

**RESOLUTION NUMBER 04-053**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION SERVICES WITH DREAMLAND SKATEPARKS, LLC FOR PHASE II OF THE GUY COLES SKATE PARK.

WHEREAS, the Ketchum City Council previously authorized the City to proceed with the financing and construction of the Guy Coles Skate Park Phase II; and

WHEREAS, the notice for request of bid proposals was published in the official newspaper on June 2<sup>nd</sup> and 9<sup>th</sup>, 2004; and,

WHEREAS, there were no responsible bids received by the closing date; and,

WHEREAS, THE Ketchum City Council previously authorized the Mayor to identify, locate and negotiate construction services, pursuant to Idaho Code § 50-340(J), for Phase II of the Guy Coles Skate Park.

WHEREAS, the City of Ketchum has secured the monies for this project; and,

WHEREAS, Dreamland Skateparks, LLC. has provided a proposal and materials list, and they wish to enter into a contract for construction services with the City of Ketchum.


NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the Mayor is authorized to enter into a contract for construction services between the City of Ketchum and Dreamland Skateparks, LLC for Phase II of the Guy Coles Skate Park.

PASSED by the City Council and APPROVED by the Mayor this 28<sup>th</sup> day of June, 2004.

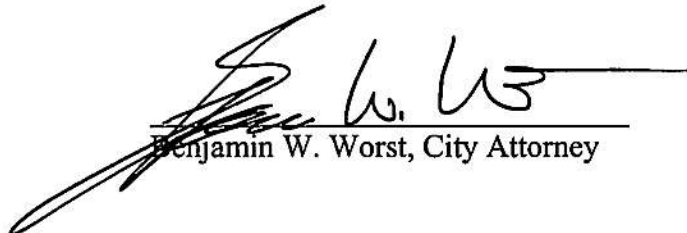
CITY OF KETCHUM, IDAHO

  
EDWARD SIMON, Mayor

ATTEST:

  
Sandra E. Cady, CMC  
City Clerk/Treasurer

APPROVED AS TO FORM  
AND CONTENT:

  
Benjamin W. Worst, City Attorney

**SKATEPARK DESIGN AND CONSTRUCTION AGREEMENT**  
**(City of Ketchum/Dreamland Skateparks, LLC)**

THIS AGREEMENT is made and entered into as of July 1, 2004, by and between the CITY OF KETCHUM, IDAHO (the "City"), and DREAMLAND SKATEPARKS, LLC, an Oregon limited liability company registered to do business in the state of Idaho ("Dreamland").

**RECITALS**

WHEREAS, the City owns certain improved real property located at the Northwest corner of the intersection of Warm Springs Road and Saddle Road, Ketchum, Idaho (the "Property"); and

WHEREAS, the Property has been improved with the addition of a skate park known as the Guy Coles Skate Park; and

WHEREAS, the City now desires to add to such improvements by completing Phase II of the Guy Coles Skate Park (the "Project" as identified in more detail in Paragraph 2 herein below); and

WHEREAS, the City Council authorized the City to proceed with the Project; and

WHEREAS, the notice of a request for bid proposals for the Project was published in the official newspaper of the City on June 2<sup>nd</sup> and 9<sup>th</sup>, 2004; and

WHEREAS, the City received no responsible bids for the Project by the closing date; and

WHEREAS, pursuant to Idaho Code § 50-340(J) and Resolutions Nos. 04-052 and 04-053, the City Council authorized the Mayor to locate an individual or entity qualified to complete the Project and to negotiate and execute a contract for completion of the Project with such individual or entity; and

WHEREAS, pursuant to the Mayor's request, Dreamland delivered a proposal to complete the Project and now desires to enter a contract with the City to complete the same; and

WHEREAS, the City desires to enter into a contract with Dreamland to complete the Project; and

WHEREAS, Dreamland has the skill, knowledge, experience, tools, machinery, equipment, materials and labor necessary to design, engineer and construct the Project.

NOW THEREFORE, the City and Dreamland agree as follows:

1) Incorporation of Recitals. The above-referenced recitals are hereby incorporated as an integral part of this Agreement.

2) Scope of the Project. The City and Dreamland both hereby acknowledge that the design and construction of skate parks is as much an art form as a project in engineering and construction. Accordingly, conventional architectural and engineering plans and specifications for the Project are inappropriate and do not exist. Nonetheless, the form, design, dimensions and components for the skate park contemplated herein are substantially set forth in the "Conceptual Plan", a true and correct copy of which is attached hereto and incorporated herein as Exhibit A; in that certain correspondence from Danyel Scott on behalf of Dreamland addressed to Kirk Mason at the City's Parks and Recreation Department dated June 10, 2004, a true and correct copy of which is attached hereto and incorporated herein as Exhibits B-1 through B-10; and in that certain "Ketchum Skate Park Budget Worksheet", a true and correct copy of which is attached hereto and incorporated herein as Exhibit C. The parties agree that Dreamland shall supply all skill, knowledge, experience, tools, machinery, equipment, materials and labor necessary to design, engineer and construct a skate park on the Property in the form, design and dimensions, and including the components substantially set forth in Exhibits A, B-1 through B-10 and C, and as further set forth in this Agreement, all of which shall constitute the "Project". Dreamland shall complete the Project in a timely and workmanlike manner and in compliance with all applicable safety codes, building codes and other applicable laws, codes, rules, ordinances and statutes, and pursuant to any additional architectural or engineering plans, drawings or specifications. Additionally, but without limiting the preceding requirements, Dreamland shall:

a) Coordinate all work on the Project and communicate such coordination on a regular basis among itself, the City Administrator and the heads of the City's Water and Sewer Department, Street Department, Building Department and Parks and Recreation Department. **Dreamland shall not engage in any excavation or compaction work without first notifying both the City Administrator and the Water and Sewer Department Head of the time and date of such work. Dreamland shall not engage in any concrete pouring, spraying or filling without first notifying both the City Administrator and the Building Department Head of the time and date of such work.** Dreamland shall meet with the City Administrator or his delegate on the Property not less than one time per week throughout the course of construction in order to apprise the City Administrator of the scope and nature of the work that Dreamland intends to conduct over the 7 (seven) days immediately following such meeting. **Without limiting the preceding requirements, Dreamland acknowledges the presence of a utilities easement and water main approximately bisecting the Property. Disturbing or improperly accommodating such water main in completing the Project could cause severe property damage and loss of service.** Such water

main also creates a thermal differential between the soil surrounding it and the rest of the soil on the Property.

- b) Use only new materials of good quality and of a type intended for use in completing the Project.
  - c) Take all reasonable necessary precautions to safeguard the public, trespassers, licensees and invitees, including without limitation the members, managers, agents and employees of Dreamland and the elected officials, agents, employees and volunteers of the City, from any and all hazards and risks of damage to persons or property in any manner related to or arising from the completion of the Project, including without limitation to properly sign and enclose the Project during construction and to protect the Project from damage during the course of construction.
  - d) Promptly pay all amounts due Dreamland's employees and vendors.
  - e) Supply an on-site dumpster if necessary. On a daily basis, remove from the Property and environs all debris and waste materials created by Dreamland.
  - f) Provide City with progress reports when requested.
  - g) Obtain and pay for all required permits and licenses necessary to complete the Project.
- 3) Work to be performed by the City. The City, at its sole cost and expense, shall supply all labor, tools, equipment and materials necessary to:
- a) Remove any asphalt covering the area of the Property in which the Project will be constructed; and
  - b) Replace any such removed asphalt as necessary after completion of the Project; and
  - c) Landscape the property after completion of the Project.

This list is exclusive and the City shall not supply any labor, tools, equipment or materials for the Project other than those listed above unless pre-approved by the City in writing. Without limiting the foregoing, the City shall not perform any excavation, compaction or site preparation or cleanup work unless specifically pre-approved by the City in writing.

- 4) Rejection of Work. The City shall have the right to reject all or any portion of the Project which is not in conformity with this Agreement, applicable codes, rules, ordinances and statutes or industry standards. In the event of such rejection,

Dreamland shall bear all costs, including without limitation labor and materials, in any manner related to or arising from bringing such rejected work into conformity.

5) Contract Price. In consideration of the full and complete performance of this Agreement, the City shall pay Dreamland a fixed price of \$228,077.00 (TWO HUNDRED TWENTY-EIGHT THOUSAND SEVENTY-SEVEN DOLLARS) (the "Contract Price").

a) Payments to Dreamland. The City shall pay Dreamland as follows:

i) Advance Payment. The City shall pay Dreamland an advance payment of 20% (TWENTY PERCENT) of the Contract Price on or before July 6, 2004.

ii) Progress Payments. Dreamland shall deliver a progress payment application to the City, showing in detail the portion of the Project completed to date, on or before the Tuesday preceding each City Council Meeting (Such meetings take place every other Monday). Upon receiving such application and confirmation by the City that the work identified in the application has been completed, such application shall be forwarded to the City Council for review and at such meeting and the City shall pay Dreamland the amount set forth in such application the day following such council meeting.

iii) Reserve/Final Payment. The City shall cease all progress payments once it has paid Dreamland a combined total advance payment plus all progress payments in the amount of \$210,000 (TWO HUNDRED TEN THOUSAND DOLLARS). The City shall pay Dreamland the remainder of the unpaid Contract Price upon completion of the Project, final walk through, Dreamland's complete performance of all of the terms and conditions of this Agreement and acceptance of the Project by the City.

b) Lien Releases. Each progress payment application shall be accompanied by an acknowledgment from Dreamland and each of Dreamland's vendors and sub-contractors, if any, of payment of the amounts charged on the previous month's payment application. Dreamland shall also provide partial lien releases from Dreamland and Dreamland's vendors and sub-contractors, if any, for work done and labor and materials supplied to the Project through the date of the previous month's payment and a cumulative summary of all lien releases signed through said date. Upon the completion of the Project, Dreamland will provide full lien releases from itself and all of Dreamland's vendors and sub-contractors.

6) Schedule. Dreamland shall commence the Project during the first week of July, 2004, and shall commit all necessary manpower and resources and work diligently to complete the Project on or before September 30, 2004.

7) Change Orders. Notwithstanding other provisions for amending this Agreement contained herein, the City may order Dreamland to make changes within the general

scope of the Project but which result in a change to the Project or the Contract Price by notifying Dreamland of the same in writing on a form substantially the same as the standard AIA Change Order form which shall be executed by the City. Such changes shall not invalidate this Agreement; however, the Contract Price and schedule shall be adjusted to account for such changes. The City shall not pay any amount over the Contract Price unless it has executed such a change order in writing demanding the same. Additionally, the City may verbally order minor changes in the Project not involving an adjustment in the price or schedule without the use of such a change order.

- 8) Work Product. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Dreamland in the course of completing the Project shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Dreamland shall be delivered to the City.
- 9) Default. In the event of any default hereunder by Dreamland, specifically including, without limitation, failure to meet the deadlines for each phase of the Work set forth above, the City shall give Dreamland written notice of such default and seven (7) days in which to cure the same. If Dreamland fails to cure such default within such period, the City may, at its option and without limiting or prejudicing any other remedy available to it at law or equity: a) cure such default and deduct the reasonable costs thereof from the Contract Price, but otherwise maintain this Agreement in full force and effect; or b) Terminate this Agreement and complete any portion of the Project not yet completed. To the extent that the unpaid balance of Contract Price exceeds the cost of such completion of the Project and any damages incurred by the default, the City shall pay such excess to Dreamland. To the extent that the unpaid balance of the Contract Price falls short of the cost of such completion of the Project and any damages incurred by the default, Dreamland shall pay such shortfall and damages to the City.
- 10) Storage/Risk of Loss. DREAMLAND SHALL BE FULLY RESPONSIBLE FOR THEFT OF, LOSS OF OR DAMAGE TO ALL OF DREAMLAND'S MATERIALS, TOOLS AND EQUIPMENT AT ALL TIMES. Until completion of the Project, Dreamland may store any and all of its tools, equipment and materials to be used in completion of the Project on the Property. All risk of loss of or damage of any kind to any and all tools and equipment of Dreamland, wherever they are located, shall be borne by Dreamland at all times. All risk of loss of or damage of any kind to any and all materials of Dreamland, wherever they are located, shall be borne by Dreamland at all times until fully and permanently installed and incorporated into the Project and such installation and incorporation is accepted by the City. Dreamland shall indemnify, defend and hold the City harmless from and against any and all claims, losses or liability for theft, fire, damage and loss of any kind resulting to such tools and equipment at all times wherever they may be located and all materials wherever they may be located until such time as such materials are fully and permanently

installed and incorporated into the Project and such installation and incorporation is accepted by the City.

- 11) No Assignment. Dreamland acknowledges that the City elected to enter this Agreement with Dreamland in part on Dreamland's good reputation, unique skills and course of dealing with other clients on other previous projects. Accordingly, Dreamland shall not assign or sub-subcontract all or any portion of the Project.
- 12) Independent Contractor/No Partnership. The parties acknowledge and agree that Dreamland shall perform all of its obligations under this Agreement in the status of independent contractor. This Agreement shall not in any manner create any employee/employer relationship, partnership or joint venture of any kind whatsoever between Dreamland and the City. Dreamland, its members, managers, agents and employees, shall not receive or be entitled to any leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by Dreamland in a competent, efficient and satisfactory manner. Dreamland shall be fully responsible for the payment of all taxes incurred in completion of the Project including without limitation, sales taxes and payroll or other withholding taxes for Dreamland's members, managers, agents and employees and hereby agrees to defend and hold the City harmless from any and all penalties, costs or damages, including without limitation the 100% penalty, in any manner related to or arising from Dreamland's failure to withhold or pay such taxes.
- 13) Equal Opportunity Employer. In all of Dreamland's services, programs or activities, and all hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Dreamland, its employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Dreamland shall not violate Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and constitute an event of default on the part of Dreamland. In the event of Dreamland's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Dreamland may be declared ineligible for further contracts with the City. Dreamland, shall, however, be given a reasonable time in which to correct this noncompliance.

- 14) Insurance. Dreamland shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A," as follows:
- a) Workers' Compensation. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Idaho; and
  - b) Commercial General Liability Insurance. Commercial general liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death, products liability and property damage.
  - c) Automobile Liability Insurance. Automobile liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.
- 15) Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverage. The insurance provided to the additional insured shall be primary. Dreamland shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at the City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-five (45) days prior written notice to the City. If Dreamland's insurance policies are "claims made" or "claims paid", Dreamland shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Dreamland's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.
- 16) Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.
- 17) Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- 18) Hazardous Materials. In completing the Project, Dreamland shall not release or dispose of on, under or about the Property any hazardous materials, including without limitation radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials. For purposes of this Agreement, hazardous materials shall include but not be limited to substances defined as "hazardous substance", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act, as amended and the Resource Conservation and Recovery Act of 1976, as amended and the regulations promulgated under the above Acts.



19) Mutual Indemnification.

- a) Dreamland Indemnification. Dreamland agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Dreamland, its members, agents, employees, or by Dreamland's breach of this Agreement. Dreamland's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Dreamland or for which Dreamland would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Dreamland's waiver of such immunity herein. By executing this Agreement, Dreamland acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- b) City Indemnification. The City agrees to indemnify, defend and hold Dreamland, its members, managers, employees and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent the same are caused by the negligent acts, errors, or omissions of the City, its employees or agents.
- c) Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

20) Warranty. Dreamland hereby warrants to the City that all materials incorporated in the Project shall be of good quality, new and intended for such use. Dreamland hereby warrants to the City that all equipment used in completing the Project shall be of good quality and intended for such use. Dreamland hereby warrants to the City that, for a period of one (1) year from the date of acceptance of the Project by the City, in the event any portion of the Project is found to be defective, un-workmanlike, or otherwise not in accordance with the requirements of this Agreement, Dreamland shall, at its sole cost and expense, promptly and to the City's satisfaction, correct such deficiency and remedy any damage to other portions of the Project resulting from such defective, un-workmanlike or non-complying work. All costs incidental to such correction and remedying (including, but not limited to, the removal, replacement and reinstallation of equipment necessary to gain access and all other costs incurred as the

result of the defective, un-workmanlike or non-complying work) shall be borne exclusively by Dreamland. The rights of the City hereunder are in addition to, and are intended to supplement and in no way restrict, the City's rights and remedies provided by law and equity. This obligation shall survive acceptance of the Project and termination of this Agreement.

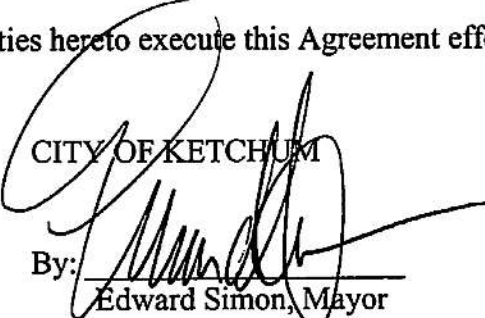
21) Miscellaneous.

- a) Partial Invalidity. In the event any portion of this Agreement or part thereof shall be determined to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.
- b) Attorney Fees. If either party is required to retain an attorney to enforce its rights hereunder, the defaulting party shall pay to the non-defaulting party all reasonable costs and attorney fees, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- c) No Presumptions. The parties acknowledge that Benjamin W. Worst, City Attorney for the City of Ketchum, prepared this Agreement. There shall be no presumptions for against either party to this Agreement as a result of such preparation.
- d) Waiver. Failure of either party to exercise its rights under this Agreement upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of such right, all other the terms and conditions of this Agreement, or exercising any other rights contained in this Agreement.
- e) Paragraph Headings. The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.
- f) Choice of Law. This Agreement will be interpreted in accordance with the laws and decisions of the State of Idaho.
- g) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes or revokes all prior agreements and understandings. No representations, promises or oral inducements have been made by any of the parties other than expressly set forth herein. In the event that any conflict should arise between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any of the Exhibits attached hereto, then the terms and conditions of this

Agreement shall supercede any such conflicting terms and conditions and shall be presumptively deemed to control.

- h) Amendment. This Agreement may not be amended except in writing executed by both parties.
- i) Time of the Essence. Time is hereby made expressly of the essence in the execution of every term and condition of this Agreement.
- j) Counterparts/Fax Copies. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof. Fax copies of this Agreement and the original and faxed signatures thereon shall have the same force and effect as originals.

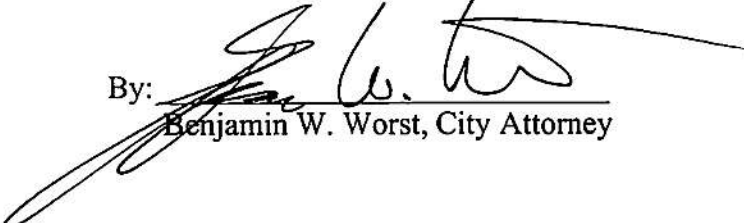
IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the date first-above written.

CITY OF KETCHUM  
  
By: \_\_\_\_\_  
Edward Simon, Mayor

DREAMLAND SKATEPARKS, LLC,  
An Oregon limited liability company  
registered to do business in Idaho.

By: \_\_\_\_\_  
Danyel Scott, Co-Owner and Manager

Approved as to form and content:

By:   
Benjamin W. Worst, City Attorney

instrument, and each of said counterparts shall be deemed an original hereof. Fax copies of this Agreement and the original and faxed signatures thereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the date first-above written.

CITY OF KETCHUM

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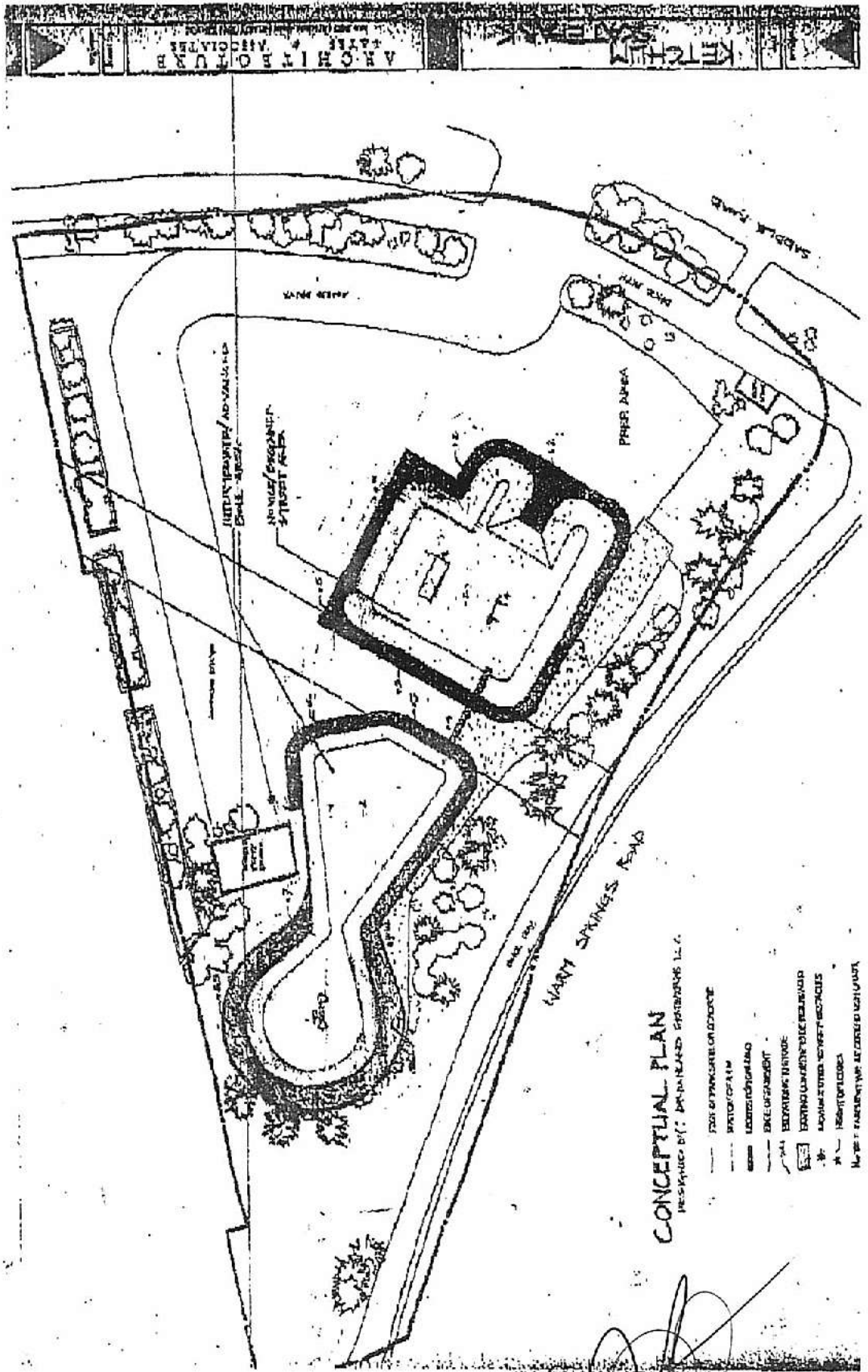
By: 

Danyel Scott, Co-Owner and Manager

Approved as to form and content:

By: 

Benjamin W. Worst, City Attorney



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08/08/2004 22:45 P.T. 120878548

Exhibit A

June 10, 2004

City of Ketchum Idaho Parks and Recreation

Dear Mr. Mason:

On behalf of Dreamland Skateparks, LLC (Dreamland) thank you for the opportunity to discuss the needs for a Dreamland Skatepark. Based on the information that you and I have briefly discussed Dreamland proudly submits this proposal to design and build your community's skatepark.

It is clear from our communication that Ketchum is well prepared to provide its residents and visitors with a world-class skatepark. Of particular note, Dreamland thanks you for your commitment to the design/build process, which in our case allows us to showcase our full range of talents. Those talents have made Dreamland the most acclaimed design/build team in the history of skatepark development (e.g. the March 2004 edition of Thrasher Magazine, a skateboard periodical of international distribution, references Dreamland in words and photos no fewer than fifteen times).

Dreamland's success is based on a two-fold strategy: we carefully adhere to our client communities' needs and apply our unmatched design and construction skills to create a unique facility for each town. Mr. Mason, it would be our pleasure to serve your community and include Ketchum on the list of the great Dreamland skateparks.

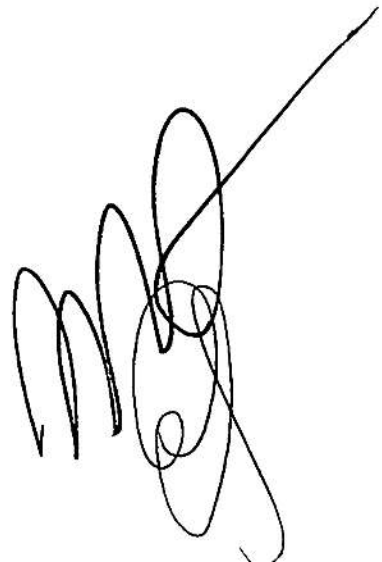
Our company proposes to build a 10,000 sq ft. facility for the budget of \$228,077.00. This includes design, labor, and materials to complete the full facility.

If you have any questions please let us know. We will do everything we can to help your community achieve this goal.

Very truly yours,

Danyel S. Scott  
Co-Owner / Business Management  
Dreamland Skateparks  
960 SE Highway 101  
PO Box 384  
Lincoln City, Oregon 97367-2622

Exhibit B-1



**A. SUMMARY LETTER OF INTRODUCTION**

1. Dreamland Skateparks meets or exceeds all minimum requirements.

Within the last three (3) years, Dreamland's design/build team has designed and constructed seventeen (17) similar skateparks. These include (alphabetically): Astoria, Oregon; Aumsville, Oregon; Brookings, Oregon; Donald, Oregon; Driggs, Idaho; Hailey, Idaho; Hood River (two phases), Oregon; Kalispell, Idaho; Klamath Falls, Oregon; Kuna, Idaho; Lincoln City, Oregon (two parks); Milton Freewater, Oregon; Newberg, Oregon; Port Orford, Oregon; Rattenberg, Austria; and Redmond, Oregon.

Complementing our team's unified experience—unmatched in the skatepark industry—individual members of the Dreamland design/build team have participated in the completion of additional design/build skateparks. Additionally, Dreamland has completed similar skatepark designs for eight communities. These include (alphabetically): Bologna, Italy; Bonzai Rock, Hawaii; John Day, Ore; Madras, Ore; Mount Shasta, Cal; Pier Park, Portland, Ore; San Jose, Cal (two designs); and Waipahu, Hawaii. Finally, Dreamland has constructed one similar skatepark based on a non-Dreamland design in Bloomington, Ind.

2. Dreamland's Owner and Senior Design/Build Contractor, Mark A. Scott possesses a valid Contractor's license issued by the State of Oregon, Montana, Idaho, Arkansas, and Washington. *Public Works*
3. Dreamland's proposed project would meet the minimum design standards as described in Design/Build Contract.

**B. CERTIFICATE OF BIDDER/CONTRACTOR EMPLOYEE DRUG TESTING PROGRAM**



## C. WRITTEN RESPONSES TO THE RFP AND CRITERIA FOR QUALIFICATION

### 1. EXPERIENCE

Dreamland Skateparks has more experience and background than any other team in providing design and construction services for similar skateparks. Our team's experience, beginning with Portland's Burnside Skatepark in 1990, combined with our attention to detail—commitment to meet community needs, creative design, and perfectionist construction practices—distinguish Dreamland from its competitors.

#### a. Design of Similar Size and Scope

In the narrowest sense, Dreamland is the only team to have designed (and built) skatepark of nearly identical size and scope. Our park in Aumsville, Oregon (completed Fall 2000) mirrors your proposed skatepark's parameters in many ways.

- 1) Dreamland's proposed skatepark for Cusick includes ten thousand (10,000) square feet of skateable surface; the park we built for Aumsville is ten thousand (10,000) square feet of skateable surface.
- 2) Your community seeks a design/build project; we completed Aumsville via the design/build process.
- 3) Working with limited funds we are willing to work with the community in narrowing down all necessary materials and machinery for possible donations.

The results:

1. Skateboarder Magazine (Dec. 2003) listed Aumsville first in its list of Top Five "Gnarly" Skateparks.
2. Eight-time X Games champion skater, Andy MacDonald says, "[Aumsville's] bowl configuration is the best I've ever skated. The cement work is flawless. I could spend days there and never get bored."
3. Theresa Voorhis, volunteer coordinator, Aumsville, Oregon: "Dreamland made it extremely easy for a small town like ours to have a world-class skateboard park. They worked extremely well as a team, required very little fancy materials, and would make the most use of what was on hand, saving us money in materials. ... Creative design is Dreamland's number one hallmark. There's nothing like their concrete finish, it's incredible. The community has wholly embraced our popular new skatepark."

Additionally, Dreamland has designed a skatepark for Pier Park, Portland, Oregon (completed Fall 2003) that similarly includes ten thousand (10,000) square feet of skateable surface and separate areas for novice and advanced

## Proposal to the City of Ketchum Idaho Parks and Recreation Department

skaters separated by a skateable transition form, including "street elements" such as rails, pyramids, and funboxes. To review our design for Pier Park, Portland, please visit [http://www.dreamlandskateparks.com/pier\\_park.html](http://www.dreamlandskateparks.com/pier_park.html) on the internet.

Complementing Dreamland's experience designing two parks with nearly identical parameters, Dreamland has designed (under contract) a total of twenty-five (25) skateparks. Notwithstanding our parks both larger and smaller in size and scope, here we cite (per your request) five Dreamland parks similar to your size and scope:

- **Astoria, Oregon** (completed Fall 2001): a concrete, design/build project of nine thousand (9,000) square feet of skateable surface. The results: Kevin Beck, Director of Astoria's Parks and Recreation: *"Dreamland is a real grassroots team. They work with the kids to make sure they get what they need. They are very good skateboarders, and are very up to date. Good experience with the whole process. Real pleased with communication. Dreamland is real high quality, top of their class."*
- **Redmond, Oregon** (completed Spring 2001): a concrete, design/build project of thirteen thousand (13,000) square feet of skateable surface. The results: Thrasher Magazine's rating: *"Nine out of a possible ten."* Jim Smith, Volunteer Coordinator for the skatepark committee and Juvenile Probation Officer, Redmond, Oregon: *"[Dreamland] came highly recommended. They did a real good job on our park. [Dreamland] parks seem to be more popular than the others, and Mark [Scott] made himself real accessible. We had a good experience with the construction and their participation. The kids love the park."*
- **Lincoln City, Oregon** (first park completed Summer 1999): a concrete, design/build project of eight thousand (8,000) square feet of skateable surface. The results: Thrasher Magazine (cover): *"America's 'Gnarliest' skatepark."* Ron Ploger, Lincoln City's Parks and Recreation Director: *"Dreamland takes the concept of building a park, gathers input from the local community, and they build terrific skateparks. They do great work, and are easy to work with. We are having them back to build Lincoln City another facility this fall (2002)."*
- **Lincoln City, Oregon** (second park completed Summer 2003): a concrete, design/build project of seven thousand (7,000) square feet of skateable surface. The results: Dude! A gnarly skate park!, Lincoln City, Oregon (The News Guard, 10/07/2003): *"[T]he park now draws skateboarders from all over the state, and is mentioned in awed tones on almost every skateboarding Web site on the Internet."*
- **Brookings, Oregon** (completed Winter 2001): a concrete, design/build project of eight thousand (8,000) square feet of skateable surface. The results: Thrill-Seeking Skaters Flock to Local Parks, Brookings, Oregon (AP, 04/27/2003): *"[O]utside the skateboarding community, few people know that two of the best and highly-renowned skate parks in the world*

Proposal to the City of Ketchum Idaho Parks and Recreation Department

*exist in Curry County, Oregon; the Port Orford skate park, and the Brookings skate park."*

For more information on the additional twenty (20) skateparks Dreamland has designed (under contract), please visit our website at <http://www.dreamlandskateparks.com>.

b. Concrete Finish of Similar Size and Scope

Dreamland has concrete finished nineteen (19) skateparks. In addition to the five described in the previous section (Aumsville, Astoria, Redmond, Lincoln City I, Lincoln City II, Brookings) we note:

1. **Newberg, Oregon** (completed Summer 2000): a concrete, design/build project of twenty-eight thousand (28,000) square feet of skateable surface. The results: Steve Carlson, general contractor overseeing Newberg's construction: *"I've worked with concrete finishers for over 20 years, and these guys are the best I've ever seen. I've taken finishers down to Newberg's skatepark to show them what real concrete finishing is all about. Dreamland goes the extra mile to attain perfection."*
2. **Hailey, Idaho** (completed Summer 2002): a concrete, design/build project of twelve thousand five hundred square feet of skateable surface. The results: Top notch design beckons to pro skaters, (Idaho Mountain Express 06/04/2003): *"Possibly [Dreamland's] best park yet."* Andy Andrews, Skatepark Committee Chairman, Hailey, Idaho: *"Dreamland has proven quite easy to work with. Their community spirit is solid, and their construction quality is unmatched."*
3. **Klamath Falls, Oregon** (completed Winter 2002): a concrete, design/build project of twenty-two thousand (22,000) square feet of skateable surface. The results: Thrasher Magazine (March 2004): *"Skater heaven."* Skateboarder Magazine (Dec. 2003): *Top Five "Gnarliest" Skateparks.*
4. **Port Orford, Oregon** (completed Winter 2002): a concrete, design/build project of three thousand (3,000) square feet of skateable surface. The results: Thrill-Seeking Skaters Flock to Local Parks (AP 04/27/2003): *"Outside the skateboarding community, few people know that two of the best and highly-renowned skate parks in the world exist in Curry County, Oregon; the Port Orford skate park, and the Brookings skate park."* Martha Weaver, City Manager, Port Orford, Oregon: *"Local guys, skatepark grant committee, and the people doing promotions all recommended we use Dreamland. Their designs, their construction, and their reputation is all really good. Dreamland does good work."*
5. **Rattenberg, Austria** (completed Summer 2001): a concrete, design/build project of twelve thousand (12,000) square feet of skateable surface. The results: SkatetheCradle.com: *"Europe's Finest Concrete Bowl, Street, and Green."*

c. **Scope of Projects, Cost, Schedule, and Names of Agencies**

Note: The costs provided below should be referenced in a general manner. Each community has its own unique circumstances, e.g. quantity of in-kind donations, volunteer assistance, etc., which contribute to the ultimate financial basis of a project.

1. **Astoria, Oregon**
  - Cost: \$175,000
  - Schedule: September – November 2001
  - Agency: Astoria Parks & Recreation
2. **Aumsville, Oregon**
  - Cost: \$165,000
  - Schedule: August - October 2000
  - Agency: Aumsville City Manager
3. **Brookings, Oregon**
  - Cost: \$124,000
  - Schedule: October – December 2001
  - Brookings City Manager
4. **Hailey, Idaho**
  - Cost: \$255,000
  - Schedule: June – October 2002
  - Agency: Young Construction
5. **Klamath Falls, Oregon**
  - Cost: \$250,000
  - Schedule: October – January 2002
  - Agency: Klamath Alternative Sports Alliance
6. **Lincoln City I, Oregon**
  - Cost: \$68,000
  - Schedule: June – August 1999
  - Agency: Lincoln City Parks & Recreation
7. **Lincoln City II, Oregon**
  - Cost: \$178,000
  - Schedule: January – April 2003 (including unforeseeable delays due to additional geotechnical surveys and extreme weather)
  - Agency: Lincoln City Parks & Recreation
8. **Newberg, Oregon**
  - Cost: \$308,000
  - Schedule: March – July 2000
  - Agency: Chehalem Parks & Recreation
9. **Port Orford, Oregon**
  - Cost: \$63,000
  - Schedule: December 2001 – January 2002

## Proposal to the City of Ketchum Idaho Parks and Recreation Department

- Agency: Port Orford City Manager
- 10. **Rattenberg, Austria**
  - Cost: \$305,000
  - Schedule: June – August 2001
  - Agency: Rattenberg Skatepark Association
- 11. **Redmond, Oregon**
  - Cost: \$165,000
  - Schedule: March – May 2001
  - Agency: Redmond Skatepark Committee

### d. Team Elements by Name

Dreamland's design/build team, aka the "Dream Team," has a combined one hundred (100) years of skate design/build experience. This unmatched collective experience produces the skatepark designs (and construction) universally regarded as the most innovative, functional, cost-effective, and enjoyable of any skatepark team. Mark A. Scott is founder and owner of Dreamland Skateparks. Mr. Scott takes responsibility for designs, excavation, and concrete finish. Additional team members (listed by years of skate design/construction experience) are:

- Mike Swim- 18 years
- Sage Bolyard- 16 years
- Bob Kostas- 14 years
- Howard Harmon- 8 years
- Randell Miller- 8 years
- Aaron Rawlings- 8 years
- Chad Vogt- 6 years
- Tavita Scanlon- 5 years
- Mark Scott's wife, Danyel Scott, has handled all business affairs since Dreamland's inception.

To review individual members' experience related to specific projects, please visit our website at <http://www.dreamlandskateparks.com/aboutus.html>.

## 2. CONCEPT

All design elements would be subject to review and change per the City of Ketchum's request. The total square feet of skateable surface would be ten thousand (10,000) (subject to adjustment per the City of Ketchum's request). Dreamland's basic design concept includes:

- All of the elements listed may vary depending on the input from the local skate community and their needs
- A concrete bowl (4000 PSI minimum) with one-of-a-kind shape designed for all abilities that includes a shallow point of four (4) feet and a depth of nine (9) feet, all troweled to Dreamland's famous and unmatched hard, smooth finish;

## Proposal to the City of Ketchum Idaho Parks and Recreation Department

- The bowl would include industry-standard two inch (2") schedule 40 steel pipe coping around the bowl's perimeter, and total fifty percent (55%) of the total square feet of skateable surface.
- The "street" area is designed for skaters of all abilities. Forty percent (35%) of the total square feet of skateable surface, would include banks with ledges, a Euro gap, a hubba ledge, a handrail, a plaza-style ledge set, and a bank with a set of stairs.
- Ten percent (10%) of the total square feet of the skateable surface is reserved for novices, primarily focused on "street"

### 3. VALUE/SIZE/SCHEDULE

The proposed total project area is 10,000 sq. ft. After reviewing land maps and surveys we can then distinguish the dimensions of the park and how it should be placed on the site.

The list of features Dreamland expects to provide is included above in Section 2: CONCEPT.

Dreamland considers this the most effective design because it accomplishes the following:

- Provides easy, direct access for the mobility-impaired from the nearby parking lot (if applicable) to the safe viewing area and seating;
- Provides elements for every level of skateboarding in such a manner that the less experienced skater "beginner" will have their own area out of the way of traffic
- Incorporates all of the elements desired by the local skaters

If selected to design and build the skatepark, Dreamland expects to utilize financial resources in the following manner:

Please see Exhibit A : Budget Worksheet

Dreamland's proposed design accomplishes the goals expressed by Mr. Mason. It would provide the City of Ketchum with a world-class skatepark at a below-market value rate. The skatepark's innovative design, subject to adjustment per further community input, would both attract and retain the interest of skaters of all abilities.

Most of Dreamland's prior projects included a majority of transitional forms. This park will provide a balance of transitional forms and street elements, including the latest in plaza-style forms. The bowl's design accommodates skaters of all abilities, without going too extreme: there are no full-pipes. Likewise, the street section provides space for the novice, the younger intermediate skater, and contains a few elements to attract and retain the interest of professional-level street skaters. In sum, this is the most balanced design in the history of Dreamland's portfolio.

## Proposal to the City of Ketchum Idaho Parks and Recreation Department

The skatepark's one-of-a-kind features would ensure Ketchum's resident skate community takes a sense of ownership in the facility (thereby reducing concerns of disuse or misuse, graffiti, or other vandalism). The Dreamland brand has always built and retained excitement among local skaters, which encourages users to self-police their skateparks (reducing oversight costs for local authorities). This occurs because they know their skatepark was designed and built by the most acclaimed skatepark design/construction firm in the industry, comprised one hundred percent (100%) of skateboard industry-sponsored skaters who are also masters of their design/construction craft.

Additionally, Ketchum's Dreamland designed/built skatepark would attract skaters from all over the state, Northwest region, nation, and world (as all Dreamland parks do) which provides important benefits to the local community. Local skaters enjoy the experience and camaraderie of meeting new friends from disparate locations, and the local economy enjoys a new source of tourist revenue that would not exist if the skatepark's quality did not engender interest in skaters outside of Ketchum.

To cite a financially conservative example, let us assume the closest convenience store to the Miller Park skatepark sells an additional twenty drinks per day, valued at \$1.50 each drink. That accounts for a \$30 gross increase in daily sales revenue. If that increase occurs each day over an expected five months of dry weather (June – October) when the skatepark is consistently accessible, that convenience store reaps an additional \$4590 per annum. Only Dreamland skateparks have the reputation to attract skaters and thus help to stimulate our client communities' local economies.

Dreamland expects to have a busy summer work schedule, and would like to establish a start date that fits your needs and accompanies our schedule as well. We have already established a start time of July 1, 2004. After acceptance of our proposal we would like to sign the contract and get started.

#### 4. REFERENCES

- A. Ron Ploger  
Parks & Recreation Director, Lincoln City, Oregon  
(541) 996-1248  
Project Title: Lincoln City Skateparks I and II (The Cradle Skatepark)  
Years completed: 1999, 2003
- B. Andy Andrews  
Hailey, Idaho Skatepark Committee Chairman  
(208) 788-0031  
Project Title: The Hailey Skateboard Park (In Memory of Tyler Craig Andrews)  
Year Completed: 2002
- C. Theresa Voorhis  
Volunteer Coordinator, City of Aumsville  
(503) 391-0639

**Proposal to the City of Ketchum Idaho Parks and Recreation Department**

**Project Title: Brian Haney Memorial Skatepark, Aumsville, Oregon**



Ketchum Skate Park Budget Worksheet  
Dreamland Skateparks, LLC  
(503) 577-5929

| <b>ADMINISTRATIVE</b>    |             |
|--------------------------|-------------|
| Workers Compensation Ins | \$10,648.00 |
| General Liability Ins.   | \$1000.00   |
| Housing Costs            | \$6000.00   |

| <b>SITE WORK</b>     |           |
|----------------------|-----------|
| Grading              | \$8000.00 |
| Safety Fencing       | \$2000.00 |
| Drainage/Drywells    | \$8000.00 |
| Landscaping          | N/A       |
| General Site Expense | \$1255.00 |

| <b>ROUGH &amp; FINISH PHASE</b> |              |
|---------------------------------|--------------|
| Framing Materials               | \$2000.00    |
| Concrete Pump                   | \$30,000.00  |
| Waterproofing                   | \$4000.00    |
| Plate Compactor                 | \$2156.00    |
| Case Uni-loader                 | \$6050.00    |
| Rebar                           | \$3000.00    |
| Concrete                        | \$30,000.00  |
| Steel Pipe                      | \$3000.00    |
| Misc.                           | \$4000.00    |
| Crushed Rock                    | \$2000.00    |
| Dreamland Contractors           | \$105,000.00 |

|                         |                     |
|-------------------------|---------------------|
| <b>TOTAL INVESTMENT</b> | <b>\$228,077.00</b> |
|-------------------------|---------------------|

Exhibit C

