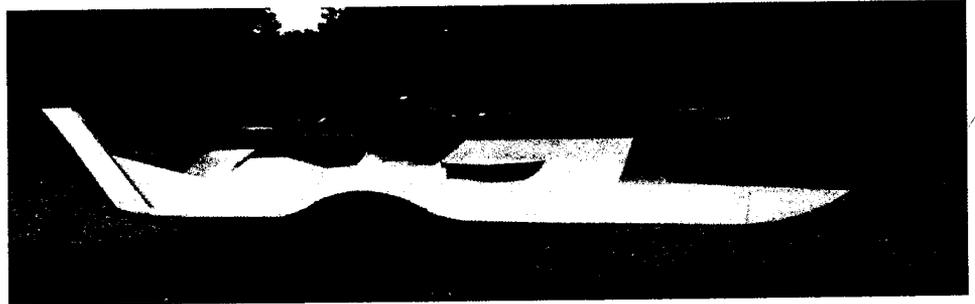
CONTACTS:
JOE SPADAFINO
RECREATION SUPERINTENDENT
NEWARK PARKS AND RECRE-
ATION DEPT.
(302) 366-7060
JSPADAFINO@NEWARK.DE.US

GRINDLINE SKATEPARKS
MATT FLUEGGE
PROJECT MANAGER

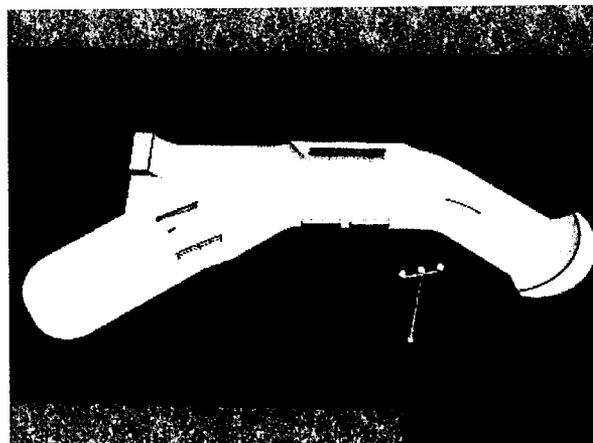
MICAH SHAPIRO
LEAD DESIGNER

EDDIE LAWRENCE
SITE SUPERINTENDENT

BRIAN MORGAN
KCI TECHNOLOGIES
CIVIL/LA SCOPE

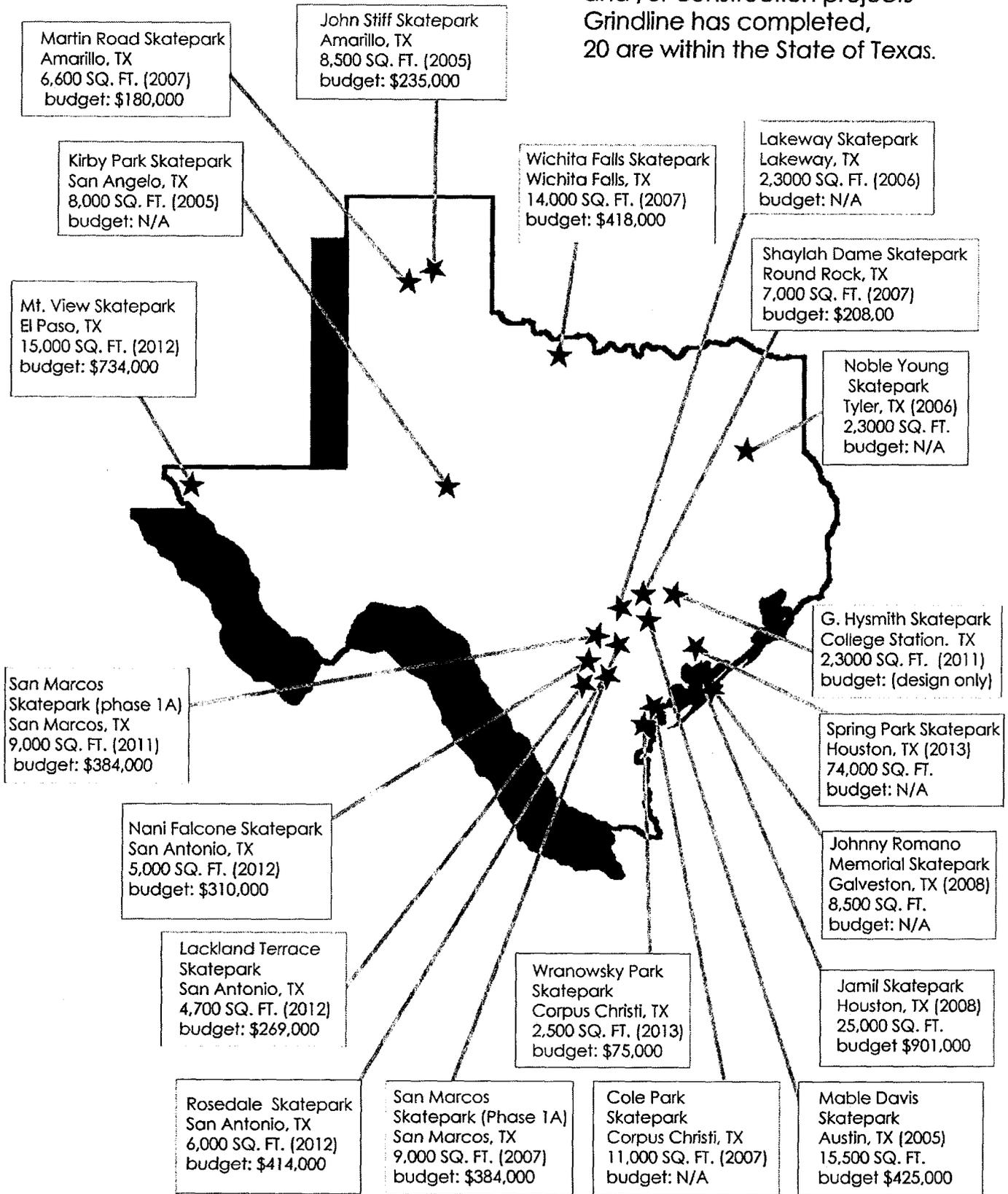


Project Summary: Grindline was selected to design and construct 2 neighborhood skateparks for the City of Newark. Through a series of community meetings Grindline worked with the skaters of Newark to implement 2 complimentary skateparks, one in Handloff park and the other in Phillips Park. Both sites were located in existing multi-use parks, making integration a key component of the design process. As Grindline worked through the design process the local community was actively raising additional funds. Grindline designed phase 2's for both project contingent on the community's fundraising. An old piece of train track was discovered at the Phillips park during site clearing and Grindline was able to refurbish it and include it in the park as a feature. Our flexibility with both in-house design and construction allowed for easy changes to the overall design depending on the final outcome of the community fundraising efforts. Both skateparks were completed on schedule and budget and have been getting rave reviews from the local community.



TEXAS PROJECT EXPERIENCE

Of the 250 skatepark design and /or construction projects Grindline has completed, 20 are within the State of Texas.



GRINDLINE'S PREVIOUS AND CURRENT SKATEPARK PROJECTS

(2013)
 Philadelphia, PA (Design/Build)
 Bingen, WA Phase II (Design/Build)
 Carnegie, PA (Design/Build)
 Skatercity Denmark (Build)
 Spring, TX (Build)
 Scappoose, OR (Design/Build)
 Star, ID (Design)
 Rockton, IL (Design)
 Milford, CT (Design/Build)

(2012)
 Judkins Park- Seattle, WA (Design/Build)
 Roxhill Park- Seattle, WA (Build)
 Medford, NJ (Design/Build)
 South Kitsap, WA (Build)
 Cleveland, OH (Build)
 Tehaleh, WA (Design/Build)
 Sante Fe, NM (Build)
 Lahaina, HI (Build)
 College Park, MD (Build)
 Seatac, WA (Design)
 Hana, HI (Design/Build)
 El Paso, TX (Build)
 Redlake, MN (Design/Build)
 Westpoint, MS (Design/Build)
 Copenhagen, Denmark (Build)
 Pine Ridge, SD (Design/Build)

(2011)
 Atlanta 4th Ward (Build)
 Ithaca, NY (Design)
 Herzelia, Israel (Build)
 Kfar Saba, Israel (Build)
 San Marcos Phase 2 (Build)
 San Antonio, TX (Design/Build)
 Parkersburg, WV (Design/Build)
 Kandle Park - Tacoma, WA (Build)
 Auburn, WA- (Design/Build)

(2010)
 Vashon, WA (Design)
 Villa Park, IL (Design)
 Delridge Seattle, WA (Build)
 Copenhagen, Denmark (Build)
 Aurora, CO (Build)
 Norpoint - Tacoma, WA (Build)
 Norfolk, VA (Build)
 Cleveland, OH (Design)
 College Park, MD (Design)
 Jefferson Park - Seattle, WA (Design)
 Bingen, WA (Design)
 Herndon, VA (Design)
 Lewiston, ID (Design/Build)
 Bethlehem, PA (Construction)
 Spring Park - Houston, TX (Design)
 Steel Bridge - Portland, OR (Design)

(2009)
 San Jacinto, CA (Design)
 Muckleshoot Tribal Skatepark (Design)
 College Station, TX (Design)
 Steel Bridge - Portland, OR (Design)
 Aurora, CO (Design)
 Imperial Beach, CA (Design)
 Yonkers, NY (Design)
 Edwards, CO (Design/Build)

Campland San Diego (Design/Build)
 Wilmington, OH (Design)
 St. Helena, CA (Construction)
 Norpoint - Tacoma, WA (Design)
 Colerain, OH (Design)
 Delridge - Seattle, WA (Design)
 Phase 2- Winter Park, CO (Design)
 Seattle Center - Seattle, WA (Build)
 (2008)
 Oceanside, CA (Build)
 Kelso, WA (Design)
 Lawrence, IN (Design)
 Fayetteville, WV (Design/Build)
 Bakersfield, CA (Build)
 Yakima, WA (Build)
 Bainbridge, GA (Design)
 Bellevue (Highlands), WA (Build)
 Forks, WA (Design/Build)
 Tualatin Hills, OR (Design/Build)
 Myrtle Creek, OR (Design/Build)
 Canadaigua, NY (Design)
 Erie, PA (Design)
 Galveston, TX (Build)
 (2007)
 Stewart heights - Tacoma, WA (Design)
 Silver City, NM (Design/Build)
 Nantucket, MA (Design)
 Boston, MA (Design)
 Lahaina, HI (Design)
 Mooresville, NC (Design)
 Hendersonville, NC (Design)
 Glennwood Springs, CO (Design/Build)
 Kremmling, CO (Design/Build)
 Wheeling, WV (Design/Build)
 Stamford, CT (Design/Build)
 Sitka, AK (Design/Build)
 Vancouver, WA (Build)
 Houston, TX (Build)
 Tuba City, AZ (Build)
 Phoenix, AZ (Design)
 Everett, WA (Design)
 Amarillo II, TX (Design/Build)
 Farmington Hills, MI (Design)
 Bellefontaine, OH (Design)
 Idaho Falls, ID (Design/Build)
 St. Helena, CA (Design)
 Oceanside, CA (Design)
 Wichita Falls, TX (Design/Build)
 (2006)
 Lakeway, TX (Design/Build)
 Kettle Falls, WA (Design/Build)
 Grove City, OH (Design/Build)
 Weed, CA (Design/Build)
 Hudson, MA (Design)
 Jackson, WY (Design/Build)
 Winter Park, CO (Design/Build)
 Ridgeway, CO (Design/Build)
 Galveston, TX (Design)
 Round Rock, TX (Design/Build)
 Coos bay, OR (Design)
 Corpus Christie, TX (Design/Build)
 Irrigon, OR (Design/Build)
 San Marcos, TX (Design/Build)

(2005)
 San Francisco, CA (Design)
 Houston, TX (Design)
 Battleground, WA (Design)
 Currituck, NC (Design/Build)
 Yakima, WA (Design)
 Oxford, MS (Design/Build)
 Austin, TX (Design/Build)
 Prosser, WA (Design)
 Tyler, TX (Design/Build)
 Duvall, WA (Design)
 Missoula, MT (Design)
 Atlantic Beach, FL (Design/Build)
 Athens, GA (Design/Build)
 Prairie Village, KS (Design/Build)
 Shawnee, KS (Design/Build)
 San Angelo, TX (Design/Build)
 Amarillo, TX (Design/Build)
 Fairplay, CO (Design/Build)
 Aztec, NM (Design/Build)
 Telluride, CO (Design)
 Jonesboro, AR (Design/Build)

(2004)
 Portage, MI (Design/Build)
 Kokomo, IN (Design)
 Arlington, WA (Design/Build)
 Leavenworth, WA (Build)
 Spokane Valley, WA (Design/Build)
 Whiting, IN (Design/Build)
 Carnation, WA (Build)
 Milton, WA (Design/Build)
 Bellevue (Highlands), WA (Design)
 Bellevue (Lakemont), WA (Design)
 Bellingham, WA (Design)
 Longview, WA (Design/Build)
 Clarkston, WA (Design)
 YMCA of Mukilteo, WA (Build)
 Dillon, MT (Design)
 McKinleyville, CA (Design)
 Carnation, WA (Design)
 Vancouver, WA (Design)
 Anchorage, AK (Design)

(2003)
 Great Falls, MT (Design/Build)
 Carbondale, CO (Design/Build)
 Athens, OH (Design/Build)
 Spokane, WA (Build)
 Cody, WY (Design/Build)
 Sandpoint, ID (Design)
 Kent, WA (Design)
 Nags Head YMCA, NC (Design/Build)
 Trinidad, CO (Design/Build)
 Edina TriCity, MN / YMCA (Design / Build)

(2002)
 West Linn, OR (Design/Build)
 Orcas Island, WA (Design/Build)
 Ballard Skatepark, Seattle (Design/Build)
 Okinawa, Japan (Design)
 Port Angeles, WA (Design)
 Leavenworth, WA (Design)

(2001)
 Butter Bowl, Seattle (Design/Build)
 Bainbridge Island, WA (Design/Build)

CURRENT WORKLOAD

It is the normal means of business for Grindline to manage, administer, design, and construct multiple projects at any given time such that each meets its specified objectives. Our office is staffed such that any given task can be performed on more than one project at any given time. We believe that the keys to successfully completing overlapping projects are proactive scheduling, and task time management.

<u>Project Name</u>	<u>Project Type</u>	<u>Resource Allocation</u>	<u>Anticipated Completion</u>
Carnegie, PA	DESIGN	2%	3/01/2014
Ithaca, NY	DESIGN	2%	1/31/2014
Rockton, IL	DESIGN	4%	2/14/2014
Hidden Creek, TX	DESIGN	2%	3/01/2014
Cleveland, OH	DESIGN/BUILD	15%	11/30/2014
Milford, CT	DESIGN/BUILD	10%	5/01/2014
Carnegie, PA	BUILD	20%	3/15/2014
Houston (Spring Park), TX	BUILD	40%	4/01/2014
Copenhagen IV, DK	BUILD	5%	5/01/2014

DISCLOSURES

Grindline has never had any claims, demands for arbitration or lawsuits filed against our company or any of its partners, associates or employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, State or federal laws, or regulations.

Grindline has never had any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by our firm or any of its partners, associates, employees or agents.

Grindline has never had any contract terminated due to non-performance.

FINANCIAL STATEMENT

Our current financial statement is attached in Tab F on page 54.

PROJECT UNDERSTANDING/APPROACH

Project Kick Off, Site Inventory/Analysis

Our design process begins with a sequence of preliminary site inventory/analysis and stakeholder input meetings to help establish a project plan that best suits the Bryan community. Per the RFQ, the City of Bryan has selected two park sites for potential community skateparks. A question about suggesting other sites for the skatepark locations was raised at the pre-proposal meeting on January 10th. The City seemed open to this suggestion as well as allowing firms to propose a larger quantity of smaller skate spots.

Grindline's methodology has a stakeholder-based focus. We believe in order to best determine what components will make an ideal multiple skatepark system for the City of Bryan – gathering input from stakeholders is the key. These stakeholders include active and passive skatepark users, community members, and key personnel from the City of Bryan. We will devote an initial trip to Bryan just to determine the needs of the stakeholders and explore the terrain-style, size, and number of skate facilities that will best meet the needs of the community. This can include examining available locations for Skateparks outside of the parks at Morris Buzz Hamilton Memorial and Tanglewood Parks. While in Bryan for the pre-proposal meeting, our team visited the pre-selected sites and performed an initial inventory/analysis for each. We utilized our GIS capabilities to identify potential parks throughout the City – looking at their proximities to schools and dense residential neighborhood locations. We will inventory potential sites and analyze them to determine the best locations for skateparks within the City of Bryan Park System.

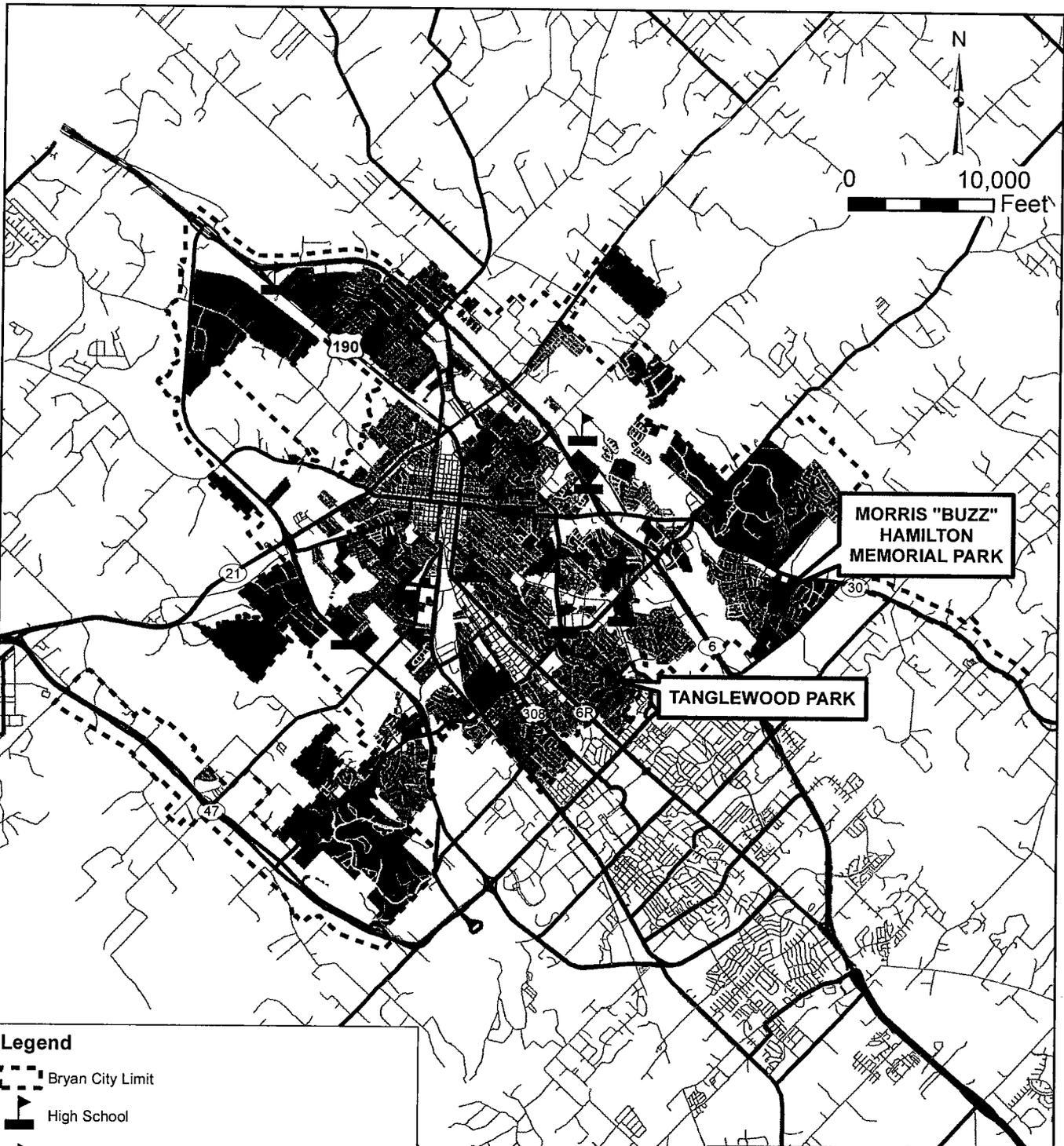
Once site selection is finalized, the Design/Build Team will conduct a topographic survey and geotechnical investigation of the selected sites. We would revisit each selected site to review existing conditions, take inventory of the area designated for the skatepark and discuss specific opportunities and constraints. Other items for discussion include:

- Connections to adjacent uses
- Consideration for site sustainability and maintenance factors
- Proper drainage and stormwater management
- Safety awareness and Crime Prevention Through Environmental Design standard principles
- Opportunities to add historic/thematic elements unique to Bryan into the project. Grindline has been on the forefront of developing techniques to incorporate color, texture and skate-able art into its projects - improving the skatepark experience for its users as well as its surrounding community.

On the following pages are our Site Inventory/Analysis for the current selected sites and a GIS map of The City of Bryan's current park system.



Document Path: \\k-a-file\lv\lv\Staff\Share\Marketing Proposals\City of Bryan Skate Parks (Sub to Grindline) (TSR) 020714\Working Files\StatePark Exhibit.mxd



Legend

- Bryan City Limit
- High School
- Middle School
- Proposed Skate Park Locations
- Parks
- MIXED USE RESIDENTIAL DISTRICT (MU-1)
- MULTI FAMILY DISTRICT (MF)
- PLANNED DEVELOPMENT DISTRICT (PD)
- RESIDENTIAL 5000 DISTRICT (RD-5)
- RESIDENTIAL 7000 DISTRICT RD-7)
- RESIDENTIAL NEIGHBORHOOD CONSERVATION DISTRICT (R-NC)
- SOUTH COLLEGE RESIDENTIAL DISTRICT (SC-R)

<p>1506 L.A. 190th St Suite 500 Houston, TX 77058 Tel: 281.489.5200 - Fax: 281.489.7400 houston@klotzassoc.com klotzplc.com 800.426.4200</p>	
<p>PROPOSED SKATEPARK LOCATIONS</p>	
<p>CITY OF BRYAN SKATEPARKS</p>	
<p>KLOTZ PROJ. NO.:</p> <p>SCALE: 1" = 10,000'</p> <p>DATE: FEBRUARY 2014</p>	<p>EXHIBIT</p> <p>1</p>

Public Involvement

Through a series of public meetings, we will engage park users and the surrounding community throughout the design journey with a professional, organized and fun attitude. For this project, we are recommending 4 community meetings. The first meeting will be to discuss potential sites and configuration of the new skatepark system for the City of Bryan. The other three meetings will be to gather input, present, refine and finalize the skatepark concepts and their associated amenities. These sessions allow us to educate the community about the design process, establish open lines of communication and determine the ultimate vision for the skatepark.

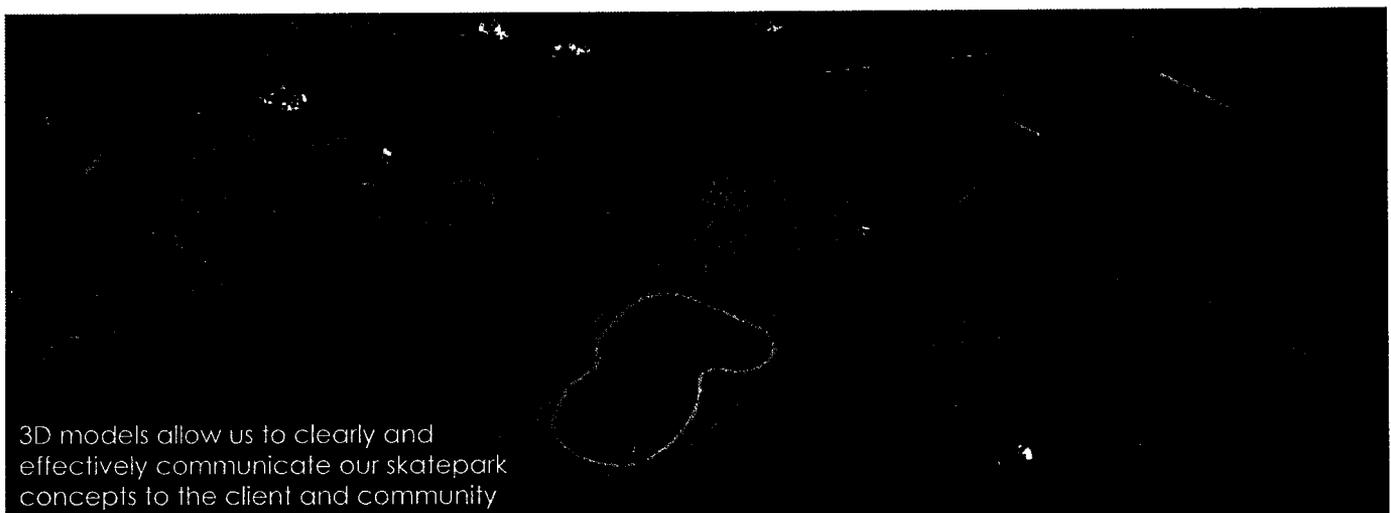
If a member of the community cannot attend an open house, we encourage them to contact us through email or our online forum that we can provide for this project. We can also make use of social networking such as Facebook and Twitter to promote meetings and encourage participation in the design process if necessary.

In order to address community members' varied ideas and ideals about skatepark design, our working sessions are highly interactive. In addition to vetting important issues through meaningful discussion, we encourage other types 'hands on' involvement such as writing, sketching, and real time modeling of park ideas/elements alongside our team within the meetings. We work through milestones in a logical order and highlight common goals between stakeholder groups. Moreover, by addressing questions at the beginning of the project, we can correct any misconceptions that sometimes surround skateparks.



Conceptual Design

Conceptual Designs illustrate our skatepark philosophy to key stakeholders and the community in interactive, full color presentations of the custom skate features and facilities included in the project. The end result is a design produced from the ideas and recommendations of ALL stakeholders involved with the project. We utilize our skatepark construction experience by doing a thorough analysis of the site, local material availability and labor costs to produce a preliminary cost estimate. This is refined throughout the design process to value engineer the design and preserve the project budget.



3D models allow us to clearly and effectively communicate our skatepark concepts to the client and community

Construction Documents

Upon approval on the final concept plan from the City, Grindline will create construction documents. The development of the construction documents and technical specifications will provide the City and Design Team an opportunity to check adherence to local and state building codes and engineering requirements. The Grindline team's experience with the Public Works design process in over twenty states makes us versatile in formatting project technical specifications to match the needs and requirements of the project Owner. We are familiar with ACI, ASTM, CSI, as well as state organizational formats. We are also well versed with ASTM Section F2334 – Standard for Above Ground Public Use Skatepark Facilities, ASTM F2480 - 06 Standard Guide for In-ground Concrete Skateparks, as well as Skaters for Public Skateparks Public Skatepark Development Guide, the industry's most frequently used reference publications.

Cost Estimating and Accuracy Controls

Our extensive hands on knowledge of actual skatepark construction allows us to provide more precise cost estimates than our competition. We have constructed projects all over the US and internationally and have an intimate understanding of the large variance in material pricing and prevailing wage labor costs in different regions of the United States. As a full service design/build contractor exclusively engaged in the art and science of skatepark development, we have the ability to accurately control budgets and value engineer our designs as we progress through the design process. Our expansive resume of projects throughout the United states has given us the skillset to develop a process which is tailored to each unique project we approach and gives us the intimate understanding of the large variance in material pricing and prevailing wage labor costs throughout the United States.

Construction

Once the final design documents and drawings are approved, and permits are issued, Grindline moves into the construction phase. We secure sites with a construction fence and employ necessary erosion control and environmental protection techniques during the entire construction phase as required. Construction starts with surveying the site, setting elevation markers and string lines, and cutting and placing grading forms. Excavation of the site is then followed by the installation of all drainage structures. Next, we perform rough grading, cutting and installing of concrete forms, tying the reinforcing steel, welding and placement of steel coping and edging, cutting and placing the remainder of the formwork lumber, shooting the shotcrete, steel-troweling the skating surface, stripping the forms, then pouring concrete around the flat areas of the park, and then finally back-filling and completing the final grading. Because Grindline can self perform the majority of the work, we are able to maintain strong QA/QC controls with frequent inspections by our own staff.

Construction Management Plan

The joint Construction Management Plan between the City and Grindline will be created to coordinate field inspections of formwork, reinforcement, concrete placement and finish for conformance to construction documents and specifications. As part of the plan, each field visit/inspection would be followed up with a field report and digital photos noting any items needing correction, as well as general comments based on the field visit. Grindline will provide weekly written progress reports, as well



as review and produce any change orders and clarification drawings as needed. We will provide all materials and compaction testing and special inspections as required. Upon completion of construction, Grindline will do a walk through with City Building Inspection to develop a punch list. After the punch list is completed, Grindline will provide project closeout manuals covering maintenance of the park. Only then does Grindline turn the park over to the community. Grindline also provides a one year written warranty on all materials and workmanship.

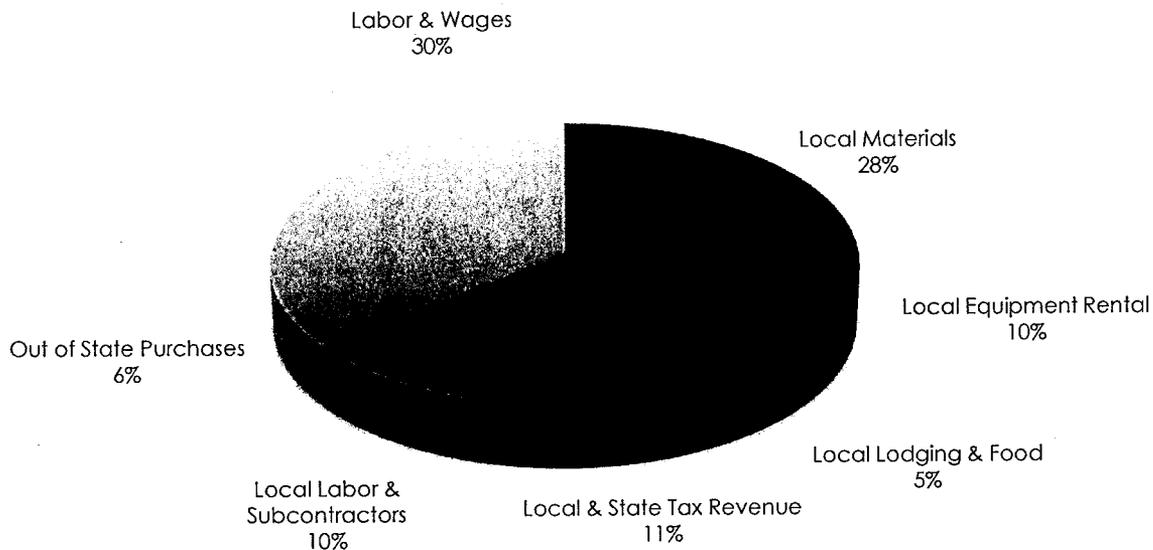
Funding, Phasing & Budget Management

Grindline has worked with state funded projects, projects funded by private resources and a combination of both. We have structured budgets and contracts to encourage cash and in-kind donations from community supporters, local material suppliers and subcontractors. When funding presents a challenge, Grindline plays a key role in the mission to deliver a quality skatepark. Good planning and creative design can solve funding shortfalls. Grindline's approach to phasing bridges gaps between funding cycles. Proper phasing and allocation of the existing budget will help secure more funding - once the park is drawing active and passive users - local donations pick up. Skatepark foundation grants, community donors and federal, state and community grants also become easier to obtain.

A Local Advocate for Economic Development

Our unique position as the principal designer and prime contractor of our skatepark design-build firm allows us to offer the greatest amount of local procurement opportunities on public projects. We can take a proactive position on sourcing services, materials and labor to local vendors since we can allocate the budget and services under one Project Director.

Grindline has measured and tracked the amount of money redistributed back into the local economies where our projects are built. \$.64 of every dollar spent on a Grindline cast-in-place concrete skatepark reenters the local economy through the purchase of local materials, local food and lodging, state and local tax revenue and local equipment rental as well as through wages and jobs by hiring local labor and



COSTS

TAB
B

As mentioned in our project approach, it is our goal to identify an ideal skatepark system that meets the needs of the Bryan Community. The following options represent a small sample of the vast possibilities for your skatepark system.

CITY OF BRYAN SKATEPARK DESIGN/BUILD PROJECT DESIGN COSTS

<i>Item</i>	<i>Labor</i>	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Cost</i>	<i>Totals</i>
TASK 1: SITE ANALYSIS & INVENTORY						
a-b. Kick off Meeting, Site Analysis						
	Principal - Matt Fluegge (Grindline)	10	hrs	\$125.00	\$1,250.00	\$4,400.00
	Lead Design - Micah Shapiro (Grindline)	10	hrs	\$125.00	\$1,250.00	
	Design Associate - Jimmy Jeghers (Grindline)	4	hrs	\$75.00	\$300.00	
	Expenses - Travel	2	ls	\$800.00	\$1,600.00	
c-d. 1st Community Meeting, Design Review						
	Principal - Matt Fluegge (Grindline)	10	hrs	\$125.00	\$1,250.00	\$7,400.00
	Lead Design - Micah Shapiro (Grindline)	10	hrs	\$125.00	\$1,250.00	
	Design Associate - Jimmy Jeghers (Grindline)	4	hrs	\$75.00	\$300.00	
	Project Manager -XXX (Klotz)	24	hrs	\$125.00	\$3,000.00	
	Expenses - Travel	2	ls	\$800.00	\$1,600.00	
TASK 2: CONCEPTUAL DESIGN						
a-c. Survey, Geotechnical Report, Site Meeting						
	Principal - Matt Fluegge (Grindline)	12	hrs	\$125.00	\$1,500.00	\$24,150.00
	Lead Design - Micah Shapiro (Grindline)	37	hrs	\$125.00	\$4,625.00	
	Design Associate - Jimmy Jeghers (Grindline)	15	hrs	\$75.00	\$1,125.00	
	Topographic Surveys -Brad Kerr (Kerr)	2	ls	\$3,300.00	\$6,600.00	
	Geotech Investigation - Joseph Hill (Terracon)	1	ls	\$7,300.00	\$7,300.00	
	Project Manager - Michael McClung (Klotz)	24	hrs	\$125.00	\$3,000.00	
d-g. 2nd Community Meeting/Design Review Meeting, Conceptual Design, 3rd Community Meeting						
	Principal - Matt Fluegge (Grindline)	8	hrs	\$125.00	\$1,000.00	\$11,950.00
	Lead Design - Micah Shapiro (Grindline)	18	hrs	\$125.00	\$2,250.00	
	Design Associate - Jimmy Jeghers (Grindline)	8	hrs	\$75.00	\$600.00	
	Project Manager - Michael McClung (Klotz)	12	hrs	\$125.00	\$1,500.00	
	Civil Engineer - James Cartwright (Klotz)	40	hrs	\$125.00	\$5,000.00	
	Expenses	2	ls	\$800.00	\$1,600.00	

TASK 3: FINAL DESIGN

a-b. Design Review Meeting, Final Design

Principal - Matt Fluegge (Grindline)	8 hrs	\$125.00	\$1,000.00	\$12,850.00
Lead Design - Micah Shapiro (Grindline)	35 hrs	\$125.00	\$4,375.00	
Design Associate - Jimmy Jeghers (Grindline)	8 hrs	\$75.00	\$600.00	
Project Manager - Michael McClung (Klotz)	25 hrs	\$125.00	\$3,125.00	
Civil Engineer - James Cartwright (Klotz)	30 hrs	\$125.00	\$3,750.00	

c. 4th Community Meeting/Design Review Meeting

Principal - Matt Fluegge (Grindline)	2 hrs	\$125.00	\$250.00	\$4,450.00
Lead Design - Micah Shapiro (Grindline)	18 hrs	\$125.00	\$2,250.00	
Design Associate - Jimmy Jeghers (Grindline)	2 hrs	\$75.00	\$150.00	
Project Manager - Michael McClung (Klotz)	8 hrs	\$125.00	\$1,000.00	
Expenses	1 ls	\$800.00	\$800.00	

TASK 4: CONSTRUCTION DOCUMENTS

50% Construction Documents

Principal - Matt Fluegge (Grindline)	21 hrs	\$125.00	\$2,625.00	\$18,750.00
Lead Design - Micah Shapiro (Grindline)	6 hrs	\$125.00	\$750.00	
Design Associate - Jimmy Jeghers (Grindline)	65 hrs	\$75.00	\$4,875.00	
Project Manager - Michael McClung (Klotz)	24 hrs	\$125.00	\$3,000.00	
Civil Engineer - James Cartwright (Klotz)	60 hrs	\$125.00	\$7,500.00	

100% Sealed Construction Documents, Technical Specifications, Permits

Principal - Matt Fluegge (Grindline)	15 hrs	\$125.00	\$1,875.00	\$19,125.00
Lead Design - Micah Shapiro (Grindline)	2 hrs	\$125.00	\$250.00	
Design Associate - Jimmy Jeghers (Grindline)	40 hrs	\$75.00	\$3,000.00	
Project Manager - Michael McClung (Klotz)	24 hrs	\$125.00	\$3,000.00	
Civil Engineer - James Cartwright (Klotz)	80 hrs	\$125.00	\$10,000.00	
Expenses - Printing/Materials	1 ls	\$1,000.00	\$1,000.00	

Design Phase Subtotal \$103,075.00

**CITY OF BRYAN SKATEPARK DESIGN/BUILD PROJECT
CONSTRUCTION GUARANTEED MAXIMUM PRICE (GMP)**

TASK 5: CONSTRUCTION

Item	Labor	Quantity	Unit	Rate	Cost	Totals
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Option 1 - Two Skateparks at Selected Site Locations Per RFP

Tanglewood Park

Skatepark		8000	sq ft	\$29.00	\$232,000.00	\$355,500.00
Site Work/Drainage		8000	sq ft	\$4.00	\$32,000.00	
Lighting			1 ls	\$60,000.00	\$60,000.00	
Parking			1 ls	\$12,500.00	\$12,500.00	
Ammenities			1 ls	\$5,000.00	\$5,000.00	
Landscaping			1 ls	\$14,000.00	\$14,000.00	

Morris "Buzz" Hamilton Memorial Park

Skatepark		16000	sq ft	\$29.00	\$464,000.00	\$740,500.00
Site Work/Drainage		16000	sq ft	\$4.00	\$64,000.00	
Lighting			1 ls	\$80,000.00	\$80,000.00	
Parking			1 ls	\$18,000.00	\$18,000.00	
Ammenities			1 ls	\$14,500.00	\$14,500.00	
Restroom			1 ls	\$75,000.00	\$75,000.00	
Landscaping			1 ls	\$25,000.00	\$25,000.00	

Total \$1,096,000.00

Option 2 - One Large Skatepark & 3 Skate Dots at 4 Different Locations

Large Skatepark

Skatepark		24000	sq ft	\$29.00	\$696,000.00	\$976,000.00
Site Work/Drainage		24000	sq ft	\$4.00	\$96,000.00	
Lighting			1 ls	\$105,000.00	\$105,000.00	
Parking			1 ls	\$27,500.00	\$27,500.00	
Ammenities			1 ls	\$16,500.00	\$16,500.00	
Landscaping			1 ls	\$35,000.00	\$35,000.00	

3 Skate Dots

Skate Dots		3	ea	\$40,000.00	\$120,000.00	\$120,000.00
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Total \$1,096,000.00

Option 3 - 3 Skateparks at 3 Separate Locations

Skatepark 1

Skatepark		8500	sq ft	\$29.00	\$246,500.00	\$365,500.00
Site Work/Drainage		8500	sq ft	\$4.00	\$34,000.00	
Lighting			1 ls	\$55,500.00	\$55,500.00	
Parking			1 ls	\$10,500.00	\$10,500.00	
Ammenities			1 ls	\$6,500.00	\$6,500.00	

Landscaping	1 ls	\$12,500.00	\$12,500.00	
Skatepark 2				
Skatepark	8500 sq ft	\$29.00	\$246,500.00	\$365,500.00
Site Work/Drainage	8500 sq ft	\$4.00	\$34,000.00	
Lighting	1 ls	\$55,500.00	\$55,500.00	
Parking	1 ls	\$10,500.00	\$10,500.00	
Ammenities	1 ls	\$6,500.00	\$6,500.00	
Landscaping	1 ls	\$12,500.00	\$12,500.00	
Skatepark 3				
Skatepark	8500 sq ft	\$29.00	\$246,500.00	\$365,000.00
Site Work/Drainage	8500 sq ft	\$4.00	\$34,000.00	
Lighting	1 ls	\$55,500.00	\$55,500.00	
Parking	1 ls	\$10,500.00	\$10,500.00	
Ammenities	1 ls	\$6,500.00	\$6,500.00	
Landscaping	1 ls	\$12,000.00	\$12,000.00	
			Total	\$1,096,000.00

Option 4 - 2 Skateparks and 3 Skate Dots at 5 Separate Locations

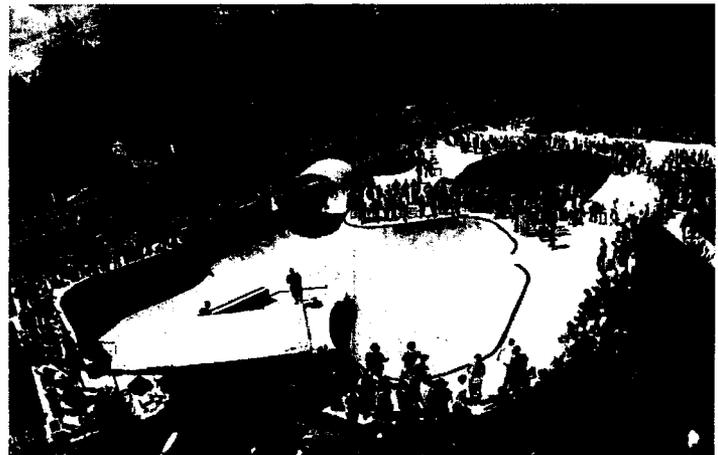
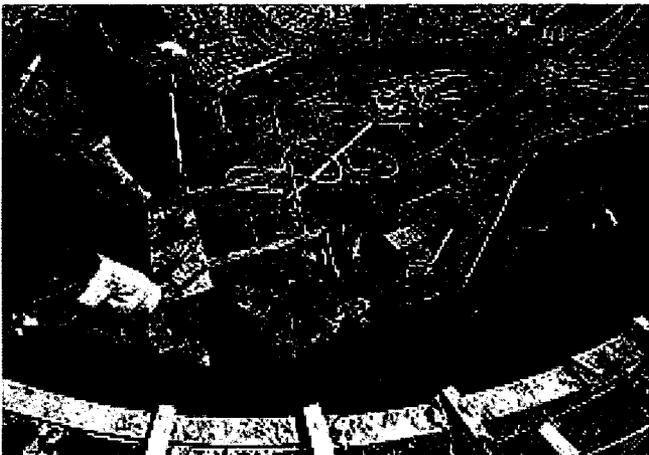
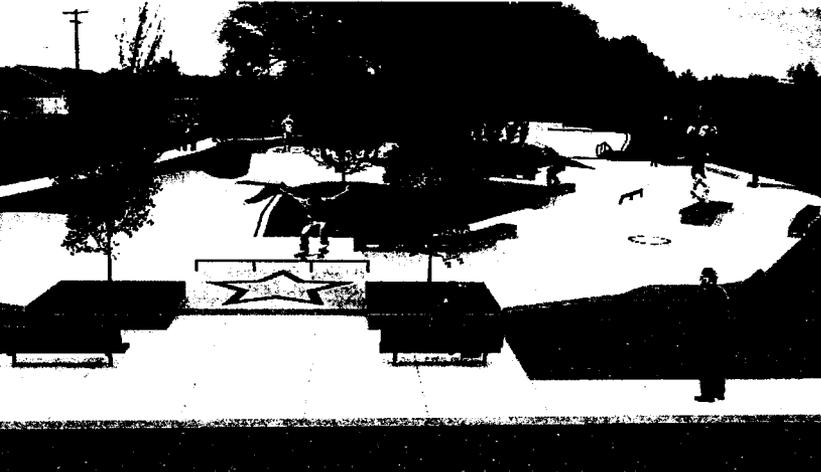
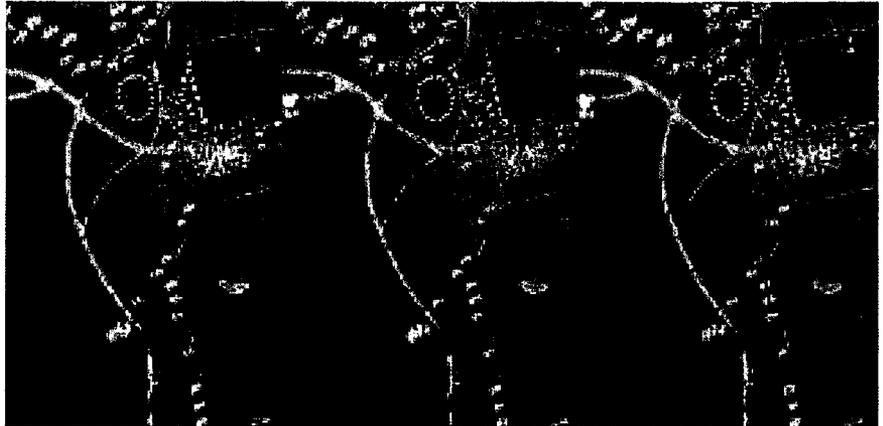
Skatepark 1				
Skatepark	11000 sq ft	\$29.00	\$319,000.00	\$488,000.00
Site Work/Drainage	11000 sq ft	\$4.00	\$44,000.00	
Lighting	1 ls	\$85,000.00	\$85,000.00	
Parking	1 ls	\$13,500.00	\$13,500.00	
Ammenities	1 ls	\$9,500.00	\$9,500.00	
Landscaping	1 ls	\$17,000.00	\$17,000.00	
Skatepark 2				
Skatepark	11000 sq ft	\$29.00	\$319,000.00	\$488,000.00
Site Work/Drainage	11000 sq ft	\$4.00	\$44,000.00	
Lighting	1 ls	\$85,000.00	\$85,000.00	
Parking	1 ls	\$13,500.00	\$13,500.00	
Ammenities	1 ls	\$9,500.00	\$9,500.00	
Landscaping	1 ls	\$17,000.00	\$17,000.00	
3 Skate Dots				
Skate Dots	3 ea	\$40,000.00	\$120,000.00	\$120,000.00
			Total	\$1,096,000.00

PROJECT TIMELINE

TABC

Grindline has both the capabilities, manpower and the experience to execute contracts for multiple skatepark systems - performing the design and construction of multi-skate facilities simultaneously. With several crews, concrete pumps, and office staff resources we possess an unmatched ability to ensure Bryan's Skateparks get built right, and built on time.

The schedule on the following page is based on site locations at Morris Buzz Hamilton Memorial and Tanglewood Parks as listed in the RFQ and shown in the fee schedule as "Option 1". The schedule and fees further demonstrate our ability to design and construct multiple skateparks in unison. We challenge our competition to demonstrate the capabilities (and the resume to back it up) to be pouring concrete at over three locations in one day.



TASK 1. SITE ANALYSIS & SELECTION

a) Project Kick Off Meeting: Design/Build Team and Client will review pre-selected sites and discuss other potential site locations with in the City of Bryan parks system.

b) Site Inventory/Analysis: Design/Build Team and Client will visit both the proposed sites and other potential sites to conduct a Site Inventory/Analysis to determine which are best suited for skateparks.

c) 1st Community Meeting for Siting & Skatepark Programming: Design/Build Team will engage community members and stakeholders in a public open house to discuss potential site and configuration of their new skatepark system.

d) Site Review Meeting: Design/Build Team and Client will review information collected from Tasks 1a-1c and finalize site selection.

Task 1 Deliverables & Final Products:

A summary report of information collected in tasks 1a-1d for the City Staff to review and approve, including:

1. Geographical Information System (GIS) Map produced for potential skatepark sites
2. Brief narrative listing site constraints and opportunities for potential sites
3. Summary of Public input from 1st Community Meeting
4. Recommendation for selected sites and components for skatepark system

TASK 2. CONCEPTUAL DESIGN

a) Topographic Survey, Geotechnical Investigation: Once the final sites are selected, Terracon will perform test borings to an assumed average depth of 15 ft. each at all sites. Appropriate field and laboratory testing to determine the classifications and strength/compressibility characteristics of the soils will be performed. An engineering evaluation of the accumulated data will be given to develop design criteria and recommendations. Kerr will perform a topographic survey of the proposed work areas. The survey will locate existing features to include building structures, if any, pavement, sidewalk, fences, vegetation, and visible utilities. Ground shots will also be collected along the proposed work area for the purpose of establishing one foot contours.

b) Design Review Meeting: Design/Build Team and Client will discuss the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified.

c) Site Visit: Design/Build Team and Client will walk the selected sites to finalize analysis and make design recommendations. Design/Build team and Client will identify means to collect storm water runoff from skate surfaces and deliver to single point of discharge. Items such Vehicular, Pedestrian and Utility Integration, Required/Desired Amenities, and Permitting Requirements will be discussed and solutions proposed for identified items.

d) 2nd Community Meeting for Skatepark Input: Design/Build Team will engage community members and stakeholders in a public input meeting to gather input on the skatepark designs for selected sites. Grindline will explain the design/public input process, and share how the community drives the project development. This meeting is an open forum for public to ask questions and give opinions on proposed Skatepark concepts. Community members will be given an opportunity to provide input via verbal, written or online participation. If desired by the City, an online forum hosted by Grindline can be created for the Skatepark project so community members access project information online and make comments for consideration.

e) Design Review Meeting: Design/Build Team and City will discuss input from the 2nd Community Meeting and comments posted on the projects' online forum. City Staff will provide direction so Design/Build Team can begin development of the Conceptual Designs.

f) Preliminary Conceptual Design: Design/Build Team will develop Preliminary Concepts based on information from Project Startup Report and submit to City for comment. The skatepark designs will be coordinated with the incorporation of amenities, landscaping and storm water management design. The concepts include the skateparks and include preliminary cost estimates.

g) 3rd Community Meeting to Present Preliminary Concept: Design/Build Team will host the 3rd community meeting for community members and stakeholders to present the Preliminary Concepts and get feedback. Concepts will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3-d models. This allows us to "walk or skate around the design" as well as pull dimensions upon request from the audience.

Task 2 Deliverables & Final Products:

1. Topographic Survey and Geotechnical Report for selected sites
2. Conceptual Designs suitable for display showing the site plan and program elements to scale. Submittal to include plan and 3d perspective views and will be submitted on a 24" x 36" sheets for presentation at meetings as well as in digital format
3. Preliminary Cost Estimates with quantity of materials estimates for concepts
4. Summary of Public Input Report from 2nd & 3rd Community Meetings and Online Forums

TASK 3. FINAL DESIGN

a) Design Review Meeting: Design/Build Team and City will discuss input from the community meeting and comments posted on the projects' online forum. City Staff will provide direction so Design/Build Team can begin development of the Final Designs.

b) Final Design: Design/Build Team will create Final Designs and submit to the City for review. This will finalize amenities, landscaping and storm water management designs as well. The Final Designs are a complete build out of the skateparks and non-skatepark components. The City's review comments will include information and changes relevant to local and state building codes and permits. Design/Build Team will provide detailed line item cost estimates and updated schedule.

c) 4th Community Meeting to Present Final Design: Design/Build Team will host the 4th community meeting for community members and stakeholders to present the Final Designs. The Designs will be presented similar to task 2g and the public will be updated on the project schedule though completion dates.

Task 3 Deliverables & Final Products:

1. Final Designs suitable for display showing the site plans and program elements to scale. Submittal to include plans and 3d perspective views and will be submitted on a 24" x 36" sheets for presentation at meetings as well as in digital format
2. Final Cost Estimates with quantity of materials estimates for approved designs.

TASK 4. CONSTRUCTION DOCUMENTS

Grindline will deliver 50% and 100% sets of drawings and coordinate with City staff to review drawings. The City's review comments should include all information and changes relevant to local and state building codes and permits. Klotz will prepare civil construction plans for both sites including site/dimension control, pavement, grading, on-site utility (including domestic water, sanitary & storm drainage), storm water pollution prevention. Plans will be submitted to the appropriate review agencies for review and approval. Final Approved Plans will be submitted for permitting in digital PDF format unless specified otherwise by City.

Task 4 Deliverables & Final Products:

50% & 100% Construction Documents - Document set in digital PDF format. Submission to include:

- a) Site Plan & Details
- b) Grading, Drainage, Erosion Control Plans & Details
- c) Skatepark Materials Plan
- d) Skatepark Vertical Controls
- e) Skatepark Horizontal Controls
- f) Skatepark Jointing Plan
- g) Skatepark Sections
- h) Skatepark Details
- i) Technical Specifications
- j) Final cost estimate and quantity of materials estimate
- l) Permits required for construction

TASK 5. CONSTRUCTION

Grindline will schedule and attend the pre-construction meeting. Our crews will mobilize to Bryan and throughout construction, the site superintendents and project manager will host regular site meetings, provide weekly written progress reports, as well as review and produce any change orders and clarification drawings as needed. We will provide all materials and compaction testing and special inspections as required. Using local material and equipment suppliers, Grindline will self perform all construction according to the approved drawings and actively procure subcontracts with local businesses for non-skatepark construction services. Upon issuance of Notice of Completion, Grindline will deliver a complete set of As-Built Drawings, an Operations & Maintenance Manual and a 1 Year Warranty.

Task 5 Deliverables & Final Products:

1. Construction of Skatepark System
2. As-Built Drawings
3. Operations & Maintenance Manual
4. Warranty Letter

REFERENCES

PAINES PARK - PHILADELPHIA, PA

Joshua Nims, Operations Manager
Schuylkill River Development Corporation
(215) 222-6030 x106 phone
(215) 222-6032 fax
josh.nims@srdc.net

SPRING PARK - SPRING, TX

Sally Bradford, Director
Greenspoint Redevelopment Agency
(281) 877- 9952 phone
(281) 876-4688 fax
sbradford@greenspoint.org

JAMAIL SKATEPARK - HOUSTON, TX

Barry Blumenthal, Executive Director
PUSH (Public Use Skatepark Houston)
(281) 658-4762 phone
fax N/A
barry_blumenthal@ml.com

SAN ANTONIO, TX SKATEPARK SYSTEM

J. Mark Wittlinger, Project Manager
City of San Antonio Capitol Improvements
Management Services
(210) 207-2874 phone
fax N/A
mark.wittlinger@sanantonio.gov

MARTIN ROAD SKATEPARK JOHN STIFF MEMORIAL SKATEPARK AMARILLO, TX

Rod Tweet, Director
Amarillo Parks & Recreation
(806) 378-3037 phone
(806) 378.9478 fax
rod.tweet@ci.amarillo.tx.us

G. HYSMITH SKATEPARK - COLLEGE STATION, TX

Edward McDonald, EIT
City of College Station
(979) 764-3528 phone
(979) 764-3489 fax
emcdonald@cstx.gov

OCEANSIDE, CA SKATEPARK SYSTEM

Nathan Mertz, Parks Development Manager
City of Oceanside
(760) 435-5619 phone
(760) 435-6172 fax
nmertz@ci.oceanside.ca.us

HANDLOFF PARK AND PHILLIPS PARK SKATESPOTS - NEWARK, DE

Joe Spadafino, Recreation Superintendent
Newark Parks and Recreation Dept.
(302) 366-7060 phone
(302) 366-7169 fax
jspadafino@newark.de.us

DELRIDGE SKATEPARK - SEATTLE, WA

Kelly Davidson, Project Manager
Seattle parks and Rec.
(206) 233-2785 phone
(206) 233-3949 fax
kelly.davidson@seattle.gov

FREEDOM PARK SKATEPARK - MEDFORD, NJ

Beth Portocalis, Direction of Recreation
Medford Parks and Rec.
(609) 654-2512 phone
(609) 953.4087 fax
bportocalis@medfordtownship.com

WESTPOINT SKATEPARK - WESTPOINT, MS

Melanie Busby, City Manager
City of Westpoint
(662) 275-3941 phone
fax N/A
mbusby@wpnet.org

KIWANIS PARK SKATEPARK - LEWISTON, ID

Tim Barker, Parks & Recreation Director
City of Lewiston
(208) 746-2313 phone
(208) 746-9110 fax
TBarker@CityofLewiston.org



Greater Greenspoint Redevelopment Authority

Chairman
ELVIN FRANKLIN, JR.
Harris County Representative

Treasurer
JOHN O. CORNETT
Aldine Independent School
District Representative

Secretary
SETH L. SHARR
Spring Independent School
District Representative

ERVIN H. BAUMEYER, P.E.
City of Houston Representative

CHARLES H. MOCK
City of Houston Representative

ART MURILLO
METRO
City of Houston Representative

DR. STEVE HEAD
Lone Star College District
Representative

SALLY L. BRADFORD
Executive Director

January 20, 2014

Re: Spring Skate Park
Greenspoint Redevelopment Authority
Houston, Texas

Dear Sir or Madam:

This letter is a recommendation for Grindline Skateparks. I have had the pleasure of working with Grindline on both the design and construction of our public skate park. Spring Skate Park will be the largest skate park in North America. It is slated to be open in early July, 2014.

Grindline helped us with our public meetings and did a great job of addressing questions by both skaters and non skaters. Their enthusiasm and expertise helped meeting participants understand the value of a skate board park as a community amenity.

Not only has Grindline created a terrific design for a 72,000 sf park, they have included features to make this a unique and highly skatable venue. They are nearing completion of construction and are true artists. Their dedication is amazing considering at times their crew worked in 102 degree Houston weather. All crew members were professional and worked very well with our general contractor and landscape architect. The quality of their work is amazing and they will complete the project within budget.

I highly recommend Grindline to design and or construct your skatepark. If you have any specific questions, or would like to arrange a site visit, please feel to contact me at 281-877-9952.

Sincerely,

Sally Bradford
Executive Director



FRANKLIN'S PAINE
• SKATEPARK FUND •

January 22, 2014

To Whom It May Concern,

Please consider this letter as my professional recommendation of Grindline Skateparks. Franklin's Paine Skatepark Fund, in partnership with the City of Philadelphia, selected Grindline for the construction of Paine's Park- a unique multi-use skateable space in the shadow of the Philadelphia Museum of Art covering more than two acres of Philadelphia's premier cultural real estate along the Benjamin Franklin Parkway.

The Grindline team proved that they are a firm that can excel at undertaking contracts which demand sensitivity to the complexity of construction and development in the urban environment. Their ability to work seamlessly with non-skatepark contractors, architects, city agency representatives, and the rest of the client team; while producing an ultimately superior skateboarding facility; shows the depth and sensitivity of their management and the maturity and skill of their construction teams.

Despite the uniqueness of the project, Grindline was able to produce a solid estimate as part of the winning construction team and stick to their projected costs and schedules throughout. Long before the project began construction, Grindline provided important design feedback and value engineering suggestions to the architect and design team that was invaluable to getting the project to final design and funding.

It was a pleasure working with the entire Grindline team throughout the design and construction process. Their reputation and a 10+ year track record of in-house skatepark design/build experience contributed directly to the current success, popularity and quality of Paine's Park. We will not hesitate to use them again for future skateboarding projects in Philadelphia.

Sincerely,

/josh/

Joshua Nims, J.D.
Founder, FPSF
Project Manager, Paine's Park

129 S. 30th Street, Unit B
Philadelphia, PA 19104
215-222-4300
www.franklinspaine.com



Public Use Skateparks for Houston
www.pushhouston.com

January 28th, 2009

To Whom This May Concern:

On behalf of Public Use Skateparks for Houston (PUSH), I fully support Grindline Skateparks Inc. in their efforts to design and construct new skateparks for public and private use.

Grindline created one of the world's best skateparks for Houston. As a key participant in the Jamail Skatepark Project, Grindline showed a high level of professionalism and ingenuity while working with city officials, project sponsors, landscape architects, and auxiliary construction crews. The end result was a well built skatepark, on schedule, and within budget.

Grindline is PUSH's first choice as skatepark constructor for some lesser known, yet very important, reasons too. First, Grindline has the capability to construct all of the more difficult skatepark features, while keeping cost at bay. Items such as cradles, over-vert, concrete coping, large bank and transition walls, and full pipes are all key elements to consider for a state-of-the-art skatepark, and Grindline has built many of each. Second, Grindline not only brought an experience core crew to Houston for the Jamail Skatepark Project but also hired locally and provided training to expand their workforce.

Grindline should be a welcomed addition to every skatepark project team. Please consider them your number one choice. Their continued success is apparent and we eagerly await Texas' next Grindline skatepark.

Sincerely,

Jason Espeseth
PUSH



Micah,

I wanted to let you know how pleased the City of Newark is with the two skateparks that you constructed for us this summer, they are a hit! You did a great job in leading us through the design phase with the Newark Community and our committee. Your construction crew came in for one of the wettest summers on record and fought through the elements to complete two fantastic skate facilities. The Grindline staff worked with us very closely throughout the project and the construction crew kept us updated every day on what was completed and what was next on the schedule.

The final product is one that the City of Newark and the skate community is very proud of. Thanks for making it happen!

Joe Spadafino
Recreation Superintendent
Newark Parks and Recreation Dept.
220 South Main Street
Newark, DE 19711
(302) 366-7060
(302) 366-7169 fax
www.cityofnewarkde.us/parksrecreation



CITY OF OCEANSIDE ENGINEERING

January 22, 2014

To Whom It May Concern,

Please consider this letter as my professional recommendation of Grindline Skateparks Inc. The Grindline team proved to be a successful firm in working with City staff and community members to develop Oceanside's skatepark system. The City of Oceanside California selected Grindline to design three of our most recently completed concrete skateparks.

In 2008 to 2009 through a design, bid, build process, the City awarded Grindline Skateparks a construction contract for two skateparks. In 2013, the third skatepark went through a design, bid, build process, and a construction contract was awarded to a local skatepark construction firm as the low bid. Grindline successfully provided construction support to the City of Oceanside for the third skatepark. During this time Grindline, conducted site visits at key project milestones, and continued to provide crucial construction support during the project and project close-out.

Grindline's ability to manage the design of all three skateparks at once and then construct two of those skateparks simultaneously demonstrates the firm has a strong project team comprised of very skilled individuals. It has been a pleasure working with the entire Grindline team throughout the design and construction process. Their reputation for creating quality skateparks and a 10+ year track record of design/build experience contributed directly to the success, quality and extreme popularity of the City's skatepark system.

Sincerely

A handwritten signature in black ink, appearing to read "Nathan Mertz".

Nathan Mertz
Parks Development Manager
City of Oceanside



ROUND ROCK, TEXAS
 PURPOSE. PASSION. PROSPERITY.

9 AUGUST 2007

- GRINDLINE -

THE ROUND ROCK SKATE PARK IS A HUGE SUCCESS AND WE COULD NOT BE HAPPIER WITH THE FINAL PRODUCT. THANK YOU FOR ALL YOUR HARD WORK THROUGHOUT THE PROJECT.

WE HAD A FEW BOARDS PRINTED UP TO SHOW OUR APPRECIATION FOR EVERYONE THAT HELPED OUT ON THIS PROJECT, THOUGHT YOU MIGHT LIKE ONE.

THANKS AGAIN, WE ARE ENJOYING OUR PARK.

SINCERELY,

Aileen Dryden

CITY OF ROUND ROCK PARKS

Mayor
 Dale Brown
 Mayor Pro Tem
 Tom Miller
 Councilmembers
 Andy Hancock
 Joe Lee
 Carlos Salinas
 Scott Blosser
 Greg Whitely
 City Manager
 Robert Nix
 City Attorney
 Stephen Smith



January 29, 2009

To Whom It May Concern,

It is my pleasure to provide a letter of recommendation for Grindline Skateparks, Inc. The City of Amarillo has partnered with Grindline Skateparks on two design build skate park projects. Grindline staff has proven to be very competent with taking public input and creating designs that meet the needs of the community. The construction process was timely and within budget even with minor changes and enhancements encountered along the way. Grindline Skateparks, Inc will provide you with a quality skate park that will meet the satisfaction of your skate community and last for years to come.

Sincerely,

A handwritten signature in black ink that reads "Rod Tweet". The signature is written in a cursive style with a long horizontal line extending from the top of the first letter.

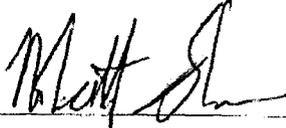
Rod Tweet
Assistant Director of Parks & Recreation
City of Amarillo

CERTIFICATION AND AUTHORIZATION

TAB F

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read RFQ # 14-024 and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this SOQ, that this SOQ has not been prepared in collusion with any other Respondent, and that the contents of this SOQ have not been communicated to any other Respondent prior to the official opening of this SOQ.

Signed By:  Title: Vice President

Typed Name: Matt Fluegge Company Name: Grindline Skateparks, Inc.

Phone No.: (206) 932-6414 Fax No.: (206) 932-6414

Email: matt@grindline.com

Bid Address: 4619 14th Ave SW Seattle WA 98106
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-3041527

Date: February 7th, 2014

END OF RFQ # 14-024



January 30, 2014

City of Bryan Texas-Purchasing Department
1309 E. Martin Luther King Street
Bryan, TX 77803

Re: Letter of Verification of Bond Capacity Bryan TX Skatepark #14-024

To Whom It May Concern:

Per your request, this letter is intended to substantiate Grindline Skatepark Inc.'s bond line of credit currently made available to them and ability to bond this above referenced job.

We have represented Grindline Skateparks, Inc. for 10 years.

They are currently bonded with Travelers Casualty & Surety Company of North America who is A.M. Bests "A" rated.

They currently have a bond line of approximately \$3,000,000,000 single job size and \$3,500,000 aggregate.

I feel they could qualify for larger jobs if the right jobs were to be presented. If Grindline is awarded this job, Travelers Casualty and Surety Co. of NA will issue the needed performance and payment bond, subject to the surety's verification of financing and contract documents.

Feel free to call if you have any further question or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey L. Stewart".

Jeffrey L. Stewart, Attorney in Fact- Travelers Casualty & Surety Co. of North America



PURCHASING DEPARTMENT

January 22, 2014

ADDENDUM NO. 1

Addendum to City of Bryan Request for Qualifications No. 14-024

“Design – Build Services for Design and Construction of Two (2) In-Ground Concrete Skate Parks in Two (2) City of Bryan Parks”

Please be advised of the following clarifications, additions, deletions and/or changes to RFQ No. 14-024 are hereby made a part of the bid documents for the above reference project as full and as completely as though the same were included therein.

Q & A:

Q: Has the City of Bryan been working with any previous consultants regarding the skate park prior to the RFP? If so, which consultants and what effort has been made to date?

A: No. This RFQ is the City of Bryan's first attempt to build a skate park of this type.

Q: Is there an estimate for this project?

A: As noted on page four of the document “a not to exceed combined amount total of \$1,200,000 for two skate parks”.

Q: How many construction document submittals will be required (i.e. 50%, 90%, etc.)?

A: 50% and 90% will be required for construction document submittals.

Q: Is a performance/payment bond required for the project? If so, will a bid bond be required to accompany the proposal, or will a bond-ability letter from the company's surety noting its ability to bond this project be enough?

A: The selected firm will provide payment and performance bonds for all construction work over fifty thousand dollars (\$50,000). These bonds will not provide coverage for the portion of the design-build contract that includes design services only.

There is no requirement for a bid bond to accompany your submittal; however, the City will require a bond-ability letter from the firms' surety company noting ability to bond the project to accompany the RFQ submittals.

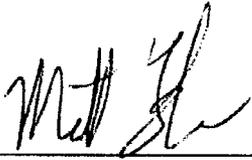
1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507
<http://www.bryantx.gov/departments/?name=purchasing>

Pre-SOQ Conference Clarifications:

- **Website Address for GIS-Parks:** <http://ims.bryantx.gov/park/viewer.htm>
- **Attachment:** City of Bryan Parks & Acreage (2 pages)
- **Power Point Presentation presented at the Pre-SOQ conference (18 pages)**

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.



Vendor Acknowledgement Signature



Karen Sonley, Buyer
City of Bryan - Purchasing

Purchasing Department
1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507



PURCHASING DEPARTMENT

January 23, 2014

ADDENDUM NO. 2

Addendum to City of Bryan Request for Qualifications No. 14-024

“Design – Build Services for Design and Construction of Two (2) In-Ground Concrete Skate Parks in Two (2) City of Bryan Parks”

Please be advised of the following clarifications, additions, deletions and/or changes to RFQ No. 14-024 are hereby made a part of the bid documents for the above reference project as full and as completely as though the same were included therein.

Additional Q & A:

Q: Who will be on selection committee?

A: The committee has not been finalized yet.

Q: Will the committee include both city staff and the public?

A: Yes.

Q: Is there an interest in using local contractors?

A: Yes.

Q: Was the city in communication with any skatepark designers or builders during the process leading up to the Request for Qualifications?

A: We did talk to SPA Skateparks about skateparks in general as part of our research.

END OF ADDENDUM

This addendum shall be signed and included with your response package as acknowledgement of the addendum. Failure to acknowledge and submit any addenda may be cause for the bid to be rejected. The City's decision to accept or reject a bid due to a failure to acknowledge and submit addenda shall be final.

Vendor Acknowledgement Signature

Karen Sonley, Buyer
City of Bryan - Purchasing

1309 E. Martin Luther King St. • Bryan, TX 77803
(979) 209-5500 • Fax: (979) 209-5507
<http://www.bryantx.gov/departments/?name=purchasing>

AWARDS AND RECOGNITION



Tony Hawk, 4th Ward Skatepark, Atlanta, GA

FREE STICKERS

DISCUSSION

REYNOLDS

INTERVIEW

KOSTON

THE FUTURE

MALTO

THRASHER

30
YEARS



13 YEARS
OF FOURSTAR
**GONZ
HOWARD
MARIANO
CARROLL
MILTON
B.A.**

HIGH MADNESS
**RAEMERS
MANDERSON
WORREST**

TELEVISION
**J MASCIS
DESCENDENTS
L.L. B**

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\$4.99 US & CANADA

10



Grindline Crewmember - Ryan "Peabody" McWhirter



THE AMERICAN INSTITUTE OF ARCHITECTS
PORTLAND CHAPTER

PRESENTS THIS

UNBUILT CITATION AWARD

TO

DAO ARCHITECTURE LLC
IN COLLABORATION WITH
LANGO HANSEN LANDSCAPE ARCHITECTS P.C.
AND
GRINDLINE SKATEPARKS INC.

IN RECOGNITION OF THE PROFESSIONAL EXCELLENCE
MANIFESTED BY THE ARCHITECTS IN THE DESIGN OF

STEEL BRIDGE SKATEPARK

AND OF THE INTELLIGENT COOPERATION SHOWN BY

CITY OF PORTLAND / PORTLAND PARKS & RECREATION

IN RECOGNIZING AND DEMANDING THE HIGHEST OF
ARCHITECTURAL STANDARDS.


ROBERT HOFFMAN, AIA
2010 AIA PORTLAND PRESIDENT



30 Years of Independent Trucks

Skateboard Legend Christian Hosoi,
Jamail Skatepark, Houston

DECEMBER 2008 • ISSUE #340

\$3.99 US & CANADA



WWW.THRASHERMAGAZINE.COM

Grindline Skateparks, Inc.

Report on Review
of Financial Statements

Years Ended December 31, 2012 and 2011

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

March 15, 2013

To the Board of Directors and Stockholders
Grindline Skateparks, Inc.
Seattle, Washington

We have reviewed the accompanying balance sheets of Grindline Skateparks, Inc. (an S Corporation) as of December 31, 2012 and 2011 and the related statements of income and retained earnings and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our reviews were made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any modifications that should be made to such information.



Willett, Zevenbergen & Bennett, LLP
Certified Public Accountants

GRINDLINE SKATEPARKS, INC.BALANCE SHEETSDECEMBER 31, 2012 AND 2011

ASSETS	<u>2012</u>	<u>2011</u>
Current Assets:		
Cash and cash equivalents	\$ 57,917	\$ 192,531
Contract receivables	410,247	459,418
Contract receivables – retention	99,088	36,093
Other receivables	306	881
Inventory	1,478	764
Prepaid expenses	-0-	3,289
Costs in excess of billings on uncompleted contracts	108,692	44,151
Current portion of long-term note receivable	<u>12,968</u>	<u>14,216</u>
Total Current Assets	690,696	751,343
Fixed Assets:		
Office furniture and equipment	49,948	52,696
Construction tools and equipment	290,032	290,032
Vehicles and trucks	25,244	25,244
Leasehold improvements	<u>57,605</u>	<u>54,735</u>
	422,829	422,707
Accumulated depreciation	<u>(369,941)</u>	<u>(359,874)</u>
	52,888	62,833
Other Assets	<u>911</u>	<u>911</u>
Total Assets	<u>\$ 744,495</u>	<u>\$ 815,087</u>

See accompanying notes and independent accountants' report.

GRINDLINE SKATEPARKS, INC.BALANCE SHEETSDECEMBER 31, 2012 AND 2011

LIABILITIES AND STOCKHOLDERS' EQUITY	<u>2012</u>	<u>2011</u>
Current Liabilities:		
Accounts payable – trade	\$ 302,783	\$ 168,601
Accounts payable – other	18,511	13,170
Line of credit	-0-	144,999
Accrued expenses	64,836	7,565
Note payable	-0-	100,000
Billings in excess of costs on uncompleted contracts	<u>597</u>	<u>23,677</u>
Total Current Liabilities	386,727	458,012
Stockholders' Equity:		
Common stock, \$10 par value, 50,000 shares authorized, 100 shares issued and outstanding	1,000	1,000
Additional paid-in capital	44,278	44,278
Retained Earnings	<u>312,490</u>	<u>311,797</u>
Total Stockholders' Equity	<u>357,768</u>	<u>357,075</u>
Total Liabilities and Equity	<u>\$ 744,495</u>	<u>\$ 815,087</u>

See accompanying notes and independent accountants' report.

GRINDLINE SKATEPARKS, INC.STATEMENTS OF INCOME AND RETAINED EARNINGSYEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Revenues	\$3,278,743	\$3,533,130
Direct Cost of Revenue:		
Labor costs	1,017,956	1,160,802
Materials	556,131	645,815
Subcontractors	492,323	396,795
Equipment rental	250,993	266,121
Travel and lodging	241,473	253,219
Payroll taxes	162,087	167,190
Design engineering	87,827	96,900
Other	<u>63,220</u>	<u>85,241</u>
	<u>2,872,010</u>	<u>3,072,083</u>
Gross Profit	406,733	461,047
Operating Expenses	<u>345,916</u>	<u>303,318</u>
Operating Income	60,817	157,729
Other Income and (Expense):		
Interest income	930	2,086
Interest expense	<u>(6,054)</u>	<u>(16,560)</u>
	<u>(5,124)</u>	<u>(14,474)</u>
Net Income Before Dividends	55,693	143,255
Dividends	(55,000)	(42,300)
Retained Earnings, Beginning of Year	<u>311,797</u>	<u>210,842</u>
Retained Earnings, End of Year	<u>\$ 312,490</u>	<u>\$ 311,797</u>

See accompanying notes and independent accountants' report.

GRINDLINE SKATEPARKS, INC.STATEMENTS OF CASH FLOWSYEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities:		
Net Income	\$ 55,693	\$ 143,252
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	13,382	17,012
(Increase) Decrease in:		
Contract receivables	(13,824)	(142,056)
Other receivables	575	498
Note receivable	1,248	-0-
Inventory	(714)	(764)
Prepaid expenses	3,289	(3,289)
Costs in excess of billings	(64,541)	(23,559)
Long-term note receivable	-0-	1,094
Increase (Decrease) in:		
Accounts payable – trade	134,182	62,476
Accounts payable – other	5,341	4,754
Accrued expenses	57,271	(2,987)
Billings in excess of costs	<u>(23,080)</u>	<u>(44,148)</u>
Net Cash Provided By Operating Activities	168,822	12,283
Cash Flows from Investing Activities:		
Decrease in other assets	-0-	14,716
(Purchase) disposition of tools and equipment, net	<u>(3,437)</u>	<u>(9,372)</u>
Net Cash (Used In)/Provided By Investing Activities	(3,437)	5,344

See accompanying notes and independent accountants' report.

GRINDLINE SKATEPARKS, INC.STATEMENTS OF CASH FLOWS – CONTINUEDYEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Cash Flows from Financing Activities:		
Dividend payments	(55,000)	(42,300)
(Repayment of) proceeds from note payable	(100,000)	(150,000)
Proceeds from (repayment of) line of credit	<u>(144,999)</u>	<u>144,999</u>
Net Cash Used By Financing Activities	<u>(299,999)</u>	<u>(47,301)</u>
Net (Decrease) Increase in Cash	(134,614)	(29,674)
Cash at Beginning of Year	<u>192,531</u>	<u>222,205</u>
Cash at End of Year	<u>\$ 57,917</u>	<u>\$ 192,531</u>

See accompanying notes and independent accountants' report.

GRINDLINE SKATEPARKS, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Grindline Skateparks, Inc. (the Company) was founded in 2001 as a full service general contractor engaged primarily in the construction of skate parks. The Company also has a specialized division providing design services for clients that require only skate park designs.

Basis of Presentation

The Company has prepared its financial statements in conformity with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents. The Company occasionally has cash in excess of federally insured limits.

Cash paid for interest expense was \$6,054 and \$16,560 during the years ended December 31, 2012 and 2011, respectively.

Revenue and Cost Recognition

Revenues from fixed price construction contracts are recognized on the percentage of completion method, measured by the percentage of completion as determined by the ratio of actual costs incurred and work completed to management's current estimates of total costs at completion. Contract costs include all direct material, subcontractor, and labor costs, and other costs identifiable to a specific project. Selling, general and administrative costs are charged to expense as incurred.

GRINDLINE SKATEPARKS, INC.NOTES TO FINANCIAL STATEMENTSYEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Revenue and Cost Recognition – Continued

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined. An amount equal to contract costs attributable to claims is included in revenues when realization is probable and the amount can be reliably estimated.

The length of the Company's contracts varies and can extend up to six months.

Contracts Receivable

Contracts receivable from performing construction of projects are based on contract prices. Normal contracts receivable are due thirty days after the issuance of the invoice. Contract retentions, if any, are due thirty days after completion of the project and acceptance by the owner. Receivables due more than 120 days are considered delinquent. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Furniture and Equipment and Related Depreciation

Furniture and Equipment are stated at cost and depreciated using straight-line and accelerated methods. Expenditures for major additions and improvements are capitalized and minor replacements, maintenance, and repairs are charged to expense as incurred. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss included in the results from operations for the respective period. The estimated lives are as follows:

Computer equipment and software	3-5 years
Vehicles	5 years
Furniture and construction equipment	7-10 years

Various equipment purchased in previous years has been depreciated using accelerated methods, with prescribed rates and periods for various classes of assets based upon the Internal Revenue Code guidelines. Use of these methods approximates amounts determined by generally accepted accounting principles in the United States of America. Depreciation expense totaled \$13,382 and \$17,012 in 2012 and 2011, respectively.

GRINDLINE SKATEPARKS, INC.NOTES TO FINANCIAL STATEMENTSYEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Retirement Plan

Prior to 2012, the Company established an employee 401(k) plan under the provisions of the Internal Revenue Code. Employees were eligible to participate in the plan after completing one year of service with the Company and had to be at least twenty-one years of age. The plan allowed eligible employees to defer up to fifteen percent of their compensation, or \$16,500, whichever was less, into the plan. If a participant was fifty years of age or older, an additional \$5,500 of catch up contributions could be made. In 2011, there was a \$3,900 employer contribution to the plan.

In 2012, the Company elected to transition the established 401(k) plan to a Simple IRA plan under the provisions of the Internal Revenue Code. Employees who have earned at least \$5,000 per year during any two preceding years and who are expected to earn at least \$5,000 in the current year are eligible to participate in the plan. Participants may contribute up to \$11,500 in 2012. If a participant is fifty years of age or older, an additional \$2,500 of catch up contributions can be made. The Company matches employee contributions into the Simple IRA plan dollar-for-dollar up to 3% of the eligible participant's compensation. In 2012, there was a \$11,987 employer contribution to the plan.

Income Taxes

On April 8, 2001, the Company, with the consent of its shareholders, elected under the Internal Revenue Code to be taxed as an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Pursuant to this election, no provision for a deferred tax asset or liability has been made in the financial statements for any items and expenses not reported in tax returns and financial statements in the same year.

Advertising and Marketing Costs

The Company expenses marketing and advertising costs as they are incurred. Total marketing and advertising costs expensed were \$6,806 and \$7,720 for 2012 and 2011, respectively. The Company incurred no direct-response marketing or advertising during the year and has no capitalized marketing or advertising costs included in the financial statements.

GRINDLINE SKATEPARKS, INC.NOTES TO FINANCIAL STATEMENTSYEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Compensated Absences

The Company allows full-time employees to receive compensation for vacation and sick leave. Compensated absences for vacation and sick pay have not been accrued since they cannot be reasonably estimated, but are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through March 15, 2013, which is the date the financial statements were available to be issued.

NOTE B – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of temporary cash investments and trade accounts receivable. The Company places its temporary cash investments with high credit quality financial institutions and limits the amount of credit exposure to any one financial institution to the amount of Federal Deposit Insurance Corporation (FDIC) coverage.

The Company generally grants credit to customers on an unsecured basis. As of December 31, 2012, eighty-four percent (84%) of the Company's trade receivable balance was related to seven different projects, all of which were contracted with government entities. As of December 31, 2012, the Company had no other significant concentrations of credit or market risk.

NOTE C – LINE OF CREDIT

The Company has a \$175,000 line of credit with Eastside Commercial Bank. The line accrues interest at the bank's prime rate plus 2.5% or a minimum rate of 7.5%. At December 31, 2012 and 2011 there was \$0- and \$144,999 outstanding under this financing agreement, respectively. The line and the note payable to Eastside Commercial Bank are collateralized by the tangible assets of the Company and the personal guarantee of Mr. Roger Hubbard, President, and Ms. Emily Giaquinta, Secretary/Treasurer.

GRINDLINE SKATEPARKS, INC.NOTES TO FINANCIAL STATEMENTSYEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE D – ACCRUED EXPENSES

Accrued expenses consist of the following at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
State excise tax payable	\$ 50,986	\$ -0-
Payroll taxes and withholdings	12,178	7,565
Other accrued expenses	<u>1,672</u>	<u>-0-</u>
	<u>\$ 64,836</u>	<u>\$ 7,565</u>

NOTE E – OTHER ASSETS

	<u>2012</u>	<u>2011</u>
Other assets consist of the following:		
Stockholder advances	\$ 911	\$ 911
	<u>\$ 911</u>	<u>\$ 911</u>

NOTE F – RELATED PARTY TRANSACTIONS

The Company rents office and warehouse space from its founding stockholder, Mr. Roger Hubbard. The total rent paid was \$33,600 and \$33,600 in 2012 and 2011, respectively.

GRINDLINE SKATEPARKS, INC.NOTES TO FINANCIAL STATEMENTSYEARS ENDED DECEMBER 31, 2012 AND 2011

NOTE G – LONG-TERM LEASES

The Company has an agreement to lease office and warehouse space with Roger Hubbard under a one year, non-cancelable lease agreement.

The following is a schedule of future minimum rental payments required under the above operating lease:

<u>Year ending</u> <u>December 31,</u>	<u>Amount</u>
2013	<u>\$ 33,600</u>

Rental expense under the above operating lease was \$33,600 and \$33,600 for the years ended December 31, 2012 and 2011, respectively.

NOTE H – TAX DISCLOSURES FOR PASS-THROUGH ENTITIES

Taxable income is reported on the federal tax returns of the individual owners. Accordingly, no provision has been made for federal income tax in the accompanying financial statements.

The amount of income passed through to owners as of December 31, 2012 is \$187,000. For the year ending December 31, 2012 the Company distributed \$55,000 to its owners.

SUPPLEMENTAL INFORMATION

GRINDLINE SKATEPARKS, INC.SCHEDULE OF OPERATING EXPENSESYEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Administrative wages	\$ 93,419	\$ 93,818
Employee benefits	50,399	37,471
Payroll and business taxes	46,884	22,687
Rent	33,600	33,600
Insurance	28,800	31,654
Telephone	24,509	21,894
Office expenses	17,886	10,137
Depreciation and amortization	13,382	17,012
Licenses and permits	13,092	10,013
Legal and accounting	11,259	8,985
Marketing expenses	6,806	7,720
Postage	4,165	4,340
Travel and auto	<u>1,715</u>	<u>3,987</u>
	<u>\$ 345,916</u>	<u>\$ 303,318</u>

See independent accountants' report.

GRINDLINE SKATEPARKS, INC.

SCHEDULE OF UNCOMPLETED CONTRACTS – PERCENTAGE OF COMPLETION
METHOD

YEAR ENDED DECEMBER 31, 2011

	<u>Total Contract Values</u>	<u>Costs Incurred</u>	<u>Estimated Costs to Complete</u>	<u>Total Project Costs</u>
Carnegie, PA	\$ 37,245	\$ 2,198	\$ 17,318	\$ 19,516
Ithaca, NY	42,300	12,196	14,875	27,072
Lander, WY	22,825	9,386	374	9,760
Oceanside, CA	53,285	7,572	31,993	39,565
Pflugerville, TX	10,000	4,455	1,675	4,500
Seatac, WA	27,890	21,191	3,630	24,822
Slavic Village, OH	9,870	6,353	409	6,762
Spokane (UTF), WA	30,860	7,104	14,497	21,602
Sturgeon Bay, WI	18,430	5,499	1,411	6,911
Toledo, WA	22,153	1,946	6,516	8,462
Waco, TX	18,270	5,754	3,016	8,770
Cleveland, OH	758,250	26,208	580,392	606,600
Copenhagen, DK	23,070	2,212	298	2,510
Philadelphia, PA	342,800	1,635	276,793	278,429
Rishon, Israel	72,700	47,318	5,083	52,401
Santa Fe, NM	269,400	2,284	213,236	215,520
Seattle (Judkins), WA	329,909	246,607	63,552	310,159
Seattle (Roxhill), WA	494,723	378,792	76,354	455,145
South Kitsap, WA	681,840	105,596	489,719	595,315
Tehaleh, WA	<u>117,000</u>	<u>55,904</u>	<u>11,252</u>	<u>67,156</u>
TOTALS	<u>\$3,382,820</u>	<u>\$ 948,483</u>	<u>\$1,812,395</u>	<u>\$2,760,978</u>

See independent accountants' report

<u>Percentage Of Work Complete</u>	<u>Revenues Earned to Date</u>	<u>Revenues Invoiced to Date</u>	<u>Billings in Excess of Costs</u>	<u>Costs in Excess of Billings</u>
11.27%	\$ 4,195	\$ 4,192	-0-	\$ 3
45.05%	19,057	18,895	-0-	162
96.17%	21,950	21,835	-0-	115
19.14%	10,198	7,660	-0-	2,538
62.78%	6,278	4,455	-0-	1,823
85.37%	23,810	22,312	-0-	1,498
93.95%	9,272	9,870	597	-0-
32.89%	10,149	7,508	-0-	2,640
79.57%	14,665	14,610	-0-	55
22.99%	5,094	4,977	-0-	117
65.61%	11,987	11,120	-0-	867
4.32%	32,760	24,115	-0-	8,646
88.11%	20,327	20,317	-0-	10
0.59%	2,014	-0-	-0-	2,014
90.30%	65,648	63,542	-0-	2,106
1.06%	2,855	-0-	-0-	2,855
79.51%	262,310	255,746	-0-	6,564
83.22%	411,730	351,759	-0-	59,971
17.74%	120,943	106,960	-0-	13,983
83.24%	<u>97,396</u>	<u>94,675</u>	<u>-0-</u>	<u>2,721</u>
	<u>\$1,152,643</u>	<u>\$1,044,549</u>	<u>\$ 597</u>	<u>\$ 108,692</u>

GRINDLINE SKATEPARKS, INC.SCHEDULE OF COMPLETED CONTRACTSYEAR ENDED DECEMBER 31, 2012

<u>Completed Contracts</u>	<u>Total Contract Value</u>	<u>Total Costs</u>	<u>Gross Profit/(Loss)</u>
Lahaina, HI	\$ 393,500	\$ 310,701	\$ 82,799
College Park, MD	217,425	207,783	9,642
Red Lake, MN	253,761	172,190	81,571
West Point, MS	90,105	75,190	14,915
Medford, NJ	249,000	214,099	34,901
El Paso, TX	734,956	659,583	75,373
Lynnwood, WA (Zumiez)	92,300	77,016	15,284
Copenhagen, DK	987,388	726,787	260,601
Seattle, WA (Design)	<u>326,416</u>	<u>431,761</u>	<u>(105,345)</u>
Total	<u>\$3,344,851</u>	<u>\$2,875,109</u>	<u>\$ 469,742</u>

See independent accountants' report.