



Council Agenda Report

To: Mayor Stewart and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Steve McClary, City Manager

Date prepared: October 14, 2024 Meeting date: October 28, 2024

Subject: Amendment with California Skateparks

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 4 to the Professional Services Agreement with California Skateparks in the amount of \$29,100 for City design services and \$50,400 for design services related to the 600 Spring Settlement Agreement.

FISCAL IMPACT: No appropriation is required. An unspent \$48,711 in Designated Reserve for the Case/Crummer Parcel to Account Number 310-9090-5100-00 (CIP – Skate Park) from FY 2023-24 will be rolled over at mid-year, bringing the projected Designated Reserve for the Case/Crummer Parcel to \$331,197 for FY 2024-25.

Costs associated with the design changes related to the Skatepark Settlement Agreement of \$50,400 will be deducted from the Bluffs-Crummer Parcel (Settlement), bringing the balance to \$99,600.

STRATEGIC PRIORITY: This item supports the Permanent Skate Park priority identified in the Adopted FY 2023-24 Strategic Priority Project List. Staff continue to work on ongoing projects and normal business while the FY 2024-25 Strategic Priority Plan is finalized.

DISCUSSION: Council approved a Professional Services Agreement (Agreement) with California Skateparks (Consultant) to provide design services and construction documents for the Permanent Skate Park (Skate Park) in February 2020. The Agreement included work related to the public design process, design engineering, and construction documents.

On May 24, 2021, the Council approved Amendment No. 1 with the Consultant to prepare architectural design plans for drainage, grading, erosion control, stormwater control, landscaping, and project coordination and administration. The Civil Engineering and Landscape Architect working with the Consultant is RRM Design Group (Subconsultant).

Amendment No. 3 was approved in January 2024. It included design services related to the irrigation system, including the plans and system layout, locations of hydro zones, and non-potable water sources. Irrigation was added to establish native vegetation, resulting in a robust landscape.

Recently, the Consultant worked with staff to prepare and update the construction documents as the process moves forward through the plan check phase. Items that were required but not part of the original scope of work were included in Addendum No. 4 and included work related to the addition of the restroom facility, electrical requirements, and design plans for underground utilities (gas, electrical, potable water, reclaimed water). The proposed cost for the work is \$29,100 (Attachment).

Following the 600 Spring Settlement Agreement, the Consultant revised the Skatepark design to meet the agreement requirements. The final design plan depicts changes related to landscaping, the skatepark location, and the height of skate elements. The Settlement Agreement stated 600 Spring would provide a deposit to the City of \$150,000, which would be used for costs and expenses the City incurs related to the skatepark changes. The associated design costs are \$50,400 (Attachment).

ATTACHMENTS: Amendment No. 4 to Agreement with California Skateparks

AMENDMENT NO. 4 TO AGREEMENT

THIS AMENDMENT NO. 4 TO AGREEMENT is made and entered in the City of Malibu on October 28, 2024, by and between the CITY OF MALIBU, hereinafter referred to as City, and California Skateparks, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On February 24, 2020, the City entered into an Agreement with the Consultant for the design of the permanent skate park (the "Agreement").
- B. On May 24, 2021, the City approved Amendment No. 1 for the Consultant to provide additional engineering and architectural design plan services for the permanent skate park.
- C. On February 13, 2023, the City approved Amendment No. 2, extending the term of the Agreement with the Consultant to February 24, 2024.
- D. On January 22, 2024, the City approved Amendment No. 3, extending the term of the Agreement with the Consultant to February 24, 2025, and to provide construction management and additional engineering and architectural design plans for the irrigation system and restroom facilities.
- E. The City desires to amend the Agreement for the Consultant to provide engineering, landscape, and architectural design modifications that were approved as part of the 600 Spring Settlement Agreement. In addition to design services for electrical, landscape, and civil engineering for the restroom facility and other permanent skatepark amenities, and the Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 1.0 – Scope of the Consultant's Services, of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
- 2. Section 4.0 – Compensation for Services of the Agreement, is hereby amended as set forth in Exhibit D and Exhibit E attached hereto shall be in addition to Exhibit A, Exhibit B, and Exhibit C. The total cost of services contemplated by Exhibit D shall not exceed \$29,100 for a total not to exceed the cost of \$213,500. Design services contemplated by Exhibit E related to the 600 Spring Settlement Agreement shall not exceed \$50,400. The Consultant shall only bill the City for hours actually worked and services provided.
- 3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 4. All terms and conditions of the Agreement not amended by this Amendment No. 1 not amended by this Amendment No. 4 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of October 28, 2024.

CITY OF MALIBU:

DOUG STEWART, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT:

DocuSigned by:

Joseph Ciaglia Jr.

JOSEPH CIAGLIA JR., President
California Skateparks



Proposal

DATE: October 7, 2024

TO: City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861

RE: **City of Malibu Permanent Skatepark – Amendment 4**

The California Skateparks' (CSP) project team is prepared to perform all the necessary work to complete this project with the highest level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all project goals and expectations.

This proposal represents an outline of the additional scope of work, as requested by the city for the Malibu Bluffs Permanent Skatepark.

CSP will perform added the scope of work related to the addition of a Restroom, Electrical Requirements and Related Amenities outlined below for the Project as follows:

1. Design & Consultant Management

- Meetings with city representatives, stakeholders, and subconsultants to update the Design, CDs, Specs, and Subconsultant Services and modifications to project goals.
- Design modifications and updates
- CD modifications and updates
- Technical Specification modifications and updates
- Opinion of Probable Cost modifications and updates
- **Management and coordination of added Electrical, Landscape, and Civil Engineer's SOW**
 - CSP will oversee and coordinate the deliverables from the Electrical Engineer, Restroom Vendor, Landscape Architect and Civil Engineer including the managing of their involvement in the design updates, conducting regular reviews of their progress, and ensuring seamless integration of their scope into the broader project framework.

2. Lucci & Associates Inc. – Subconsultant

- Site visit of the existing project area to confirm existing conditions and electrical point of service.
- We will coordinate with SCE for a new electrical service to the site. The adjacent property has an SCE service at 277/480 vac, but is about 300 feet from the potential point of service for electrical power. With the Restroom being a 120/240vac single phase load at 100A (around 10kW connected load) and the EV chargers (approximately 6 total at around 60kW of connected load), we would need a service size of around 400A of 120/240vac single phase power or 200A of 120/208vac, 3-phase power to minimally power the site. If parking lot lighting or site lighting is included, the power service size may have to be adjusted accordingly. Per CA Green Code we have to provide the electrical infrastructure for any EV charging including power capacity at completion of construction.
- Only power on site is a single pump with the controller and pump design by others.
- Provide 100% CD level electrical plans plus specifications for submission to plan check and provide any necessary corrections requested by the City for resubmittal. (Only one submittal is to be provided – no 30%, 60%, or 90% sets)
- Provide review of contractor submittals and respond to RFIs during construction.



3. RRM – Subconsultant

The following supplemental tasks and fees are proposed in addition to Add Service 1 to complete the remaining work required.

Subtask XC.10: On-Site Underground Utility Plan

RRM will prepare plan view construction documents for domestic water, reclaimed water irrigation service, and wastewater. Water and wastewater plans will include vertical and horizontal design information. Dry utilities, including electrical, gas, and communications, will be shown for reference only; design of dry utility services will be done by others. These plans will include a large-scale plan sheet to include horizontal and vertical information on domestic water and reclaimed water; profiles will be provided when deemed necessary by the engineer.

Pricing

This pricing includes all the services described above. Pricing may be modified by design modifications and upon mutual agreement.

No.	Description	Amount
1	CSP - Design & Consultant Management	\$6,500
2	Lucci - Subconsultant	\$15,800
3	RRM - Subconsultant	\$6,800
	PROPOSAL TOTAL AMOUNT	\$29,100

*** CSP Time and Material Rates and fees are further detailed in the attached "Exhibit 1".

Exclusions

Please note that the tasks to be performed are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that CSP or Subconsultant are asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the Prime Agreement.

The following services or tasks are specifically excluded from the scope:

- Additional rounds of City review beyond those specifically listed above
- Value engineering, project construction scheduling and/or phasing plan
- Multiple bid packages for phased construction
- Off-site improvements/public right-of-way design and coordination
- Separate plan packages for on-site and off-site improvements
- Attendance to public hearings other than those listed in previous contract
- Soils engineering/infiltration tests
- Environmental, biological, or cultural coordination and studies
- Photometrics analysis, lighting schedules, and/or lighting studies
- Structural engineering and/or calculations
- Project signage program, signage design, and detailing
- Coordination of hazardous materials removal and/or abatement
- Design changes based on revisions to building codes or other regulations
- LEED or other Green Building program coordination
- Arborist services or reports (available upon request)
- Special environmental studies and reports
- Three-dimensional presentation models, perspectives, and photo simulations (available upon request)
- Title company services
- CASP review/inspection/auditing
- Traffic-related engineering services
- QSP (SWPPP) inspection services
- Substitution requests after completion of bid phase



- Meeting minutes
- Project record and/or as-built drawings
- Post-occupancy evaluations
- Structural Engineering is excluded from our proposal.
- No security system conduits or design is included in our proposal.
- No EIR, or lighting impact study or comments will be provided by our office. No lighting design will be included as a portion of this scope of work.
- No CA Title 24 lighting calculations will not be provided by our office.
- No pathway lighting will be provided as a portion of this project.
- Motorized gates are excluded in our proposal.

AGREEMENT

This proposal represents the entire agreement for the project and services above. The above scope of work and specifications are satisfactory and hereby accepted.

Client

Date



RE: **Design, Consulting, & PM**

California Skateparks provides services including Design Development, Drafting, 3D Render Development, Specification & Detail Development, Construction Documentation, Construction Support, and Project Management for the fees indicated in the following schedule.

SERVICES, EXPENSES, AND SUB-CONSULTANTS

Services provided will be compensated according to the following hourly rate schedule:

Design / Consulting Services	Unit	Rate
Principal	Hourly	\$190.00
Project Manager	Hourly	\$165.00
Landscape Architect	Hourly	\$150.00
Designer I	Hourly	\$135.00
Drafts Person	Hourly	\$115.00
Estimator	Hourly	\$110.00
Graphic Designer	Hourly	\$110.00
Administrative Support	Workday	\$80.00

Expenses will be compensated according to the following cost schedule:

Expense	Description	Rate
Additional Site Visits	Site Visit, Travel, Reporting	\$1,500/Visit
Reprographics	Printing, Plotting, Replicating	At-Cost Plus 10%
Other Direct Expenses		At-Cost Plus 10%

Sub-Consultant services will be compensated At-Cost plus 10%.

Examples of Sub-Consultant & Outsourced Services Include Surveying, Inspections, Permitting, Electrical Engineering, Mechanical Engineering

EXHIBIT 1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING

Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN

Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING

Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES

Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



Proposal

DATE: October 4, 2024

TO: City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861

RE: **City of Malibu Permanent Skatepark – Amendment 5**

The California Skateparks' (CSP) project team is prepared to perform all the necessary work to complete this project with the highest level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all project goals and expectations.

This proposal represents an outline of the additional scope of work, as requested by the city, related to the appeal process and settlement agreement for the Malibu Bluffs Permanent Skatepark.

CSP will perform added the scope of work outlined below for the Project as follows:

1. Design & Consultant Management

- **Prepare and participate in meetings to support city staff in final settlement efforts**
 - CSP will actively engage in and lead collaborative meetings with internal staff, subconsultants, and city staff. The meetings are intended to provide detailed insights and recommendations. Additionally, the meetings will allow CSP to propose and communicate supporting data, potential exhibits, and visual aids aimed at resolving outstanding issues with stakeholders and aid city staff in final settlement efforts.
 - Meetings and communication are tailored to ensure that all project aspects align with the city's expectations and requirements throughout the appeal and settlement process.
- **Prepare and provide Exhibits, Plans, and Visual Aids to support city staff in final settlement efforts**
 - CSP will create exhibits with visual representations, plans, and high-quality renders, to effectively communicate the design intent and settlement agreement revisions. These visuals will be presented to city officials, helping to ensure that proposed changes are clearly understood and aligned with the city's objectives for the Malibu Bluffs Permanent Skatepark.
- **Meetings with city representatives, stakeholders, and subconsultants to update the Design, Construction Documents, Specifications, and Subconsultant Services for compliance with the final settlement agreement**
 - CSP will coordinate and attend multiple meetings with key project stakeholders—including city representatives, internal staff, community members, and specialized subconsultants. During these sessions, we will review and discuss the modifications to the design, construction documents (CDs), and technical specifications to ensure complete compliance with the terms outlined in the final settlement agreement.
- **Design modifications and updates for compliance with the final settlement agreement requirements**
 - CSP will review and make the necessary adjustments to the overall design of the skatepark, ensuring that all updates align with the agreed stipulations in the settlement agreement. These changes will incorporate city feedback, address any lingering concerns, and enhance the functionality and aesthetic quality of the design while remaining true to the project's original intent.



- **CD modifications and updates for compliance with the final settlement agreement requirements**
 - Our team will review the existing construction documents (CDs) in detail, revising and updating them as necessary to reflect all changes required by the settlement agreement. These updates will ensure the project remains compliant with goals, city requirements, and the settlement agreement's requirements.
- **Technical Specification modifications and updates for compliance with the final settlement agreement requirements**
 - CSP will also review the project's technical specifications and make any needed revisions to bring them into alignment with the final settlement agreement. This task involves adjusting quantifications, performance criteria, and construction methods to meet the agreed-upon settlement terms.
- **Management and coordination of added Landscape and Civil Engineer's scope of work**
 - CSP will oversee and coordinate the additional work assigned to the Landscape Architect and Civil Engineer to ensure their contributions adhere to the settlement agreement requirements. This includes managing their involvement in the design updates, conducting regular reviews of their progress, and ensuring seamless integration of their scope into the broader project framework.

2. RRM – Subconsultant

The following supplemental tasks and fees are proposed in addition to Add Service 1 to complete the remaining work required.

Subtask XC.2.1: 60% PS&E

RRM will submit the 60% PS&E package to California Skateparks and the Client Team for all necessary City staff and departments to review internally prior to the initial submittal to the building department for permit. The 60% PS&E submittal will be comparable to a 100% design development package. This will include an updated site plan, diagrammatic irrigation layout of mainline, valves, controller location, irrigation equipment schedule, tree locations, and a schematic plant schedule.

Subtask XC.2.3: 100% PS&E

RRM Landscape Architecture will prepare 100% completed construction documents for submittal #2 to the City's Building Department for permit. The PS&E drawings in this task will incorporate minor revisions to address comments provided by the Client and Building Department in plan check #1. The City will distribute the set to all relevant departments, consolidate the various comments into a single list document, and reconcile conflicting comments from different plan reviewers prior to distributing to RRM.

Subtask XC.5.1: Project Coordination and Meetings – Landscape Architecture

Internal QA/QC, constructability review, schedule maintenance, day-to-day coordination, general correspondence, and video conferencing.

Subtask XC.6.1: Landscape Construction Administration

RRM Landscape Architecture will review and respond to the contractor's submittals and requests for information (RFI) and provide general assistance on landscape-related items for the Client during the construction period. (In addition to the original task).



Subtask XC.8: Additional Construction Document Updates – Civil Engineering

In-person attendance to the Planning Commission Hearing, work related to the settlement agreement and appeal process, additional revisions to the preliminary plans, and the coordination needed to support California Skateparks and the City during the extended period of discretionary review.

The following supplemental tasks and fees are proposed to complete the remaining work required for building permit issuance and final approvals:

- RRM Civil Engineering will regrade the site
- RRM Civil Engineering will revise earthwork calculations based on new grading plan

Pricing

This pricing includes all the services described above. Pricing may be modified by design modifications and upon mutual agreement.

No.	Description	Amount
1	CSP - Design & Consultant Management	\$38,000
2	Subconsultant	\$12,400
	PROPOSAL TOTAL AMOUNT	\$50,400

*** CSP Time and Material Rates and fees are further detailed in the attached "Exhibit 1".

Exclusions

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- Attendance to public hearings other than those listed in previous contract
- Soils engineering/infiltration tests
- Environmental, biological, or cultural coordination and studies
- Photometrics analysis, lighting schedules, and/or lighting studies
- Electrical plans and/or MEP coordination
- Structural engineering and/or calculations
- Project signage program, signage design, and detailing
- Coordination of hazardous materials removal and/or abatement
- Design changes based on revisions to building codes or other regulations
- LEED or other Green Building program coordination
- Arborist services or reports (available upon request)

AGREEMENT

This proposal represents the entire agreement for the project and services above. The above scope of work and specifications are satisfactory and hereby accepted.

Client

Date



RE: **Design, Consulting, & PM**
Exhibit 1

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