



# City of Del Mar Staff Report



TO: Honorable Mayor and City Council Members

FROM: Kristen M. Crane, Assistant to the City Manager  
Via Scott W. Huth, City Manager

DATE: October 6, 2014

SUBJECT: Award of Contract to Schmidt Design Group, Inc. for Shores Park Master Plan

## REQUESTED ACTION/RECOMMENDATION:

Adopt a resolution (Attachment A) authorizing the City Manager to finalize and execute a consultant services agreement (Attachment B) with Schmidt Design Group, Inc. (including any necessary non-substantive changes) for preparation of the Shores Park Master Plan for a not to exceed amount of \$150,000 and amending the Fiscal Year 2014-2015 operating budget to transfer \$75,000 from the Planning Department Contractual Services budget (Account 01.5530.3200) to the capital project budget for the Shores Park Master Plan (Account 21-6817.5900).

## EXECUTIVE SUMMARY:

The City of Del Mar acquired the former Del Mar Shores School site in 2008 with the intent of preserving the current open space and recreational uses. At the time of acquisition, a City Council resolution identified that the City would complete a master planning process for the property prior to any substantive changes to the status quo of the property. A park master plan is a comprehensive long-range vision intended to guide a park's development and a "blue print" to set public policies regarding future facilities, programs, and uses.

In March, the City released a Request for Proposals (RFP) to select a consultant to develop the Shores Park Master Plan. Ten proposals were received.

A subcommittee of the Shores Advisory Committee reviewed the ten proposals and interviewed four firms. Schmidt Design Group, Inc. was selected as the most well-qualified to lead the master planning effort for Shores Park.

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## City Council Action:

DISCUSSION/ANALYSIS:

The City of Del Mar owns the 5.3-acre parcel (APNs 300-200-01, 300-200-22 and 300-200-23) at 215/225 Ninth Street. The property is zoned PF-Public Facilities and, by Council Resolution 2007-35, is to be used as open space and recreation and for the continued operation of the Winston School. The resolution also identifies that the City will schedule public meetings to create a master planning process for the property, and that this planning process will occur prior to any substantive changes to the status quo of the property. At its November 18, 2013 meeting, the City Council reviewed the intent of the Park Master Plan process and a conceptual scope of work, a preliminary schedule for the process, and the relationship with Winston School's concurrent Master Plan process. The Winston School has a 55-year lease of a 1.8 acre portion of the Shores property, leaving 3.5 acres available for master planning.

At the January 21, 2014 City Council meeting, staff presented the draft Request for Proposals (RFP) to prepare the Master Plan. In March the City issued an RFP for qualified park master planning consultants to respond with a proposal to implement the general scope of work. Consultants were asked to propose their approach and provide a detailed work program, proposed schedule, and a fee to accomplish the work program within the proposed schedule. Additionally, consultants were asked to submit their qualifications and professional references. A copy of the final RFP is included in Attachment C. The City received proposals from ten firms.

Proposals were assessed on:

- 1) Project understanding and approach, including familiarity with the Del Mar issues and opportunities, innovation or advanced techniques to accomplish the process, awareness of the City's needs, comprehension of the scope of services necessary to produce a park master plan, and sensitivity and knowledge of the Del Mar community process;
- 2) Qualifications, including relevant experience, past performance on related assignments, and capability of team to accomplish the work program; and
- 3) Fee and schedule, including the level of effort by tasks and by key staff, ability to complete the project in a timely manner, cost control techniques, and budget.

A subcommittee consisting of two representatives of the Shores Advisory Committee, the two City Council liaisons to the SAC, and a City staff representative reviewed the ten proposals and selected the four highest ranking for interview. Based on the interview, Schmidt Design Group, Inc. was selected as the finalist. (A copy of their proposal is included as Attachment D.) Following due diligence and scope clarification, Schmidt Design Group was introduced to the SAC at their September 10, 2014 meeting. The Committee unanimously recommended that the City Council approve entering an agreement with Schmidt Design Group for completion of the master plan.

Schmidt Design Group, Inc. is based in San Diego and has extensive experience with park master planning and park development projects. Some of their nearby projects include the Solana Beach Coastal Rail Trail, Cottonwood Creek Park in Encinitas, and Ocean Air Park in the Torrey Del Mar community.

The Shores Park Master Plan process will generally entail three phases: a) completion of a site inventory and analysis and program/needs assessment; b) program refinement and site alternatives development; and c) development of a preferred concept into Master Plan recommendations.

Community engagement will be an essential component of the Master Plan process at all stages. The Shores Advisory Committee, which is charged with facilitating the process to ensure that is as inclusive as possible, has developed a recommended community engagement process (Attachment E). This outline has been reviewed with Schmidt Design Group and incorporated into their scope of work for this project.

FISCAL IMPACT:

The Fiscal Years 2013-2014 and 2014-2015 Operating and Capital Budget, Capital Improvement Program #PR01 identifies \$40,000 in FY 2013-2014 and \$35,000 in FY 2014-2015 for a total of \$75,000 for the Shores Park Master Plan. The unexpended funds for FY 2013-2014 are being moved forward to FY 2014-2015. In addition, the Fiscal Year 2014-2015 Planning Department - Contractual Services operating budget (01.5530.3200) included funding for the Shores Park Master Plan. In order to effectively track the project budget and expenditures, staff is requesting that \$75,000 be transferred from 01.5530.3200 to the Shores Park Master Plan capital project budget (21-6817.5900).

ENVIRONMENTAL IMPACT:

The Shores Park Master Plan will be subject to environmental review as part of the preparation of the Master Plan.

PRIOR CITY COUNCIL REVIEW:

At its November 18, 2013 meeting, City Council directed staff to initiate the process of preparing the Shores Park Master Plan. At its January 21, 2014 meeting, the City Council reviewed the draft request for proposals and scope of work for the Shores Park Master Plan.

ATTACHMENTS:

- Attachment A - Resolution
- Attachment B - Agreement for Professional Services with Schmidt Design Group
- Attachment C - Request for Proposals for Shores Park Master Plan
- Attachment D - Schmidt Design Group, Inc. Shores Park Master Plan Proposal
- Attachment E - Shores Advisory Committee Goals for Community Engagement Process and Proposed Outline for Community Engagement Process

RESOLUTION NO. 2014- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEL MAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCHMIDT DESIGN GROUP, INC. TO PREPARE A MASTER PLAN FOR SHORES PARK AND AMENDING THE FISCAL YEARS 2013-2014 AND 2014-2015 OPERATING AND CAPITAL BUDGET

WHEREAS, the City of Del Mar acquired Shores School in 2008 with the intent of preserving the current open space and recreational uses and the continued operation of the Winston School; and

WHEREAS, at the time of acquisition, a City Council resolution identified that the City would complete a master planning process for the property prior to any substantive changes to the status quo of the property; and

WHEREAS, in February 2014, the City Council directed staff to proceed with releasing a Request for Proposals to seek a qualified consultant to prepare a master plan for Shores Park; and

WHEREAS, the City of Del Mar issued RFP 2014-03 on March 3, 2014 for professional consultant services for preparation of the Shores Park Master Plan; and

WHEREAS, the City of Del Mar, at the close of the proposal period on April 11, 2014, received ten proposals to provide professional consultant services; and

WHEREAS, the selection committee, made up of two representatives of the Shores Advisory Committee, two City Council liaisons to the Shores Advisory Committee, and City staff, reviewed and ranked the proposals, conducted interviews, and selected the most qualified firm; and

WHEREAS, Schmidt Design Group, Inc. has substantial experience preparing park master plans and developing park designs; and

WHEREAS, on June 3, 2013, the City Council adopted the Fiscal Years 2013-2014 and 2014-2015 Operating and Capital Budget, that included funds in the Planning Department – Contractual Services account and \$75,000 in a capital project account for preparing a master plan for Shores Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Del Mar, California, that:

1. The above recitals are true and correct.
2. The City Council authorizes the City Manager to enter into an agreement with Schmidt Design Group in an amount not to exceed \$150,000.

3. The City Council approves the transfer of \$75,000 from the Fiscal Year 2014-2015 Planning Department account 01-5530-3200 to the Shores Park Master Plan capital project account (21-6817-5900).
4. That the appropriate City officials are hereby authorized and directed to take such actions as they deem necessary and proper to effectuate and consummate the contract, subject to final review and approval of the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Del Mar, California, at a Regular Meeting held on the 6<sup>th</sup> day of October, 2014.

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LEE HAYDU, Mayor  
City of Del Mar

APPROVED AS TO FORM:

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LESLIE E. DEVANEY, City Attorney

ATTEST AND CERTIFICATION:

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF DEL MAR

I, Andrew Potter, Administrative Services Director/City Clerk of the City of Del Mar, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-\_\_, adopted by the City Council of the City of Del Mar, California at a Regular Meeting held the 6<sup>th</sup> day of October 2014, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Andrew Potter  
Administrative Services Director/City Clerk  
City of Del Mar

**AGREEMENT BETWEEN THE CITY OF DEL MAR  
AND  
SCHMIDT DESIGN GROUP, INC**

This Agreement ("Agreement"), made this \_\_\_\_ day of October, 2014, by and between the CITY OF DEL MAR, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and Schmidt Design Group, Inc, a California Corporation ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of consultant services for preparation of a park master plan for Shores Park.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for

quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3 Monthly Written Reports. The CONSULTANT shall prepare and submit to the designated CITY representative a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

## 2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: Kristen M. Crane  
Assistant to the City Manager  
Address: City of Del Mar  
1050 Camino del Mar  
Del Mar, CA 92014  
Phone: (858) 755-9313 x132  
Facsimile: (858) 755-2794

For CONSULTANT: \_\_\_\_\_

CONSULTANT: Schmidt Design Group, Inc.  
Address: 2655 Fourth Avenue  
San Diego, CA 92103  
Phone: (619) 236-1462  
Facsimile: (\_\_\_\_) \_\_\_\_\_

## 3. TERM

3.1 The term of this Agreement shall be from October \_\_, 2014 until November 1, 2015.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

## 4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT a sum not to exceed one hundred fifty thousand dollars (\$150,000).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

## 5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the

Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

## 6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Commercial Automobile Liability. For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$500,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are no less than "A" and "VII" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Del Mar and its respective officers and employees are additional insured under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

## 7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

## 8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

## 9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

## 10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior

to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

## 11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

## 12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

## 13. DEFENSE AND INDEMNIFICATION

13.1 CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its

sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

14.1 CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

CONSULTANT acknowledges that he/she has read Section 14. Conflict of Interest, and may have \_\_\_ or does not have \_\_\_ a potential conflict of interest, and will \_\_\_ or will not \_\_\_ need to file a Statement of Economic Interest Form 700. If CONSULTANT is required to file a Statement of Economic Interest, a Form 700 shall accompany this executed Contract.

\_\_\_\_\_ Consultant's Initial  
\_\_\_\_\_ City of Del Mar Initial

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT

without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation

under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF DEL MAR

SCHMIDT DESIGN GROUP, INC

\_\_\_\_\_  
Scott W. Huth, City Manager

\_\_\_\_\_  
Glenn Schmidt, President

ATTEST:

\_\_\_\_\_  
Andrew Potter, Administrative Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie Devaney, City Attorney

**EXHIBIT A**  
**Scope of Services**

SCHMIDT DESIGN GROUP, INC.



BALANCING ARTISTIC EXPRESSION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY

2655 Fourth Avenue, San Diego, CA 92103 Lic. CA 2138, NV 219, AZ 34139  
telephone {619} 236-1462 facsimile {619} 236-8792  
www.schmidtsg.com

September 30, 2014

Ms. Kristen Crane  
City of Del Mar  
1050 Camino Del Mar  
Del Mar, CA

Regarding: **Shores Park Master Plan – Master Planning & Landscape Architecture Services**

Dear Kristen:

Thank you for the opportunity to provide the following proposal / agreement regarding the Shores Park Master Plan in the City of Del Mar. Per our discussions, the following reflects my understanding of the services to be performed by the Schmidt Design Group, Inc.

**DISCOVER**

1. CITY KICK-OFF MEETING: The design team will hold a kick-off meeting with City staff and key members from various City departments to further define the goals and objectives for the project. The proposed project schedule will be evaluated and refined based on City staff feedback. The overall community engagement strategy, including identification of interest groups and survey methodologies, will be evaluated and confirmed. We will verify the strategy for the successful delivery of the park master plan with City staff. Protocol for team communication will be outlined to ensure efficient channels of communication are employed throughout the duration of the project.
2. ADVISORY COMMITTEE INTRODUCTION MEETING: The design team will meet with the Shores Advisory Committee (SAC) to introduce the consultant team, discuss the community engagement strategy and interest groups, master plan delivery strategy, and project schedule. Protocol for communication with the Advisory Committee will be outlined to ensure efficient channels of communication throughout the duration of the project.
3. DOCUMENTATION REVIEW & DATA COLLECTION: We will review all available reference materials and City requirements including the City's Community Plan, Local Coastal Program, and Landscape Ordinance, Winston School Memorandum of Understanding and other historic documents found on the City's website for Shores Park. City demographics will be evaluated as it relates to potential programming. The Team will study the operating budgets and park facilities of comparable cities throughout Southern

California. This information will be synthesized in memorandum format and delivered to the City.

4. **SITE INVENTORY & ANALYSIS:** This analysis will consist of a graphic illustration superimposed on the aerial and topographic survey. The site analysis will define opportunities and constraints based on the composition of the site. Key features including unique site topography, sensitive tree species, surrounding context, coastal climatic influences, pedestrian and vehicular circulation patterns, existing vegetation, circulation, and public view corridors. We will also obtain confirmation from the City regarding the final project boundary/limits as it relates to the Winston School site. This document will inform the preparation of the master plan alternatives and will be discussed during community meetings.
5. **EXISTING FACILITIES ANALYSIS:** The Team will evaluate the existing facilities within the park including the Del Mar Community building. The building's general condition, square footage, and functionality will be evaluated. The existing facilities and future master plan vision of the Winston School will be evaluated during this effort. This evaluation will inform the role of the existing buildings in future programming opportunities identified in the master plan.
6. **COMMUNITY SURVEY:** The Team's community survey specialists, True North Research, will conduct a robust survey to profile community needs, priorities, and satisfaction as they relate to Shores Park. This survey will include the following solicitation methodologies:
  - a. Web-based questionnaires
  - b. CATI (Computer Assisted Telephone Interviewing)
  - c. Community solicitation via mail and targeted phone calls

The resulting survey data will be processed, which includes conducting validity checks, cleaning, recoding, coding any open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'. The data will then be analyzed and the survey results will be delivered via a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions / recommendations, as well as a comprehensive set of cross tabulations showing how the answers varied by subgroups of respondents. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.

7. **INTEREST GROUP INTERVIEWS:** Interest Group interviews will be held with the various vested parties. Potential groups include the following:
  - a. Little League
  - b. Dog owners

- c. Children's groups
- d. Youth and teen groups
- e. Winston School
- f. Friends of Del Mar Parks
- g. Parks & Recreation Committee
- h. Del Mar Foundation
- i. Del Mar Community Connections
- j. Del Mar Historical Society
- k. City Public Works & Community Services Department(s)
- l. Adjacent hotel owner(s)
- m. Current concessionaires
- n. Garden Club
- o. Del Mar Village Association
- p. A maximum of sixteen (16) interest group meetings are anticipated.

The results of these interest group meetings will be synthesized in memorandum format and delivered to the City. This will provide an additional layer of valuable feedback to support the park programming development and master plan alternatives.

8. **INFORMAL COMMUNITY POP-UP TENT EVENT(S):** We will work with the City and Advisory Committee to provide graphics for the pop-up tent events. This effort is intended to solicit initial impressions of the site and initial community visioning. We anticipate City staff and members of the Advisory Committee will operate and record feedback at the pop up event(s).
9. **COMMUNITY VOICES WEBSITE:** We will work with the City to provide questions, prompts, and content that can be uploaded to the City's website to obtain additional community input on specific topics. All graphics and presentations prepared for the project will be provided in digital format for inclusion on the website. It is anticipated that the City will administer and manage the website.
10. **SITE AWARENESS WORKBOOK:** We will prepare a "site awareness workbook" as a tool that the community can use to record their initial impressions of the site. The workbook will include an aerial image of the site, a series of question prompts, and open space for them to record their ideas. These workbooks can be returned by residents to City staff and incorporated into the overall community feedback summary.
11. **COMMUNITY WORKSHOP ONE:** The first community workshop will be held on-site to facilitate a dialogue of the site and its potential. This on-site workshop may be more informal in nature and coupled with a community event or picnic (held by the City) with the goal of being less formalized or structured than traditional community workshops. The previously mentioned

workbook will be available for participants for their use throughout the workshop. The Team will walk the site with the community members and discuss the community's perceived issues, opportunities, and constraints. Through an interactive dialogue, the community will be asked to help craft the project's vision statement and guiding principles. Finally, the community will be asked to provide input regarding potential program elements and to describe their ideal park. The feedback received will be recorded in real time, on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of "what we heard" will be prepared and provided to City staff following the workshop.

12. **DATA AND COMMUNITY SYNTHESIS:** The team will synthesize all of the data and feedback received to date in memorandum form. This will include the following:
  - a. Survey Findings Report
  - b. Interest Group Interviews and Workshop Summary
  - c. Preliminary Master Plan Vision Statement and Guiding Principles
  - d. Preliminary Program and Needs Assessment
13. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SAC to present the data and community input received to date (items 12 a-d above). Feedback received will be recorded and integrated into the future master planning effort.
14. **PARKS & RECREATION COMMITTEE MEETING:** The design team will meet with the Park & Recreation Committee (P&RC) to present the data and community input received to date. This will include the preliminary master plan vision statement, guiding principles, preliminary program, and needs assessment. A summary of the feedback received from the SAC will also be presented. Feedback received will be recorded and integrated into the future master planning effort.
15. **CITY COUNCIL PRESENTATION:** The design team will present the data and community input received to date to City Council. This will include the preliminary master plan vision statement, guiding principles, preliminary program, and needs assessment. A summary of the feedback received from the SAC and P&RC will also be presented. Feedback received will be recorded and integrated into the future master planning effort.

#### ANTICIPATED DELIVERABLES

The following deliverables will be prepared and delivered to City staff throughout the first phase of the master plan effort.

- a. Monthly Status Reports
- b. Documentation & Data Collection Memorandum
- c. Site Inventory & Analysis

- d. Existing Facilities Analysis Memorandum
- e. Community Survey Findings Report
- f. Interest Group Synthesis Memorandum
- g. Site Awareness Workbook
- h. Community Engagement Summary Memorandums
- i. Preliminary Master Plan Vision Statement and Guiding Principles
- j. Preliminary Program and Needs Assessment Memorandum

The City will be provided with one (1) full size copy and PDF versions of all project deliverables.

## IMAGINE

1. **CASE STUDY EXPLORATION:** The Team will research successful master plans and park spaces from around the world and collect imagery, size, program, and capital cost data. These are intended to offer inspiration and stimulate the discussion as it relates to the Shores Park Master Plan.
2. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SAC to present the content and approach to the case study exploration (item 1 above). Feedback received will be recorded and integrated into the future master planning effort.
3. **INFORMAL COMMUNITY POP UP TENT EVENT(S):** We will work with the City and Advisory Committee to provide graphics for the pop-up tent events. The graphics used at this event will be image-centric to obtain additional community feedback regarding potential park program elements, character, style, etc. based on the preliminary program and needs assessment. We anticipate the City staff and members of the Advisory Committee will operate and record feedback at the pop up event(s).
4. **COMMUNITY VOICES WEBSITE:** We will work with the City to provide questions, prompts, and content that can be uploaded to the City's website in order to obtain additional community input on specific topics. All graphics and presentations prepared for the project will be provided in digital format for inclusion on the website. It is anticipated that the City will administer and manage the website.
5. **COMMUNITY WORKSHOP TWO:** This workshop will start with a summary of item 12 (a-d) as outlined in the Discover section with an emphasis on the guiding principles, preliminary program, and needs assessment. If possible, this workshop will be held on site or at the Winston School. The project case studies will be presented to stimulate conversation. This will be followed by discussion of character as it relates to Shores Park. A series of images will be

presented ranging from contemporary to organic. The community will have an opportunity to provide feedback on the imagery as it relates to the character of their vision for the park. Next, we will lead a discussion on potential park programming and supported by a prioritization exercise. The workshop will then separate into smaller groups and the community will be asked to “design the park” by organizing various program elements using templates, string, blocks, markers and various supplies. Each group will then have an opportunity to present their ideas for the park. The meeting will end with a summary of the programming exercise and identification of next steps. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of “what we heard” will be prepared and provided to City staff following the workshop.

6. **REFINED PARK PROGRAM:** The potential park program elements will be refined based upon the robust feedback received from the community, City staff, community survey, the Advisory Committee, Park & Recreation Committee, and City Council. The program list will take into consideration the synergy of uses and adjacency compatibility. This program list is not intended to be implemented within a single master plan as this will allow for the master plan alternatives to reflect differing program types and compositions.
7. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SAC to present the community input received from the second community workshop, pop-up events, and community voices website. Feedback received will be recorded and integrated into the future master planning effort.

#### ANTICIPATED DELIVERABLES

The following deliverables will be prepared and delivered to City staff throughout the second phase of the master plan effort.

- a. Case Study Exploration
- b. Refined Park Program List
- c. Community Feedback Summary Memorandum

The City will be provided with one (1) full size copy and one (1) PDF version of all project deliverables.

## CREATE

1. **MASTER PLAN ALTERNATIVES:** The Team will develop a series of three (3) master plan alternatives that reflect the community’s vision and the program elements as identified above. Each alternative will explore a potential program

arrangement and preliminary grading strategies. The alternatives will be illustrative in nature, color rendered, and contain a brief design statement.

2. PRECEDENCE BOARDS: Precedence image boards will be prepared for each alternative. The boards will contain design, program, and material imagery to further reinforce the vision of each master plan alternative.
3. SIMULATIONS: Two (2) to four (4) visual simulations will be prepared for each master plan alternative. These graphics are an invaluable tool to depict the alternatives from a variety of angles and clearly illustrate the composition and character of the spaces being proposed.
4. ROUGH ORDER OF MAGNITUDE: Each alternative will be complemented by a preliminary design, construction, and operations rough order of magnitude cost estimate. The estimate will associate costs to the proposed improvements and take into consideration future construction and material cost escalations.
5. COMMUNITY WORKSHOP THREE: The workshop will start with a summary of the master planning process to-date. The refined park program will be presented to support the discussion of the master plan alternatives. This will be followed by a presentation of each alternative with supporting precedence imagery and visual simulations. Each alternative will include an associated rough order of magnitude cost, operational cost, and conceptual phasing strategy. The community will then have an opportunity to share their feedback on each of the alternatives. The workshop will then open to a discussion of a preferred program and alternative. This may be a single alternative or a combination of elements from each of the alternatives. The meeting will end with a consensus of the preferred direction for the park master plan. The community will be informed of next steps and additional opportunities to provide input at future public hearings. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of “what we heard” will be prepared and provided to City staff following the workshop.
6. INFORMAL COMMUNITY POP UP TENT EVENT: We will host one (1) pop-up tent event and solicit feedback on the three (3) master plan alternatives. The graphics used at this event will be image-centric to obtain additional community feedback regarding potential park program elements, character, style, etc.
7. COMMUNITY VOICES WEBSITE: We will work with the City to provide questions, prompts, and content that can be uploaded to the City’s website. The three master plan alternatives (and supporting imagery) will be provided

in digital format for inclusion on the website. It is anticipated that the City will administer and manage the website.

8. **PREFERRED MASTER PLAN STATEMENT:** The design team will prepare a narrative statement that reflects the community's vision for a preferred master plan. This statement will include a discussion of the park program, park theme or brand, and park character / aesthetic. This statement will be presented and "tested" with the various City committees prior to the development of the final park master plan. The design statement will be updated as each committee has an opportunity to provide input as defined below.
9. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SAC to present the finding of the third community workshop, pop up events, and community voice website feedback including the community's preferred park program and preferred master plan statement. Feedback received will be recorded and integrated into the preferred master plan.
10. **PREFERRED MASTER PLAN:** The preferred master plan will illustrate the refined arrangement of proposed park program elements and master plan grading strategies. Proposed site furnishings, light standards, and materials will also be identified. A master plant palette will be developed and include recommendations for plant sizes and spacing. The plan will be illustrative in nature, color rendered, and contain the final design statement. An initial building floor plan and illustrative elevations will be developed if a new structure is proposed in the master plan. The building elevations will be color rendered and identify the material composition of the structure.
11. **PRECEDENCE BOARDS:** Precedence image boards will be prepared for the preferred master plan. The boards will contain design, program, and material imagery which further reinforce the vision of the master plan.
12. **SIMULATIONS:** Six (6) visual simulations will be prepared for the preferred master plan. These graphic are an invaluable tool to depict the alternatives from a variety of angles and clearly illustrate the composition and character of the spaces being proposed. The simulations will be in a high resolution format and suitable for use by the City in press releases and promotional materials.
13. **ROUGH ORDER OF MAGNITUDE:** The preferred master plan will be complemented by a detailed rough order of magnitude cost estimate. The estimate will associate costs to the proposed improvements and take into consideration a future construction and material cost escalations.

14. OPERATIONS & MAINTENANCE EVALUATION: The Team's subconsultant will assess current City O&M capabilities, evaluate the master plan alternatives from an O&M perspective, and develop a O&M strategy for the final Shores Park Master Plan. The following services will be provided. This effort includes two (2) meetings with the City.

A. Information Gathering - Assessment of Current Roles / Responsibilities / Capabilities

- i. Consultant will perform a brief assessment of the City of Del Mar current roles / responsibilities / capabilities with respect to maintenance and operations of existing parks and public space. This assessment will include a brief evaluation of current maintenance standards and resources, levels of service, practices, facilities, equipment, special events, and special event management.
- ii. Additionally, consultant will undertake a brief assessment of any existing public / private partnerships currently operating in Del Mar along with their overall organizational capacity, roles and responsibilities. Review creative operational models being used locally and regionally.
- iii. Consultant will prepare a brief report summarizing both of the above as well as an overall evaluation of existing capabilities as it relates to parks and public space O&M.

B. Master Plan Design Phase

- i. Review of MP designs: Provide analysis on O&M issues associated with the MP design: Consultant will review design plan alternatives and proposed improvements and will develop a list of maintenance tasks, along with estimated frequency standards. All hardscape and softscape features will be mapped and quantified to present an accurate cost for maintenance of the site. Based on the preliminary designs (assumes up to three [3]), consultant will develop a preliminary annual maintenance budget. Identify overall maintenance costs as well as estimated costs for individual design features or specific areas, if required.
- ii. Assist in identifying options for programming / special events: Consultant will provide initial thoughts and suggestions for programming / special event options for the site. Consultant will provide a summary programming agenda that includes type of event, location, estimated attendance, event support needs, as well as

evaluation and assessment of any specific programming needs identified by the design team or client.

- iii. Prepare draft MP O&M strategy: Based on the design, programming, and estimated maintenance tasks and costs, Consultant, in consultation with the design team and client, will prepare a draft O&M strategy.

C. Recommended Draft Management / Operating Models for Shores Park (Public / Private Partnership)

- i. Consultant will work with the client to develop an overall management strategy for the Shores Park. Consultant will provide final recommendations for a management and operation strategy for the Shores Park that will also identify opportunities for a public/private partnership and identify roles and responsibilities for both public and private sectors that will be needed in order to effectively manage the Park. Consultant will provide general funding recommendations for both development and park operations, including those aspects of the plan that would be most attractive for private funding through grants and/or donations. Consultant will provide an overall fundraising strategy for both capital and operations, including short, medium and long-term organizational needs for the Park's ongoing management.

The draft management strategy for the final preferred MP will address:

- 1) Operating model that will include
    - Management, operations, and maintenance needs
    - Recommended roles and responsibilities
    - Organizational infrastructure
    - Implementation timeframe
    - Recommended sources of revenue - public and private
  - 2) Recommended functional components, operational levels, and estimated operating costs
    - Recommended operation model with roles and responsibilities
    - Estimated annual operating budget (identify public and private responsibilities)
    - Staffing recommendations
    - Fundraising strategy
15. PHASING STRATEGY: The Team will develop a phasing strategy for the park improvements based on the City and Community's prioritization of the park program, results of the rough order of magnitude estimate, anticipated

operational costs, and potential funding opportunities. A plan graphic will be developed to illustrate the park's various phases.

16. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SAC to present the preferred master plan and associated support graphics. The rough order of magnitude will be discussed as it relates to the master plan. The financial analysis and cost recovery findings will also be presented. Finally, the proposed park phasing strategy will be presented for discussion. Feedback received will be recorded and integrated into the final master plan report.
17. **COMMUNITY WORKSHOP FOUR:** The workshop will start with a summary of the master planning process to-date. The refined park program and previously prepared master plan alternatives will be briefly discussed. This will be followed by a presentation of the preferred master plan and its supporting precedence imagery and visual simulations. The community will then have an opportunity to share their feedback on the preferred master plan. The community will be informed of next steps and additional opportunities to provide input at future public hearings. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of "what we heard" will be prepared and provided to City staff following the workshop.
18. **DESIGN REVIEW BOARD PRESENTATION:** The design team will present the preferred master plan and associated support graphics to the Design Review Board. The master plan and proposed materials, treatments, and finishes will be presented for discussion. Feedback received will be recorded and integrated into the final master plan report.
19. **ADVISORY COMMITTEE MEETING:** The design team will return to the SAC to discuss the comments and recommendations of the Design Review Board. Any final recommendations will be integrated into the final master plan report.
20. **CITY COUNCIL PRESENTATION:** The design team will present the preferred master plan document to City Council. A summary of the feedback received from the SAC and DRB will also be presented. Feedback received will be recorded and integrated into the final master planning effort.
21. **MASTER PLAN REFINEMENTS:** The preferred master plan and associated graphics, cost estimates, and imagery will be refined based on the feedback received from the SAC and Design Review Board. This refined plan represents the foundation from which the final master plan book will be prepared.

22. PREPARE FINAL MASTER PLAN BOOK: The final deliverable for the Shores Park Master Plan will consist of an illustrative 11x17 book. This document will articulate the robust community engagement process, illustrate the vision of the master plan, and identify actionable steps to make Shores Park a reality. The following is a preliminary table of contents for the master plan book:
  - a. Introduction
  - b. Goals & Objectives
  - c. Community Demographics and Preferences Survey
  - d. Outreach Process (including documentation of feedback at each phase)
  - e. Master Plan Alternatives Discussion
  - f. Preferred Master Plan
  - g. Preferred Master Plan Rough Order of Magnitude
  - h. Financing Strategies and Cost Recovery
  - i. Phasing and Action Plan
  - j. Summary
23. DESIGN REVIEW BOARD PRESENTATION: The design team will present the final master plan document to the Design Review Board. The master plan and proposed materials, treatments, and finishes will be presented for discussion and approval.
24. FINAL REFINEMENTS: The team will make final refinements to the master plan document based on the comments from City staff, Design Review Board, and SAC.
25. PARK & RECREATION COMMITTEE MEETING: The design team will meet with the Park & Recreation Committee (P&RC) to present the final master plan document for approval.
26. PLANNING COMMISSION PRESENTATION: The design team will present the final master plan document to the Planning Commission for approval.
27. CITY COUNCIL PRESENTATION: The design team will present the final master plan document to City Council for adoption.

#### ANTICIPATED DELIVERABLES

The following deliverables will be prepared and delivered to City staff throughout the final phase of the master plan effort.

- a. Three (3) Master Plan Alternatives, Estimates, Simulations
- b. Community Feedback Summary Memorandum
- c. Workshop Three Summary Memorandum
- d. Preferred Master Plan
- e. Precedence Imagery Boards
- f. Simulations

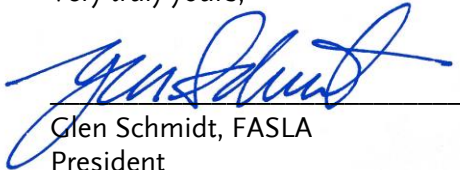
- g. Rough Order of Magnitude Cost
- h. Financial Analysis
- i. Pricing & Cost Recovery Report
- j. Phasing Strategy
- k. Final Master Plan Book

The City will be provided with one (1) full size copy and PDF versions of all project deliverables.

***Refer to separate PDF titled "Shores Park Fee – rev2.pdf" for the detailed fee proposal***

Thank you for your consideration. We look forward to working with you on this exciting project.

Very truly yours,



Glen Schmidt, FASLA  
President  
Schmidt Design Group, Inc.

**Task 1 - Discover**

	Description	CI/T	\$65.00	LDr	\$65.00	LDe	\$75.00	PM	\$85.00	SPM/LA	\$110.00	Assoc	\$130.00	Principa	\$165.00	PIC	\$225.00	Total Fees
	<b>Discover</b>																	
1	Kick Off Meeting		\$0.00		\$0.00		\$0.00	0.0	\$0.00		\$0.00		\$0.00	3.0	\$495.00	2.0	\$450.00	\$945.00
2	Advisory Committee Introductory Meeting		\$0.00		\$0.00		\$0.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$780.00
3	Document Review		\$0.00		\$0.00	9.0	\$675.00	5.0	\$425.00		\$0.00		\$0.00	2.0	\$330.00		\$0.00	\$1,430.00
4	Site Inventory and Analysis		\$0.00		\$0.00	8.0	\$600.00	3.0	\$255.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$1,020.00
5	Existing Facilities Analysis		\$0.00		\$0.00	6.0	\$450.00	6.0	\$510.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$1,125.00
6	Community Survey		\$0.00		\$0.00	0.0	\$0.00	6.0	\$510.00		\$0.00		\$0.00	2.0	\$330.00		\$0.00	\$840.00
7	Stakeholder Interviews (16)		\$0.00		\$0.00		\$0.00	8.0	\$680.00		\$0.00		\$0.00		\$0.00	16.0	\$3,600.00	\$4,280.00
8	Pop Up Tent Event (materials prep only)		\$0.00		\$0.00	4.0	\$300.00	2.0	\$170.00		\$0.00		\$0.00		\$0.00		\$0.00	\$470.00
9	Community Voices Website		\$0.00		\$0.00	2.0	\$150.00	1.0	\$85.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$400.00
10	Site Awareness Workbook		\$0.00		\$0.00	6.0	\$450.00	1.0	\$85.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$700.00
11	Community Workshop One (inc. prep)		\$0.00		\$0.00	10.0	\$750.00	4.0	\$340.00		\$0.00		\$0.00	4.0	\$660.00	2.0	\$450.00	\$2,200.00
12	Data and Community Synthesis		\$0.00		\$0.00	0.0	\$0.00	4.0	\$340.00		\$0.00		\$0.00	4.0	\$660.00	4.0	\$900.00	\$1,900.00
13	Park and Recreation Committee Meeting		\$0.00		\$0.00		\$0.00	2.0	\$170.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$950.00
14	City Council Presentation		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3.0	\$495.00	3.0	\$675.00	\$1,170.00
15	Advisory Committee Meeting		\$0.00		\$0.00	4.0	\$300.00	3.0	\$255.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,335.00
16	Consultant Coordination		\$0.00		\$0.00		\$0.00	20.0	\$1,700.00		\$0.00		\$0.00	5.0	\$825.00		\$0.00	\$2,525.00
17	Project Administration-Schedule		\$0.00		\$0.00		\$0.00	8.0	\$680.00		\$0.00		\$0.00		\$0.00		\$0.00	\$680.00
	<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>49.0</b>	<b>\$3,675.00</b>	<b>73.0</b>	<b>\$6,205.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>33.0</b>	<b>\$5,445.00</b>	<b>33.0</b>	<b>\$7,425.00</b>	<b>\$22,750.00</b>

	Description	Fee	SDG Markup	Total Fees
	<b>Subconsultants Project Start Up</b>			
	Burkett & Wong (Civil)		\$0.00	\$0.00
	Alagia Engineering (Electrical)		\$0.00	\$0.00
	Kelly Doyle (M&O Strategies)		\$0.00	\$0.00
	OBR (Architect)	\$8,200.00	\$0.00	\$8,200.00
	True North (Community Outreach/Survey)	\$18,500.00	\$0.00	\$18,500.00
	Hunter Pacific (Cost Estimation)		\$0.00	\$0.00
	<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$26,700.00</b>	<b>\$26,700.00</b>

**Task 1 - Discover \$49,450.00**

**Task 2 - Imagine**

	Description	CI/T	\$65.00	LDr	\$65.00	LDe	\$75.00	PM	\$85.00	SPM/LA	\$110.00	Assoc	\$130.00	Principa	\$165.00	PIC	\$225.00	Total Fees
	<b>Imagine</b>																	
1	Case Study Exploration		\$0.00		\$0.00	8.0	\$600.00	4.0	\$340.00		\$0.00		\$0.00	2.0	\$330.00	1.0	\$225.00	\$1,495.00
2	Advisory Committee Meeting		\$0.00		\$0.00	4.0	\$300.00	3.0	\$255.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,335.00
3	Pop Up Tent Event (materials prep only)		\$0.00		\$0.00	2.0	\$150.00	2.0	\$170.00		\$0.00		\$0.00		\$0.00		\$0.00	\$320.00
4	Community Voices Website		\$0.00		\$0.00	2.0	\$150.00	1.0	\$85.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$400.00
5	Community Workshop Two (inc. prep)		\$0.00		\$0.00	10.0	\$750.00	8.0	\$680.00		\$0.00		\$0.00	4.0	\$660.00	2.0	\$450.00	\$2,540.00
6	Refined Park Program		\$0.00		\$0.00		\$0.00	3.0	\$255.00		\$0.00		\$0.00	2.0	\$330.00		\$0.00	\$585.00
7	Advisory Committee Meeting		\$0.00		\$0.00	4.0	\$300.00	3.0	\$255.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,335.00
8	Consultant Coordination		\$0.00		\$0.00		\$0.00	0.0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
9	Project Administration-Schedule		\$0.00		\$0.00		\$0.00	4.0	\$340.00		\$0.00		\$0.00		\$0.00		\$0.00	\$340.00

<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>30.0</b>	<b>\$2,250.00</b>	<b>28.0</b>	<b>\$2,380.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>13.0</b>	<b>\$2,145.00</b>	<b>7.0</b>	<b>\$1,575.00</b>	<b>\$8,350.00</b>
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Description	Fee	SDG Markup	Total Fees
<b>Subconsultants Master Plan</b>			
Burkett & Wong (Civil)		\$0.00	\$0.00
Alagia Engineering (Electrical)		\$0.00	\$0.00
Kelly Doyle (M&O Strategies)		\$0.00	\$0.00
OBR (Architect)		\$0.00	\$0.00
True North (Community Outreach/Survey)		\$0.00	\$0.00
Hunter Pacific (Cost Estimation)		\$0.00	\$0.00
<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Task 2 - Imagine** **\$8,350.00**

**Task 3 - Create**

Description	CI/T	\$65.00	LDr	\$65.00	LDe	\$75.00	PM	\$85.00	SPM/LA	\$110.00	Assoc	\$130.00	Principa	\$165.00	PIC	\$225.00	Total Fees
<b>Create</b>																	
1 Master Plan Alternatives		\$0.00		\$0.00	40.0	\$3,000.00	6.0	\$510.00		\$0.00		\$0.00	4.0	\$660.00	2.0	\$450.00	\$4,620.00
2 Precedence Boards		\$0.00		\$0.00	16.0	\$1,200.00	8.0	\$680.00		\$0.00		\$0.00	4.0	\$660.00		\$0.00	\$2,540.00
3 Simulations		\$0.00		\$0.00	40.0	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,000.00
4 Rough Order of Magnitude Costs		\$0.00		\$0.00	0.0	\$0.00	2.0	\$170.00		\$0.00		\$0.00		\$0.00		\$0.00	\$170.00
5 Community Workshop Three (inc. prep)		\$0.00		\$0.00	10.0	\$750.00	4.0	\$340.00		\$0.00		\$0.00	4.0	\$660.00	2.0	\$450.00	\$2,200.00
6 Pop Up Tent Event (attendance)		\$0.00		\$0.00		\$0.00	2.0	\$170.00		\$0.00		\$0.00	4.0	\$660.00	4.0	\$900.00	\$1,730.00
7 Community Voices Website		\$0.00		\$0.00	2.0	\$150.00	1.0	\$85.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$400.00
8 Preferred Master Plan Statement		\$0.00		\$0.00	3.0	\$225.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,005.00
9 Advisory Committee Meeting		\$0.00		\$0.00	3.0	\$225.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,005.00
10 Preferred Master Plan		\$0.00		\$0.00	40.0	\$3,000.00	8.0	\$680.00		\$0.00		\$0.00	4.0	\$660.00	1.0	\$225.00	\$4,565.00
11 Precedence Boards		\$0.00		\$0.00	8.0	\$600.00	2.0	\$170.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$935.00
12 Simulations		\$0.00		\$0.00	40.0	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,000.00
13 Rough Order of Magnitude Costs		\$0.00		\$0.00	0.0	\$0.00	1.0	\$85.00		\$0.00		\$0.00		\$0.00		\$0.00	\$85.00
14 Operations & Maintenance Analysis		\$0.00		\$0.00		\$0.00	1.0	\$85.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$250.00
15 Phasing Strategy		\$0.00		\$0.00	8.0	\$600.00	2.0	\$170.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$935.00
16 Advisory Committee Meeting		\$0.00		\$0.00	3.0	\$225.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,005.00
17 Community Workshop Four (inc. prep)		\$0.00		\$0.00	10.0	\$750.00	4.0	\$340.00		\$0.00		\$0.00	4.0	\$660.00	2.0	\$450.00	\$2,200.00
18 Design Review Board Presentation		\$0.00		\$0.00	3.0	\$225.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,005.00
19 Advisory Committee Meeting		\$0.00		\$0.00	0.0	\$0.00	6.0	\$510.00		\$0.00		\$0.00	3.0	\$495.00		\$0.00	\$1,005.00
20 City Council Presentation		\$0.00		\$0.00	2.0	\$150.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$930.00
21 Master Plan Refinements		\$0.00		\$0.00	20.0	\$1,500.00	8.0	\$680.00		\$0.00		\$0.00	3.0	\$495.00		\$0.00	\$2,675.00
22 Prepare Final Master Plan Book		\$0.00		\$0.00	50.0	\$3,750.00	20.0	\$1,700.00		\$0.00		\$0.00	4.0	\$660.00		\$0.00	\$6,110.00
23 Design Review Board Presentation		\$0.00		\$0.00	3.0	\$225.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,005.00
24 Final Refinements		\$0.00		\$0.00	20.0	\$1,500.00	4.0	\$340.00		\$0.00		\$0.00	1.0	\$165.00		\$0.00	\$2,005.00
25 Park & Recreation Committee Meeting		\$0.00		\$0.00	2.0	\$150.00	6.0	\$510.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,440.00
26 Planning Commission Presentation		\$0.00		\$0.00	2.0	\$150.00	6.0	\$510.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$1,440.00
27 City Council Presentation		\$0.00		\$0.00	2.0	\$150.00	0.0	\$0.00		\$0.00		\$0.00	2.0	\$330.00	2.0	\$450.00	\$930.00
28 Consultant Coordination		\$0.00		\$0.00		\$0.00	31.0	\$2,635.00		\$0.00		\$0.00	15.0	\$2,475.00		\$0.00	\$5,110.00
29 Project Administration-Schedule		\$0.00		\$0.00		\$0.00	10.0	\$850.00		\$0.00		\$0.00		\$0.00		\$0.00	\$850.00
<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>327.0</b>	<b>\$24,525.00</b>	<b>132.0</b>	<b>\$11,220.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>72.0</b>	<b>\$11,880.00</b>	<b>29.0</b>	<b>\$6,525.00</b>	<b>\$54,150.00</b>

	Description	Fee	SDG Markup	Total Fees
	<b>Subconsultants Discretionary Permitting</b>			
	Burkett & Wong (Civil)	\$6,000.00	\$0.00	\$6,000.00
	Alagia Engineering (Electrical)	\$2,000.00	\$0.00	\$2,000.00
	Kelly Doyle (M&O Strategies)	\$5,000.00	\$0.00	\$5,000.00
	OBR (Architect)	\$12,300.00	\$0.00	\$12,300.00
	True North (Community Outreach/Survey)		\$0.00	\$0.00
	Hunter Pacific (Cost Estimation)	\$9,200.00	\$0.00	\$9,200.00
	<b>SUB-TOTAL</b>	<b>0.0</b>	<b>\$34,500.00</b>	<b>0.0</b>
<b>Task 3 - Create</b>				<b>\$88,650.00</b>

	Description	Fee	Total Fees
	<b>Reimbursables</b>		
	Prints, Mileage, Copies	\$3,500.00	\$3,500.00
	<b>SUB-TOTAL</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>
<b>Reimbursables Subtotal</b>			<b>\$3,500.00</b>

**Fee Summary**

Task 1 - Discover	\$49,450.00
Task 2 - Imagine	\$8,350.00
Task 3 - Create	\$88,650.00
Reimbursables	\$3,500.00
<b>Total Master Plan Services</b>	<b>\$149,950.00</b>



# City of Del Mar



## City of Del Mar

### Request for Proposal RFP 2014-03

for

## Consultant Services for Preparation of the Shores Park Master Plan

RFP Issue Date: March 3, 2014  
Pre-Proposal Meeting: March 19, 2014  
Proposal Registry by: April 4, 2014  
Proposal Due Date: April 11, 2014

*(Please see detailed requirements for all deadlines within RFP)*

City Representative: Kathleen A. Garcia, FASLA  
Planning and Community Development Director  
Contact: [kgarcia@delmar.ca.us](mailto:kgarcia@delmar.ca.us)

## Request for Proposals (RFP 2014-03)

The City of Del Mar is seeking proposals from qualified professionals to prepare the Shores Park Master Plan. Work includes gathering of relevant information and data, assessment of recreational needs, preparing and testing visions, working with stakeholders and community groups, public outreach, and testing scenarios, developing an implementation program and approval meetings.

### Background

Del Mar is a small, coastal city of 4,161 people in San Diego County. With beautiful beaches and lagoons at its north and south boundaries, the city is respected for its beautiful natural environment. The city is primarily residential, with a small retail village at its core. Unlike the region which grew by 10%, Del Mar is one of few cities where the population is 3.9% smaller than it was in 2000. Del Mar's population is also aging. Between the 2000 and 2010 census, the median age of Del Mar's residents grew by 11.7% to 48.6 years of age. Of the 1,985 households within the city, 361 households (18%) have children under age 18 and 514 households (25%) have residents over the age of 65 years old.

The City of Del Mar currently owns the 5.3-acre (231,173 square foot) Shores Property, the subject of this Park Master Plan RFP. The property is the former Del Mar Union School District site, (APNs 300-200-01, 300-200-22 and 300-200-23) and is located at 215/225 Ninth Street in Del Mar, CA (Attachment A). The property is zoned PF-Public Facilities.

The property was first the site of the original Del Mar train station from the late 1800s through the early 1900s. The property was then acquired in 1906 by the South Coast Land Company led by partners Col. Ed Fletcher, William G. Kerckhoff, and others. Kerckhoff's own company eventually took title and conveyed it to the struggling Del Mar School District in 1946 with the deed restriction that the property be used for "school purposes only" with a prohibition against commercial or residential development.

The Del Mar Shores School was built in 1947 and expanded to accommodate children in Del Mar, Del Mar Heights, Sorrento Valley and what is now Carmel Valley. This founding school of the Del Mar Unified School District (DMUSD) was the source of its renowned curriculum enriched with arts and science and for academic achievement supported by active parent involvement. By the early 1970s the student population had outgrown the Shores facility so two new schools were built further inland and the Shores was closed. After a succession of tenants, a portion of the property was leased to the private Winston School in 1988. In 2005, the DMUSD declared the Shores property surplus and available for sale. A group of concerned community leaders formed The Friends of Del Mar Parks (a certified 501c3 tax exempt, non-profit California corporation) and joined together with Winston School families to help raise funds to contribute towards the purchase. In 2007, the DMUSD agreed to sell property to the City of Del Mar for \$8.5 million.

At its August 6, 2007 meeting, City Council adopted Resolution 2007-35 that committed to purchasing the Shores Property from the School District with the stated purpose of preserving the current open

space and recreational uses and the continued operation of the Winston School. On May 21, 2008, the City of Del Mar closed escrow and became the legal owner of the Del Mar Shores property. That same Resolution also identified that the City would schedule public meetings to create a master planning process for the property, and that this planning process will occur prior to any substantive changes to the status quo of the property.

Today, the property, outside of the Winston School lease, is currently used for informal recreation, Little League games, and as an intermittent dog park. No City of Del Mar recreational programming occurs on the site. The former DMUSD buildings are currently used for two Del Mar non-profit organizations – Del Mar Community Connections and Del Mar Foundation on an interim basis.

### **Need for a Master Plan**

At its November 18, 2013 meeting, City Council expressed the desire to initiate the Shores Master Planning process. The City Council requested the preparation of a Park Master Plan as a comprehensive long-range plan intended to guide the park's development. The intent is to have a "blue print" for the future that sets the public policies regarding the future facilities, programs and management actions. The master plan is intended to create the park's vision, which is supported by policies, guidelines and priorities. It should contain cost estimates for implementation and a phasing plan for step-by-step implementation as funding becomes available.

There have been many informal ideas generated for Shores Park, ranging from unstructured recreational open spaces to specialty programmed areas, such as courts, a dog park, athletic facilities, or sports fields. In addition, residents have suggested a theater and performing arts venue, community center, art center, community gardens, swimming pools and other facilities. The master plan process should develop a rational manner of assessing community recreational needs (latent and expressed), both currently and projected into the future. The master plan process can also inspire the community to think beyond what has been suggested in the past and develop a truly signature park for Del Mar.

The process of generating a vision that both inspires the community as well as prioritizes the community ideas will be a very important part of the process. The master plan process should be one that prioritizes the desires and develops a rationale for selecting the preferred uses.

Likewise, the master plan should develop a program that not only builds community consensus but has a feasible program for implementation. Currently the site creates no revenue to contribute to the implementation of any desired master plan elements. The Winston School lease is essentially revenue neutral as advanced lease payments were made to contribute to the purchase of the property. Del Mar's Capital Improvement Program (CIP) does not currently set aside funds for improvements or implementation. Limited maintenance of current facilities is provided in the General Fund. The master plan should develop a logical process for funding and phasing suggested improvements.

Del Mar has long been known for community activism as well as generous donor contributions to fund community priorities. The master plan process should also engage the community to continue this tradition of donor funding.

### **Master Plan Committee**

**Shores Park Master Plan Advisory Committee:** At its February 3, 2014 meeting, the City Council established the 7-member Shores Park Master Plan Advisory Committee, to be made up of community members that represented the broad spectrum of interests in the Park and not of any particular stakeholder or special interest group. The Committee will meet regularly during the master plan process to assist with the process of the community prioritization of the many competing interests and help develop and prioritize solutions. The Committee's mission and purpose is to oversee the Master Plan process to make sure that the process is open, inclusive and develops consensus amongst the many stakeholders; to oversee the steps the community takes in prioritizing the many competing park uses; to discuss and provide advice to the City Council on the challenges facing the Master Plan process; and to review and provide input to the City Council on the Master Plan process.

The Committee's work program will include regular (approximately monthly) meetings as part of the Shores Park Master Plan process to hear community and stakeholder input during the process; oversee and review the determination of community priorities; review the opportunities and constraints of the site; review the survey information; participate in the process for the development of a park vision; review preliminary program development and park planning alternatives; and provide input into refined program and master plan development, recommendations and action plan. The Committee will regularly report to the City Council on its progress as well as serve as a conduit of information to the greater community. It is anticipated that the members will meet approximately monthly for the duration of the park master plan process. Two City Councilmembers, Councilmember Parks and Councilmember Sinnott were elected to serve as the Council Liaisons to the Shores Park Master Plan Committee.

**Relationship with Winston School:** Winston School, located on 1.8 acres of leased parkland, is also undertaking a school master plan. Winston School's lease is in effect through 2063 and has a provision that allows non-exclusive use of the ball fields and south parking lot, subject to the City's rights. Their lease also stipulates redevelopment of the school site, with the first deadline to complete a development application on or before December 31, 2019. To date, Winston has hired an architectural consultant to prepare an assessment of needs, opportunities and constraints. The overall schedule for the school master plan is under development by the Winston School and may or may not run concurrently with the Shores Park Master Plan.

Because Winston School is an active educational environment and its leasehold is not the subject of this park master plan, proposers are requested to NOT walk through the school campus or contact the school administration, students, faculty or staff at any time during the RFP process. The selected consultant will have scheduled meetings with Winston School representatives at the appropriate time.

## Master Plan Process

The Park Master Plan process is envisioned in three phases, with the first phase being Site Inventory and Analysis as well as Program/Needs Assessment. This would include developing the public outreach program, data collection, assessment of existing conditions, site opportunities and constraints, developing the goals and objectives and formulating a preliminary program for park activities. The second phase would refine the program and develop site alternatives. This would include assessment of the alternatives as they relate to the goals and objectives, as well as selecting a preferred direction. The third phase would develop the preferred concept into a master plan, which includes financial analysis, implementation plans and phasing/action plans as well as detailed concepts for each component. Substantial public input, including stakeholder and citizen input will occur throughout the entire process.

## Scope of Work

The City is seeking proposals for the outline scope of work attached in Attachment B. The consultant is expected to expand on this scope in their proposal, incorporating their expertise and proposed method of approach.

- 1. Park Master Plan:** An outline Scope of Work is attached in Attachment B. The City is interested in consultants' recommendations for the scope of work to better address the master plan needs.
- 2. CEQA documentation:** It is the intent of the City to prepare the necessary CEQA documentation under another contract. The selected Park Master Plan consultant will be responsible for working with the CEQA consultant to prepare the project description and incorporate any feasible mitigation measures into the Master Plan.
- 3. Project Management:** The Consultant shall provide management of the design team and any subconsultant personnel. Monthly progress report shall be provided indicating the work accomplished in the last period, anticipated work to be completed in the next period, issues that require resolution, milestone achieved, meetings held, problems encountered and actions taken, approval actions required, coordination issues and design schedule impacts.

The Consultant's Project Manager shall be responsible for coordinating and managing all its subconsultants' work and shall thoroughly review their submittals (plans, reports, and studies) prior to submitting to the City for review.

With approval of the City, Consultant shall schedule all meeting, prepare all meeting agendas, distribute agendas in advance of all meetings, and compile meeting minutes for distribution.

Monthly progress summary shall be submitted with each monthly invoice indicating the work accomplished in the previous period, anticipated work to be completed in the

following period, list of issues requiring resolution, milestones achieved, meetings held, problems encountered and actions taken, potential extra work items, approval actions required, coordination issues, and schedule impacts.

## General Proposal Requirements

**Mandatory Proposal Registry:** Any consulting firms desiring to be considered for selection shall first register their intent to submit no later than **4:00 p.m., April 4, 2014**.

Please provide the following by email: firm name, contact person, address, email address, and telephone number for one primary contact person representing the submitting firm or team. Please provide this information to the Deputy City Clerk at: [cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us) by the deadline stated above. Consultants are required to register their intent to submit so that they may receive any correspondence generated through the clarification process as well as any addenda.

**Pre-Proposal Meeting:** An optional pre-proposal meeting will be conducted at the site on **March 19, 2014 from 3:00 PM to 4:30 PM**. Please meet in the south parking lot on Stratford Court, opposite 8<sup>th</sup> Street, just south of the Winston School. (Please do not park in the School's parking lot at the corner of 9<sup>th</sup> and Stratford or wander the school grounds unescorted.) There will be no formal staff presentation, but staff will be in attendance to answer questions and to walk the site. The meeting will occur rain or shine. Proposers may also visit the park site at any time but are requested to NOT enter the Winston School campus or interfere with the community organizations' operations in the Community Building.

**Questions by Bidders:** All inquiries and/or requests for clarification of the RFP must be submitted in writing by email to Kathleen A. Garcia at: [kgarcia@delmar.ca.us](mailto:kgarcia@delmar.ca.us) . **No phone calls, please**. If questions are received, an addendum will be prepared with responses for distribution to registered respondents prior to the close of bidding. **All requests for clarification must be received no later than 4:00 p.m., April 4, 2014**. Requests received after this date will be discarded.

**Proposal:** Firms or individuals interested in submitting proposals for the Shores Park Master Plan shall submit five (5) complete, double-sided, copies of the proposal in a sealed envelope bearing the caption "Del Mar Shores Park Master Plan RFP 2014-03." Each proposal shall include a cover letter signed by an authorized representative of the consultant firm/team. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the consultant. Please limit proposal responses to no more than 25 pages (double-sided) including qualifications and any resumes.

**Please provide your Fee Proposal in a separate sealed envelope** (fee proposal does not count towards the 25-page limit total).

Sealed proposals shall be submitted and labeled as follows:

**City of Del Mar**

Re: Shores Park Master Plan RFP 2014-03  
1050 Camino Del Mar  
Del Mar, CA 92014

Sealed proposals may be submitted in person at the Administrative Services Department, or via US Mail, or express courier at the above address and must be received by **4:00 p.m. on Friday, April 11, 2014**. Submissions after this deadline will not be accepted.

The City retains sole discretion to evaluate proposals and make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of the agreements entered into.

The evaluation process shall include review of qualifications by a panel of City staff (RFP Team) assigned by the City Manager and any other person(s) designated by the City. The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from consultants. At the discretion of the RFP Team and the City, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

All quotes, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record.

Any changes to this RFP by the City will be sent to each consultant or individual who has registered for the RFP. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

Upon final selection of the consultant, the scope of service may be modified and refined during negotiations with the City.

### **Contract Requirements**

It is recognized that the formal basis of any agreement between the City and the consultant is a contract rather than a proposal. In submitting proposals, consultants must indicate that they are prepared to complete a contract containing all the information submitted in their proposal. The fee proposal will become part of the contract between the City and the successful consultant. A sample of the City's standard contract is attached as Attachment C.

## Proposal Contents

To be considered responsive, the proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Submission of individual resumes is optional, but encouraged, although alone will not be considered responsive to any specific questions. Please limit proposal response to no more than 25 total pages. Double sided printing is encouraged.

Please provide:

- 1) Statement of Understanding and Approach to the scope of work as generally identified in Attachment B, *Outline Scope of Work*.
- 2) Detailed Scope of Work: Please define the methods you will use to complete the work as well as the steps you will undertake, key milestones and project deliverables.
- 3) Description of the nature of you or your firm's practice and your qualifications for providing park master planning services for the City. Please provide three references for similar park master plans.
- 4) Identification of the key project personnel, their relevant qualifications and the anticipated time they will be spending on the project (the time allotted should be correlated with the submitted fee proposal).
- 5) Proposed Project Schedule to accomplish the proposed Scope of Work with milestones and deliverables clearly identified.
- 6) The proposed cost to complete the project with detail of costs broken down for each task. Provide a rate sheet for all staff identified for in the proposal to be in effect for the duration of the contract. (Provide one copy of the cost proposal/rate sheet in a separate, sealed envelope. It is not a part of the page limit.)

## Compensation and Reimbursement

Compensation for the scope of work defined in this Request for Proposal (RFP) will be based upon the percentage of work completed for services identified in the scope of work. All invoices shall be submitted for payment within 30 calendar days of end of month work period.

## Professional References

Please provide three (3) professional references for the individual/firm who will provide the services as outlined in this RFP. For each reference, please provide an address, an email address and work telephone number and at least a short description on the type of service provided.

## Additional Submission Information

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All costs incurred during proposal preparation or in any

way associated with the Consultant's preparations, submission, presentation, or oral interview shall be the sole responsibility of the Consultant.

If awarded a contract, the consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City.

### **Undue Influence**

The consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement of any work to be conducted as a result of the RFP. Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

During the period of time that the RFP is open, please do not contact City of Del Mar staff members outside of the process described in this RFP.

### **Evaluation and Selection Process**

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor, including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Late submissions will not be considered.

Proposals will be screened, and the top candidates will be selected for interviews. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully weigh:

- A. Project Understanding:
  - a. Familiarity with the project and the Del Mar community
  - b. Awareness of the City's needs
  - c. Creativity and vision
  - d. Comprehension of the Scope of Services necessary to complete the work
  
- B. Firm/Team Experience
  - a. Relevant park master planning experience and projects completed
  - b. Ability to generate creativity and consensus working with the community
  - c. Past performance on related assignments and references
  
- C. Project Team and Staffing Qualifications

- a. Experience, education, and background in undertaking similar park master plans
  - b. Commitment and level of involvement by firm's principals, project manager and senior staff
- D. Capabilities for Public Outreach and Consensus Building
- a. Capability of developing outreach and visioning programs
  - b. Methods for engaging public input and prioritizing community ideas
  - c. Demonstrated ability to prioritize competing desires and to reach community consensus
- E. Local Sensitivity
- a. Community, environmental, governmental and regulatory agency familiarity
  - b. Knowledge of the local area and local recreational patterns
- F. Financial Responsibility, Budgeting and Scheduling
- a. Outline of project schedule
  - b. Cost control techniques
  - c. On time/within budget record
  - d. Value to the City of Del Mar, based upon the fee proposal and proposed scope of work

Should the City elect to interview shortlisted firms, interviews would be scheduled at a time to be determined. Shortlisted firms may be asked to submit a sample park master plan as representation of work.

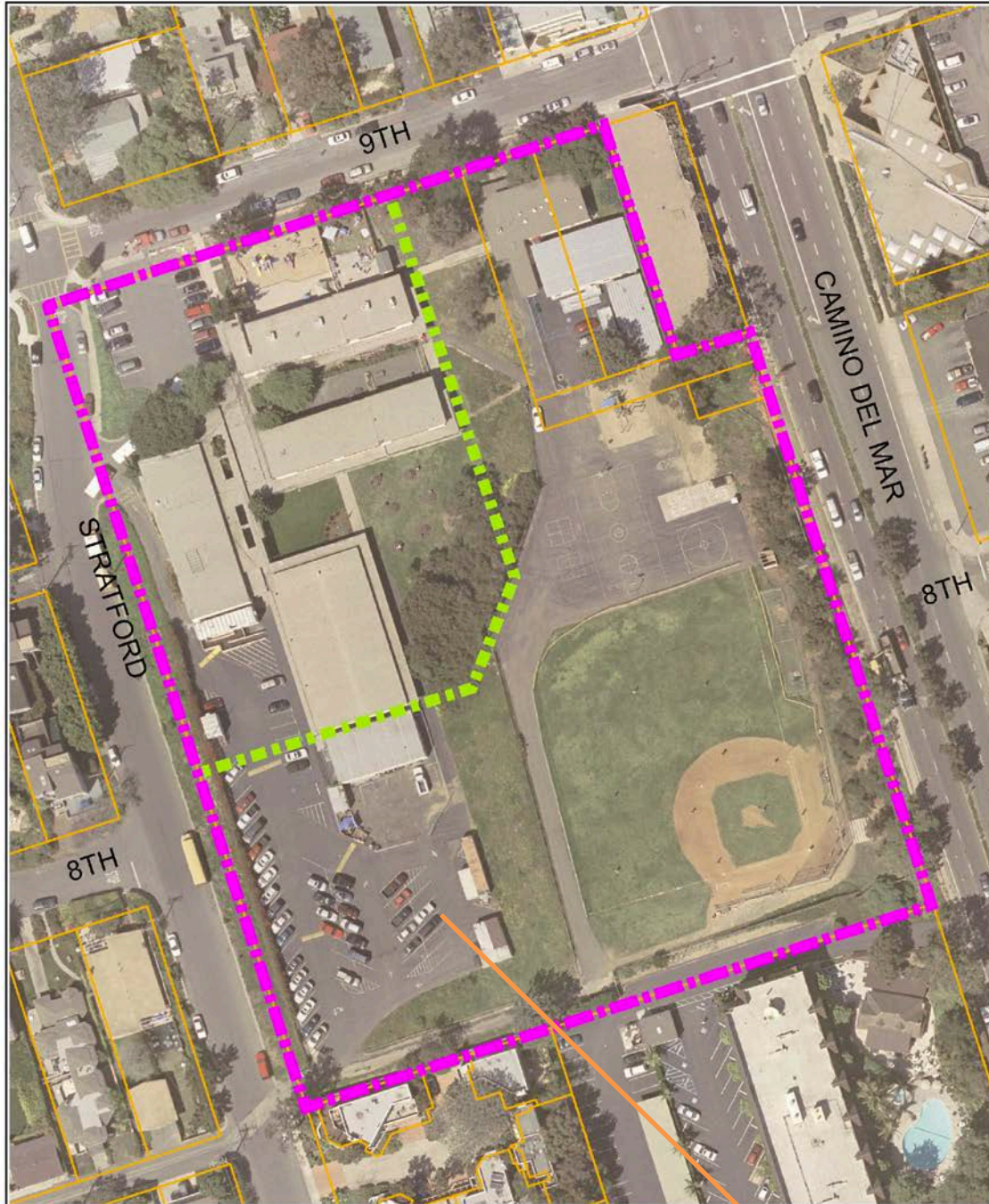
The outcomes of the selection panel will be brought to City Council for contract approval at a future City Council meeting.

**END**

Attachment A – Site Aerial Photo  
Attachment B – Outline Scope of Work  
Attachment C – Sample Contract

Attachment A: Site Aerial Photo

The Shores Property



0 50 100 200 Feet



Property Line  
Winston School Lease

Pre-proposal Meeting location

## Attachment B: Outline Scope of Work

### PHASE 1 – Inventory and Analysis, Needs and Program Assessment

#### **Project Initiation:**

- Determine Project Manager, staff, and key identified stakeholders
- formalize and outline the final Master Planning Process
- determine number and types of meetings,
- determine formats for Deliverables
- develop timeline for the public involvement, analysis, recommendations, and preparation of work products.

#### **Data Collection:**

Collect existing information on demographics, operational and capital budgets, local and national recreational trends, comparative analysis to communities of similar size and density regionally, and any other issues which are impacting Del Mar or the Shores Park. This information will be summarized, analyzed, and integrated into all recommendations and work products.

#### **Site Specific Base Data:**

Assemble a base map from available survey and/or aerial photographs. The base map will be a scaled plan graphic for use in developing and communicating the issues, alternatives, and recommendations for the park.

#### **Public Outreach Program:**

Establish and implement a program for community outreach to develop consensus

- **Program Development:** Determine Stakeholders, Community and Park Master Plan Committee meetings and a program for working with interested parties and the community at large. Consultant shall coordinate schedule dates/times and locations of meetings, announce the meetings to the public, stakeholders and representatives as appropriate, prepare materials and presentations for meetings, and provide minutes and action items following each meeting.
- **Community Wide Workshops:** Assume three (3) Community-Wide Workshops or other methods for community interaction and outreach.
- **Park Master Plan Committee Meetings:** Assume twelve (12) Master Plan Committee meetings.

- Boards & Commission Meetings: Assume three (3) meetings with Park & Recreation Committee; two (2) meetings with the Design Review Board and two (2) meetings with the Planning Commission.
- City Council: Assume three (3) meetings with the City Council.
- Stakeholder Meetings: Interview key stakeholders to understand their current or future use of the park:
  - i. Little League organizations, and/or other organized sports
  - ii. Dog owners
  - iii. Children's groups
  - iv. Winston School
  - v. Friends of Del Mar Parks
  - vi. Parks & Recreation Committee
  - vii. Del Mar Foundation
  - viii. Del Mar Community Connections
  - ix. Del Mar Historical Society
  - x. Other organized groups, i.e. Garden Club, Farmer's Market
  - xi. Public Works Department for maintenance
  - xii. Community Services Department for programming

### **Inspirational Sessions**

Using the outreach program, share various concepts, ideas and successful park plans to inspire the range of possibilities for the park.

### **Statistically-Valid Survey:**

Develop and implement a statistically-valid survey to elicit and prioritize community input from the community. The survey can be used both as a baseline for setting realistic and achievable goals, and as a tool to accurately determine the needs, desires, and willingness to pay.

### **Community Visioning Process:**

Using the outreach program, elicit community's vision(s) for the park and work with the community to prioritize diverse interests. Develop a conceptual program for potential uses desired at the park. Review with community.

### **Existing Facilities – Analysis and Assessment:**

Compile an inventory and assessment of the existing facilities, including any existing buildings and their potential for reuse.

### **Opportunities & Constraints Assessment**

Based on the inventory and analysis of the existing conditions, community and site, an assessment of the opportunities and constraints is conducted to summarize the potential for park facilities and activities.

### **Input and Analysis Community Review:**

Conduct stakeholder meetings and community outreach meetings per the appropriate work program determined. Conduct workshop with approval bodies, including Park and Recreation Committee and City Council.

### **Goals and Objectives:**

- Determine overall park goals and objectives
- Develop preliminary program elements for alternative testing

## **PHASE 2 – Program Development and Planning Alternatives**

### **Preliminary Program Development**

Developed a preliminary program for site activities from the input collected from the community visioning as well as the needs assessment and site assessment.

### **Park Planning Alternatives**

Develop Plan Alternatives that achieve the goals expressed in Phase 1 and test the preliminary program development.

### **Community Review of the Plan Alternatives**

- Discussion of the alternatives, priorities and recommendation of a preferred plan
- Summary of the community's input.
- Meetings with approval bodies, including Park and Recreation Committee, Planning Commission, Design Review Board and City Council.

### **Recommended Program and Preferred Concept Plan for Master Plan Development**

From community review of alternatives, identify the preferred program of activities and the preferred physical layout or distribution on the site.

## **PHASE 3 – Master Plan Development**

### **Program Refinement**

Refine program to match activities with desired distribution on the site.

**Master Plan Development:**

Develop plan graphics with text to describe the features and facilities. Provide illustrations of details and character to define the recommended features and facilities proposed for the park.

**Master Plan Community Meetings:**

Conduct discussions on the recommended plan to the community and collect comments. Plan refinement made based on community direction.

**Financial Analysis:**

Conduct an analysis of:

1. Funding and financing methods for capital improvements
2. Funding and finance methods for operations and programs, including program pricing methodology and any potential fees.

**Pricing and Cost Recovery**

Determine overall philosophy and methodology for pricing programs and evaluating cost recovery. Evaluate agency's current and potential methods for fair pricing that helps with increased cost recovery. Evaluate and identify potential sources of traditional and alternative funding for operational, capital, and maintenance costs, including identification of grant opportunities, donations, sponsorships and other resources that may eventually support the implementation of the objectives identified in the Master Plan.

- Cost projections and analysis related to cost recovery for operations, staffing and maintenance.
- Costs and revenues related to the capital funding available from fees, and recommendations for future fees.
- Traditional and alternative funding sources that can help augment the funding available to meet future needs as outlined in the plan.

**Master Plan Recommendations and Action Plan:**

The Master Plan Recommendations and Action Plan will:

- Collect, analyze, and synthesize demographic information for the community.
- Collect and analyze information on participation, needs and desires, operations, programming and land use trends, and recommendations.
- Develop design and recommendations for capital improvements.
- Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- Develop a phasing and implementation program.

- Provide a clear programming direction based on the standards and demand analysis.
- Develop a definitive program(s) for development of parkland, recreation facilities, open space, trails, and any necessary administrative and parks operations facilities for the next five, ten and twenty years.
- Develop a maintenance and operations analysis.
- Recommend policy changes to eliminate programming barriers and improve participation.

**Development of the Final Plans and Supporting Materials:**

- Written goals, plans, objectives, and policy statements that articulate a clear vision and a sustainable “road map” and model for the park’s future.
- Charts, graphics, maps, illustrations and other data as needed to support the plan and its presentation to the appropriate audiences.
- A Financial Plan
- An Action Plan
- Presentations as needed for the public and approvals

**Final Master Plan Community Meetings and Approvals:**

Meetings with approval bodies, including Park and Recreation Committee, Planning Commission, Design Review Board and City Council.

Conduct discussions on the recommended plan with the community and collect comments.

**Approvals Process**

Approval by City Council for acceptance.

**Attachment C: City’s Sample Consulting Contract**

**AGREEMENT BETWEEN THE CITY OF \_\_\_\_\_  
AND  
\_\_\_\_\_**

This Agreement ("Agreement"), made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF \_\_\_\_\_, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and \_\_\_\_\_, a California \_\_\_\_\_ ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into consultant agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of \_\_\_\_\_ services.

D. CONSULTANT has special knowledge, experience and facilities for accomplishing the above services.

E. CITY now desires to retain CONSULTANT to accomplish the above services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood

that CITY, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3 Monthly Written Reports. The \_\_\_\_\_ of CONSULTANT shall prepare and submit to the designated CITY representative a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the CITY. CONSULTANT shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY: \_\_\_\_\_  
Address: City of \_\_\_\_\_  
>address<  
>city<, CA >zip<  
Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_-\_\_\_\_

For CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
CONSULTANT: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_

3. TERM

3.1 The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_, 20\_\_\_\_.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

#### 4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the CITY as set forth in Section 1, the CITY agrees to pay CONSULTANT the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the CITY, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and CITY, CONSULTANT shall perform the Additional Services and CITY will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with CITY's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

#### 5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents and representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft,

classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

## 6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the CITY from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement,

whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss.

6.1.4 Commercial Automobile Liability. For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$500,000 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are no less than "A" and "VII" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Del Mar and its respective officers and employees are additional insured under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

## 7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONSULTANT shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

## 8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONSULTANT shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise CITY of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

## 9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

## 10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing CITY to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and

terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

#### 11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

#### 12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered to the City Manager, upon his request, as property of CITY.

#### 13. DEFENSE AND INDEMNIFICATION

13.1 CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance under this Agreement or any negligent or wrongful act or omission by CONSULTANT, its officers, employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if

CONSULTANT provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

14. CONFLICT OF INTEREST

14.1 CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.2 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to CITY any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than CITY as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.3 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.4 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

CONSULTANT acknowledges that he/she has read Section 14. Conflict of Interest, and may have \_\_\_ or does not have \_\_\_ a potential conflict of interest, and will \_\_\_ or will not \_\_\_ need to file a Statement of Economic Interest Form 700. If CONSULTANT is required to file a Statement of Economic Interest, a Form 700 shall accompany this executed Contract.

\_\_\_\_\_  
\_\_\_\_\_  
Consultant's Initial  
City of Del Mar Initial

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for

money due or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive CITY's rights or CONSULTANT's rights

contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF \_\_\_\_\_

\_\_\_\_\_  
xxxxxxxxxxxxx, City Manager

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Name/title of signatory [please print]

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
xxxxxxxxxxxxx, City Clerk

\_\_\_\_\_  
Name/title of signatory [if necessary]

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
xxxxxxxxxxxxx, City Attorney

**EXHIBIT A**  
**Scope of Services**

SAMPLE

# SHORES PARK

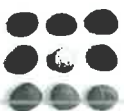
## THE CITY OF DEL MAR

# DISCOVER IMAGINE CREATE

CONSULTANT SERVICES FOR THE PREPARATION OF  
THE SHORES PARK MASTER PLAN

SUBMITTED BY:  
Schmidt Design Group, Inc.  
2655 Fourth Ave.  
San Diego, CA 92103  
(619) 236-1462  
[www.schmidt-design.com](http://www.schmidt-design.com)  
[info@schmidt-design.com](mailto:info@schmidt-design.com)

SUBMITTED TO:  
Kathleen A. Garcia  
Planning and Community  
Development Director  
City of Del Mar  
1050 Camino Del Mar  
Del Mar, CA 92014



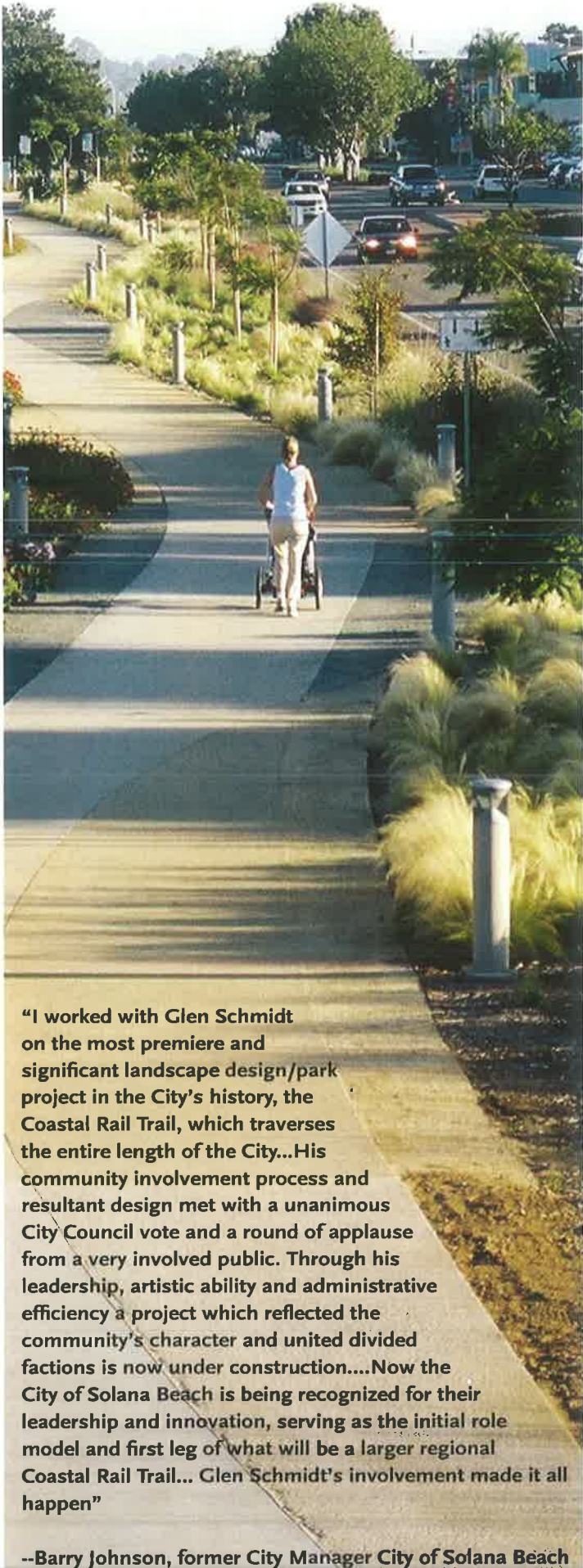


**“Our goal from the beginning has been to create a marquee amenity that will serve**

**Civita residents and the entire Mission Valley community,”**

**said Marco A. Sessa, Senior Vice President of Sudberry Properties.**

**“Glen Schmidt’s design is everything we envisioned and more.”**



# TABLE OF CONTENTS

LETTER OF INTEREST 2

FIRM INTRODUCTION 3

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STATEMENT OF UNDERSTANDING 4

DETAILED SCOPE OF WORK 6

NATURE OF PRACTICE & QUALIFICATIONS 14

PROJECT TEAM & AVAILABILITY 19

PROPOSED PROJECT SCHEDULE 23

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*\*FEE PROPOSAL - SEPARATE DOCUMENT*

**“I worked with Glen Schmidt on the most premiere and significant landscape design/park project in the City’s history, the Coastal Rail Trail, which traverses the entire length of the City...His community involvement process and resultant design met with a unanimous City Council vote and a round of applause from a very involved public. Through his leadership, artistic ability and administrative efficiency a project which reflected the community’s character and united divided factions is now under construction....Now the City of Solana Beach is being recognized for their leadership and innovation, serving as the initial role model and first leg of what will be a larger regional Coastal Rail Trail... Glen Schmidt’s involvement made it all happen”**

**--Barry Johnson, former City Manager City of Solana Beach**



April 11, 2014

Kathleen A. Garcia  
Planning and Community Development Director  
City of Del Mar  
1050 Camino Del Mar  
Del Mar, CA 92014

RE: Del Mar Shores Master Plan RFP 2014-03

Dear Mrs. Garcia and Selection Committee:

Already a cherished open space, a new vision for Shores Park represents a historic opportunity for the City of Del Mar to create a focal point of civic pride, recreational opportunities, and a place for neighbors, young and old, to come together to engage and play. The following is our enthusiastic expression of interest to work together with City staff and the community to create a world class vision for this public open space.

Since our inception in 1983, the Schmidt Design Group, Inc. has been creating signature spaces that reflect the character and culture of the communities in which we work, including more than 200 public park facilities throughout the Western United States. We have been recognized with more than 100 local, state, and national awards for design excellence that includes 10 local Orchid Awards. The spaces we have created are cherished by the communities in which we have worked including local examples such as Cottonwood Creek Park in Encinitas, the Solana Beach Coastal Rail Trail, and Pine Avenue Park in Carlsbad. This legacy of excellence has continued with projects soon to be constructed such as Horton Plaza Park in Downtown San Diego, the iconic Children's Park also in Downtown San Diego, and the County Administration Waterfront Park on Harbor Drive in San Diego which will open on May 10th of this year.

We bring over 31 years of proven experience in public park design of the highest caliber. But the vision for Del Mar Shores Park will certainly not be ours alone. We look forward to an inclusive, participatory, and carefully crafted civic engagement process that will allow us to join interested community members in coming to a collective vision for the park. Leading community workshops and encouraging participation from the residents and stakeholders has been a critical component of nearly all of our public realm efforts. We have successfully led the planning and design of hundreds of public projects built in culturally rich communities, taking a diversity of opinion into consideration and synthesizing the feedback into a series of clear and actionable recommendations. Also, our experience as the landscape architect for the Del Mar Gardens, approved by the citizens of Del Mar, was helpful in giving us an understanding of the passion and high level of engagement that is expected from the citizens of Del Mar. We look forward to thorough and successful process that will culminate in a vision for Del Mar Shore Park that will bring a unanimous approval from City Council followed by community accolades and widespread enthusiasm to realize our mutual dream.

We look forward to this exciting opportunity. We are prepared to complete a contract containing all of the information in the submittal that follows.

Sincerely,

Glen Schmidt, FASLA  
President (authorized to negotiate with the City and sign contracts on behalf of the corporation)  
2655 Fourth Avenue, San Diego, CA 92103  
619.236.1462 | [gschmidt@schmidt-design.com](mailto:gschmidt@schmidt-design.com)

## FIRM INTRODUCTION

**Schmidt Design Group, Inc.** provides comprehensive landscape architecture and planning services. We are a client-centered, service-oriented design firm dedicated to creating signature spaces that reflect the character and vision of the communities in which we work.

Founded in 1983 by landscape architect and planner Glen Schmidt, FASLA, Schmidt Design Group, Inc. has received more than 100 local, state, national, and international awards for design and technical excellence.

Headquartered in San Diego, our robust and talented staff of 19 employees, includes six licensed landscape architects with registrations in California, Arizona, Nevada, and Utah, three LEED accredited professionals, a certified arborist, a certified playground inspector, and a certified landscape irrigation auditor.

Schmidt Design Group, Inc. believes the team's qualifications are best demonstrated through the depth of our project experience. Our firm has successfully created more than 200 public places and projects for more than 60 municipalities within California.

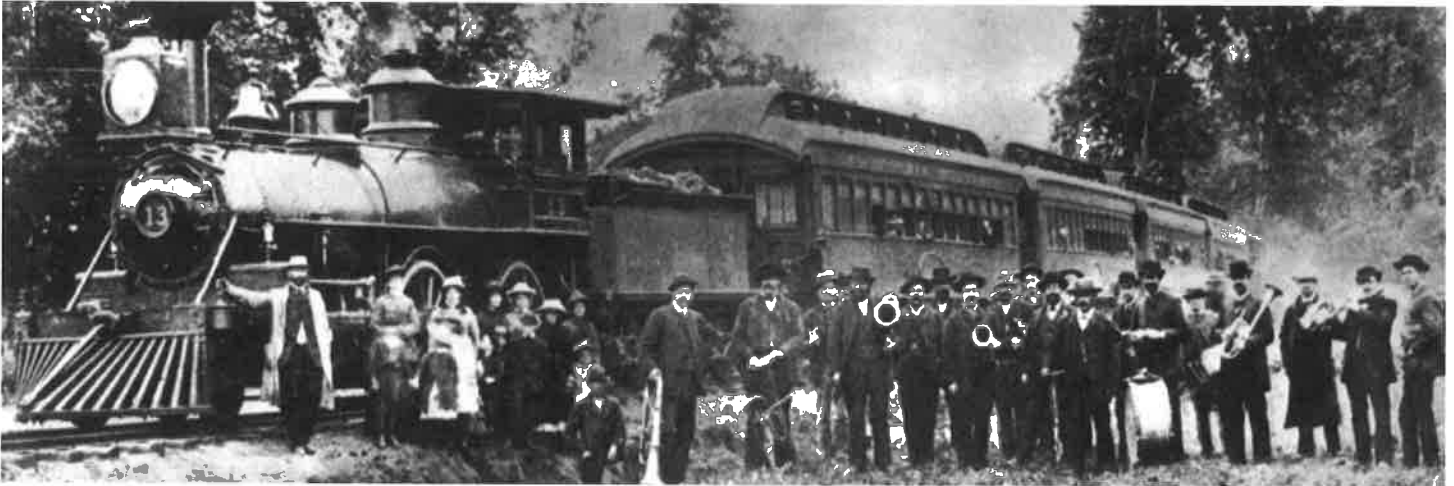
Glen Schmidt, FASLA, Founder and President, will act as Principal in Charge for this effort. Mr. Schmidt brings to the project more than 37 years of experience including the design of approximately 1,300 projects, many of those being park and open space environments. He is honored to have an unblemished record of obtaining community consensus through public facilitation. His passion for blending creative design solutions grounded in sustainable practices is the driving force of our firm. In 2005, Mr. Schmidt was inducted as a Fellow in the National American Society of Landscape Architects for his "Significant works of Landscape Architecture".

Jeffrey T. (JT) Barr, RLA will act as Project Director and will be the day-to-day point of contact for all project communication. Mr. Barr's 12-year career has focused on large-scale public realm projects, with an emphasis on open space planning and design.

Our expertise is supported by a sincere commitment from our team leaders and sub-consultants to exceed the City of Del Mar's expectations.



Briercrest Park, La Mesa, CA



Dating back to the 18th century with the original Train Station, the Shores Park site has been an integral part of the City's public realm fabric. The site continues to serve the community with activities for the Winston School, Del Mar Community Connections, Del Mar Foundation, active Little League games, passive recreation activities, as well as intermittent use as a dog park. Considering the site constraints and configuration, the park serves the community admirably. But the potential of the site, and how it serves the community, has only scratched the surface. We are inspired by the City's ambition to create a progressive vision for this important public space. The final Master Plan for Shores Park should result in a world class space that captures the spirit of Del Mar; one inspired by the people and created for the people.

The City of Del Mar possesses a combination of attributes that make it a truly special place. The City's idyllic climate reinforces the importance of offering residents with a diverse range of opportunities to recreate and play. Current and future demographics will influence the programmatic structure of the park. It will be essential that the master plan address the recreational needs of the aging population and the young families that call Del Mar home. The City's socioeconomic composition offers opportunities for strategic fundraising to support in making the vision of Shores Park a reality. Del Mar residents are incredibly passionate about their community. As such, we have developed a community engagement approach that will maximize the knowledge, commitment, and input from the community. This process will result in a master plan that is a genuine reflection of the community and their collective vision.

There have been numerous ideas considered for improvements to Del Mar Shores Park from unstructured recreational open space, to a dog park, sports facilities, theater and performing arts venue, community center, art center, community gardens, swimming pools, and more. With such a diversity of interests and long term discussions within the community, it is important for the selected consultant team to have the experience, personality, and thoughtfully crafted process to lead and achieve community consensus. The Schmidt Design Group, Inc. team offers significant design expertise and the unique ability to work with communities and lead a process that results in both visionary designs and embraced consensus. We are sensitive to each community's wishes, dreams and desires, and we LISTEN. Throughout the development of the Shores Park Master Plan, carefully listening will be a significant part of our focus.

The detailed scope of work more clearly outlines our approach, but the following are a few highlights. After our initial kick off meeting with City staff, but before we begin any part of our services, we will first meet with the Shores Park Master Plan Committee to introduce the consultant team and establish the foundation for this important partnership. It is critical to solidify this relationship quickly and invite them to be an integral part of the process from start to finish. Early efforts will include engaging True North Research, a highly experienced public research firm, to conduct in-person, online, and phone interviews with Del Mar residents. Their work will result in a detailed and statistically defensible report on demographics, recreational needs and desires for the community. These results will provide invaluable information to the master

## STATEMENT OF UNDERSTANDING

plan team and support the consensus-building effort. We will sit down with over a dozen stakeholders one-on-one early in the process. This allows citizens with special interests to express their thoughts, concerns, and desires directly to us. We hope to build personal relationships with the constituents and truly understand stakeholder interests outside of the public meeting process. Anticipated stakeholders include the Winston School, dog owners, Little League, Del Mar Foundation, Del Mar Community Connections, Historic Society, City staff, and others as outlined in the detailed scope of services.

We will meet with the greater Del Mar community very early in the master planning process and we propose that the first workshop take place on site. We will lead the attendees in a stimulating series of exercises to explore the site and take inventory of what they find. We are excited by the prospect of being enlightened by their passion, knowledge, and understanding of the site and we hope to enhance their understanding as we share our findings. With a proven track record of leading take part exercises, we will invite them to brainstorm with us about the possibilities of the site. This is where every idea is embraced and every inspiration is documented. We will work through exercises that will help attendees speak freely and participate in hands-on exercises allowing them articulate their vision for the site.

We anticipate that a diverse range of ideas will be discussed. The community will undoubtedly have strong opinions for the future of the site. We will seek to build upon the community vision and introduce concepts that enhance that vision. One of these concepts may include the introduction of a subterranean parking structure that resides under the park. The significant elevation change on the site, limited acreage, and valuable land may justify a subsurface parking structure which would significantly enhance the park acreage and park program opportunities. This notion embraces the elevation change on the site and utilizes it as a design opportunity rather than a constraint.

We will ask the community questions in an effort to expand their creative investment in the process. Should a new signature structure be considered to create a community anchor and indoor/outdoor community performance space? Should vehicular access occur from 9th Street to avoid the current uncomfortable vehicular/pedestrian

conflicts on the site? How can park planning efforts be blended with long range plans for the Winston School site? Should the pedestrian experience along Camino Del Mar be enhanced and widened to offer overlook opportunities into the park and blend the interface between the street and the park? These are the kinds of exciting discussions we look forward to having with the community as we continually listen and engage.

We will continue our interactive process with the community during the second workshop. Here we will separate the participants into smaller groups and ask them to collectively arrange the park program. This exercise will reinforce the community's sense of ownership in the outcome of the master plan. With a variety of ideas from the community at large, we will continue to engage the Master Plan Committee to collectively narrow the park alternatives into a preferred master plan.

A detailed exploration of financial strategies will occur concurrently with the development of the park master plan. Our financial consultant, NBS, will be conducting analysis of City financing and funding options, private/public partnerships, assessment options, and funding and finance methods for operations and programs. Their work will help to inform and inspire our solutions.

This integrated community engagement and master plan process will result in a signature space that authentically reflects the history, character, and people of Del Mar. The plan will be reinforced by fiscal strategies that ensure the sustainable, long-term success of Shores Park.

**“Prepared in collaboration with community groups, the Escondido Creek Trail will offer residents and visitors an opportunity to blend recreation, environmental education and transportation into a revitalized venue. Schmidt Design Group has presented a design plan that inspires community engagement and offers higher quality of life.”**

**Olga Diaz, Escondido City Council  
Escondido Creek Trail Master Plan Project**

**DISCOVER**

The initial effort in the development of the Shores Park Master Plan includes an intensive exploration of the site, community, stakeholders, and data. Through this process we will discover the opportunities and constraints of the site and the community's vision for the park.

**IMAGINE**

Armed with the data and feedback necessary to start the design process, the second phase will offer our team the opportunity to imagine what this park might become. This includes the development of a series of program and master plan alternatives and associated cost estimates. This phase will establish the foundation for the preferred master plan.

**CREATE**

The final phase of the master plan process will focus on the development and refinement of the preferred master plan. We will create a compelling and authentic vision for Shores Park. Fiscal strategies will also be developed to guide the implementation and long term management of the facility. This phase will culminate in the approval of the master plan book and action plan by the City's various committees and boards, including City Council.



Briercrest Park, La Mesa, CA

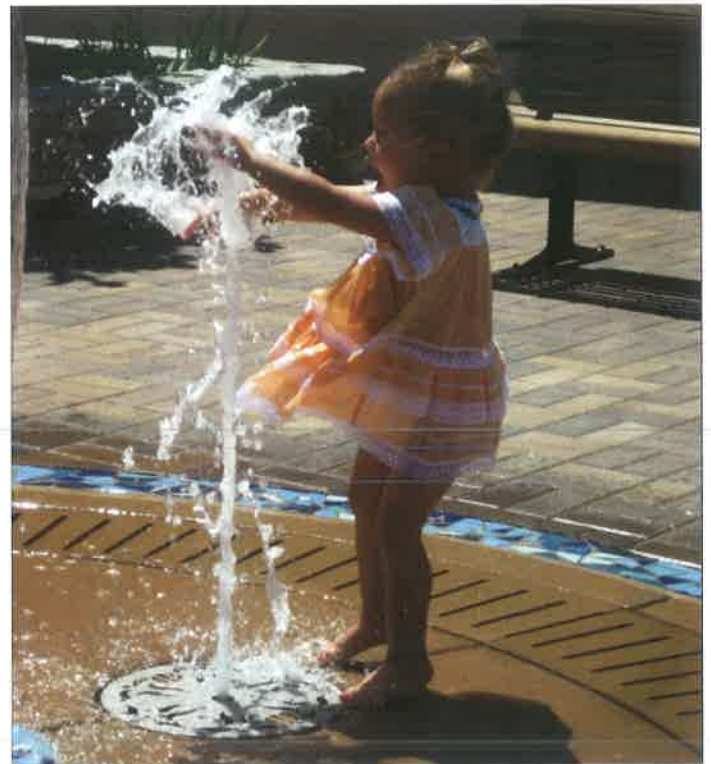
# DISCOVER

1. **CITY KICK-OFF MEETING:** The design team will hold a kick-off meeting with City staff and key members from various City departments to further define the goals and objectives for the project. The proposed project schedule will be evaluated and refined based on City staff feedback. The overall community engagement strategy, including identification of stakeholders and survey methodologies, will be evaluated and confirmed. We will verify the strategy for the successful delivery of the park master plan with City staff. Protocol for team communication will be outlined to ensure efficient channels of communication are employed throughout the duration of the project.

2. **ADVISORY COMMITTEE INTRODUCTION MEETING:** The design team will meet with the Shores Park Master Plan Advisory Committee (SPMPAC) to introduce the consultant team, discuss the community engagement strategy and stakeholders, master plan delivery strategy, and project schedule. Protocol for communication with the Advisory Committee will be outlined to ensure efficient channels of communication throughout the duration of the project.

3. **DOCUMENTATION REVIEW & DATA COLLECTION:** We will review all available reference materials and City requirements including the City's Community Plan, Local Coastal Plan, and Landscape Ordinance among others. Village demographics will be evaluated as it relates to potential programming. The team will study the operating budgets and park facilities of comparable cities throughout Southern California. This information will be synthesized in memorandum format and delivered to the City.

4. **SITE INVENTORY & ANALYSIS:** This analysis will consist of a graphic illustration superimposed on the aerial and topographic survey. The site analysis will define opportunities and constraints based on the composition of the site. Key features including unique site topography, sensitive tree species, surrounding context, coastal climatic influences, pedestrian and vehicular circulation patterns, existing vegetation, circulation, and view corridors. This document will inform the preparation of the master plan alternatives and be discussed during community meetings.



*Maple Street Pedestrian Plaza, Escondido, CA*

5. **EXISTING FACILITIES ANALYSIS:** The Team will evaluate the existing facilities within the park including the Del Mar Community building. The building's general condition, square footage, and functionality will be evaluated. This evaluation will inform the existing buildings role in future programming opportunities identified in the master plan.

6. **COMMUNITY SURVEY:** The team's community survey specialists, True North Research, will conduct a robust survey to profile community needs, priorities, and satisfaction as they relate to Shores Park. This survey will include the following solicitation methodologies:

- a. Web-based questionnaires
- b. CATI (Computer Assisted Telephone Interviewing)
- c. Voter recruitment via mail and targeted phone calls

The resulting data will be processed, which includes conducting validity checks, cleaning, recoding, coding any open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'. The data will then be analyzed and the survey results will be delivered via a thorough report on the findings, including a detailed question-by-

question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of cross tabulations showing how the answers varied by subgroups of respondents. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.

7. **STAKEHOLDER INTERVIEWS:** Stakeholder interviews will be held with the various vested parties. Potential stakeholder groups include the following:

- a. Little League
- b. Dog owners
- c. Children's groups
- d. Winston School
- e. Friends of Del Mar Parks
- f. Parks & Recreation Committee
- g. Del Mar Foundation
- h. Del Mar Community Connections
- i. Del Mar Historical Society
- j. Public Works Department
- k. Community Services Department
- l. Garden Club
- m. Farmer's Market constituents
- n. Others as identified through the process

The results of these stakeholder meetings will be synthesized in memorandum format and delivered to the City. This will provide an additional layer of valuable



Mount San Miguel Park, Chula Vista, CA

feedback to support the park programming development and master plan alternatives.

8. **COMMUNITY WORKSHOP ONE:** The first community workshop will be held on site to facilitate a dialogue of the site and it's potential. The team will walk the site with the community members. This will be followed by a discussion of the community's perception of issues, opportunities, and constraints. Through an interactive dialogue, the community will be asked to help craft the project's vision statement and guiding principles. Finally, the community will be asked to provide input regarding potential program elements and to describe their ideal park. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of "what we heard" will be prepared and provided to City staff following the workshop.

9. **DATA AND COMMUNITY SYNTHESIS:** The team will synthesize all of the data and feedback received to date in memorandum form. This will include the following:

- a. Survey Findings Report
- b. Stakeholder Interviews and Workshop Summary
- c. Preliminary Master Plan Vision Statement and Guiding Principles
- d. Preliminary Program and Needs Assessment

10. **CASE STUDY EXPLORATION:** The team will research successful master plans and park spaces from around the world and collect imagery, size, program, and capital cost data. These are intended to offer inspiration and stimulate the discussion as it relates to the Shores Park Master Plan.

11. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SPMPAC to present the data and community input received to date. This meeting will include a presentation of selected case study projects and their relationship to this effort. Feedback received will be recorded and integrated into future master planning efforts.

12. **PARK & RECREATION COMMITTEE MEETING:** The design team will meet with the Park & Recreation Committee (P&RC) to present the data and community input received to date. This meeting will include a presentation of the selected case study projects and their relationship to this effort. A summary of the feedback received from the SPMPAC will also be presented. Feedback received will be recorded and integrated into future master planning effort.

13. **CITY COUNCIL PRESENTATION:** The design team will present the data and community input received to date to City Council. This meeting will include a presentation of selected case study projects and their relationship to this effort. A summary of the feedback received from SPMPAC and P&RC will also be presented. Feedback received will be recorded and integrated into the future master planning efforts.

14. **COMMUNITY WORKSHOP TWO:** This workshop will start with a summary of the first workshop, findings of the data collection, and discussions with the Committees. The project case studies will be presented to stimulate conversation. This will be followed by a discussion of potential park programming and supported by a prioritization exercise. The workshop will then separate into smaller groups and the community will be asked to “design the park” by organizing various program elements using templates, string, blocks, markers and various supplies. Each group will then have an opportunity to present their ideas for the park. The meeting will end with a summary of the programming exercise and identification of next steps. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of “what we heard” will be prepared and provided to City staff following the workshop.

15. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SPMPAC to present the community input received from the second community workshop. Feedback received will be recorded and integrated into the future master planning efforts.

**ANTICIPATED DELIVERABLES**

The following deliverables will be prepared and delivered to City staff throughout the first phase of the master plan effort.

- a. Monthly Status Reports
- b. Documentation & Data Collection Memorandum
- c. Site Inventory & Analysis
- d. Existing Facilities Analysis Memorandum
- e. Community Survey Findings Report
- f. Stakeholder Synthesis Memorandum
- g. Workshop One & Two Summary Memorandums
- h. Preliminary Master Plan Vision Statement and Guiding Principles
- i. Preliminary Program and Needs Assessment Memorandum

The City will be provided with one (1) full size copy and PDF versions of all project deliverables.



*Briercrest Park, La Mesa, CA*

# IMAGINE

1. **REFINED PARK PROGRAM:** The potential park program elements will be defined based upon the robust feedback received from the community, City staff, community survey, the Advisory Committee, Park & Recreation Committee, and City Council. This program list is not intended to be implemented within a single master plan as this will allow for the master plan alternatives to reflect differing program types and compositions.

2. **MASTER PLAN ALTERNATIVES:** The team will develop a series of three (3) master plan alternatives that reflect the community’s vision and the program elements as identified above. Each alternative will depict a potential program arrangement and preliminary grading strategies. The alternatives will be illustrative in nature; color rendered, and contain a brief design statement.

3. **PRECEDENCE BOARDS:** Precedence image boards will be prepared for each alternative. The boards will contain design, program, and material imagery to further reinforce the vision of each master plan alternative.

4. **SIMULATIONS:** Two to four visual simulations will be prepared for each master plan alternative. These graphics are an invaluable tool to depict the alternatives from a variety of angles and clearly illustrate the composition and character of the spaces being proposed.



*Civita Central Park, San Diego, CA*

5. **ROUGH ORDER OF MAGNITUDE:** Each alternative will be complemented by a preliminary cost estimate. The estimate will associate costs to the proposed improvements and take into consideration future construction and material cost escalations.

6. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SPMPAC to present the refined park program, master plan alternatives, cost estimates, and associated support graphics. Feedback received will be recorded and integrated into future master planning effort.

7. **COMMUNITY WORKSHOP THREE:** The workshop will start with a summary of the master planning process to-date. The refined park program will be presented to support the discussion of the master plan alternatives. This will be followed by a presentation of each alternative and its supporting precedence imagery and visual simulations. The community will then have an opportunity to share their feedback on each of the alternatives. The workshop will then open to a discussion of a preferred program and alternative. This may be a single alternative or a combination of elements from each of the alternatives. The meeting will end with a consensus of the preferred direction for

the park master plan. The community will be informed of next steps and additional opportunities to provide input at future public hearings. The feedback received will be recorded in real time on flip charts. Comments slips will also be provided for those less likely to speak in a public forum. A narrative summary of “what we heard” will be prepared and provided to City staff following the workshop.

8. **PREFERRED MASTER PLAN STATEMENT:** The design team will prepare a narrative statement that reflects the community’s vision for a preferred master plan. This statement will include a discussion of the park program, park theme or brand, and park character/aesthetic. This statement will be presented and “tested” with the various City committees prior to the development of the final park master plan. The design statement will be updated as each committee has an opportunity to provide input as defined below.

9. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SPMPAC to present the findings of the third community workshop, including the community’s preferred park program and preferred master plan statement. Feedback received will be recorded and integrated into the preferred master plan.

10. **PARK & RECREATION COMMITTEE MEETING:** The design team will meet with the Park & Recreation Committee (P&RC) to present the preferred park program and master plan alternatives, including the preferred master plan statement. A summary of the feedback received from the SPMPAC will also be presented. Feedback received will be recorded and integrated into the preferred master plan.

11. **PLANNING COMMISSION PRESENTATION:** The design team will present the process to date to the Planning Commission. This will include a discussion of the data collection efforts, community workshops, preferred program, and master plan alternatives. A summary of the feedback received from the SPMPAC and P&RC will also be presented. Feedback received will be recorded and integrated into the preferred master plan.

12. **CITY COUNCIL PRESENTATION:** The design team will present the preferred park program and master plan alternatives, including the preferred master plan statement to City Council. A summary of the feedback received from the SPMPAC, P&RC, and Planning Commission will also be presented. Feedback received will be recorded and integrated into the preferred master plan.

**ANTICIPATED DELIVERABLES**

The following deliverables will be prepared and delivered to City staff throughout the second phase of the master plan effort.

- a. Refined Park Program List
- b. Three (3) Master Plan Alternatives
- c. Precedence Imagery Boards
- d. Simulations
- e. Rough Order of Magnitude Costs
- f. Workshop Three Summary Memorandum
- g. Preferred Master Plan Statement

The City will be provided with one (1) full size copy and PDF versions of all project deliverables.



*Stylus Park, Chula Vista, CA*

# CREATE

1. **PREFERRED MASTER PLAN:** The preferred master plan will illustrate the refined arrangement of proposed park program elements and master plan grading strategies. Proposed site furnishings, light standards, and materials will also be identified. A master plan palette will be developed and include recommendations for plant sizes and spacing. The plan will be illustrative in nature; color rendered, and contain the final design statement. A building floor plan (1 floor plan), illustrative elevations (4 elevations total), and illustrative rendering (1 rendering) will be developed if a new structure is proposed in the master plan.
2. **PRECEDENCE BOARDS:** Precedence image boards will be prepared for the preferred master plan. The boards will contain design, program, and material imagery which will further reinforce the vision of the master plan.
3. **SIMULATIONS:** Six (6) visual simulations will be prepared for the preferred master plan. These graphic are an invaluable tool to depict the alternatives from a variety of angles and clearly illustrate the composition and character of the spaces being proposed. The simulations will be in a high resolution format and suitable for use by the City in press releases and promotional materials.

4. **ROUGH ORDER OF MAGNITUDE:** The preferred master plan will be complemented by a detailed rough order of magnitude cost estimate. The estimate will associate costs to the proposed improvements and take into consideration a future construction and material cost escalations.
5. **FINANCIAL ANALYSIS & COST RECOVERY:** NBS will review the budgets prepared by the City for the projected costs of improvements, maintenance, and services of any proposed SFD. Cost categories may include, but not be limited to, all operating, maintenance, and servicing costs, capital improvements, incidental costs, operating reserves, capital improvement reserves, equipment/material replacement reserves and program and management actions.

NBS will prepare a Fee Schedule encompassing all fees for programs related to the Shores Park Master Plan, updated to reflect currently justified full costs of service, currently recommended cost recovery levels, and any recommended or desired restructuring of fees to improve administration or applicability of fees.

NBS will research and analyze available and relevant SFD mechanisms, including special assessment and special tax measures.

NBS will establish a parcel database for the proposed SFDs with assessor parcels as shown on the most recent available County Assessor secured roll data and maps. The database will include land divisions, ownership and mailing information, and parcel information relevant to the spread of the assessments.

NBS will prepare a report summarizing the findings and recommendations for various financing mechanisms that can support capital improvements as well as operational and maintenance items. The main goal of the report is to provide staff with an understanding of the financing tools that are available to them and requirements to implement those tools. The report will also provide:

- Overview of Fees, Grants, Donation and Sponsorship options available to the City
- Overview of the SFD options available to the City
- Demonstration of criteria used to evaluate options
- Discussion of next steps for recommended options
- Timeline for completion for each of the financing mechanisms

7. PHASING STRATEGY: The team will develop a phasing strategy for the park improvements based on the City and Community's prioritization of the park program, results of the rough order of magnitude estimate, anticipated operational costs, and potential funding opportunities. A plan graphic will be developed to illustrate the park's various phases.



Cottonwood Creek Park, Encinitas, CA

8. ADVISORY COMMITTEE MEETING: The design team will meet with the SPMPAC to present the preferred master plan and associated support graphics. The rough order of magnitude will be discussed as it relates to the master plan. The financial analysis and cost recovery findings will also be presented. Finally, the proposed park phasing strategy will be presented for discussion. Feedback received will be recorded and integrated into the final master plan report.

9. DESIGN REVIEW BOARD PRESENTATION: The design team will present the preferred master plan and associated support graphics to the Design Review Board. The master plan and proposed materials, treatments, and finishes will be presented for discussion. Feedback received will be recorded and integrated into the final master plan report.

10. ADVISORY COMMITTEE MEETING: The design team will return to the SPMPAC to discuss the comments and recommendations of the Design Review Board. Any final recommendations will be integrated into the final master plan report.

11. MASTER PLAN REFINEMENTS: The preferred master plan and associated graphics, cost estimates, and imagery will be refined based on the feedback received from the SPMPAC and Design Review Board. This refined plan represents the foundation from which the final master plan book will be prepared.

12. PREPARE FINAL MASTER PLAN BOOK: The final deliverable for the Shores Park Master Plan will consist of an illustrative 11x17 book. This document will articulate the robust community engagement process, illustrate the vision of the master plan, and identify actionable steps to make Shores Park a reality. The following is a preliminary table of contents for the master plan book:

- a. Introduction
- b. Goals & Objectives
- c. Community Demographics and Preferences Survey
- d. Outreach Process (including documentation of feedback at each phase)
- e. Master Plan Alternatives Discussion
- f. Preferred Master Plan
- g. Preferred Master Plan Rough Order of Magnitude
- h. Financing Strategies and Cost Recovery
- i. Phasing and Action Plan
- j. Summary

13. **DESIGN REVIEW BOARD PRESENTATION:** The design team will present the final master plan document to the Design Review Board. The master plan and proposed materials, treatments, and finishes will be presented for discussion and approval.

14. **ADVISORY COMMITTEE MEETING:** The design team will meet with the SPMPAC to present the final master plan document. The final recommendations of the Design Review Board will also be discussed and evaluated for inclusion in the master plan.

15. **FINAL REFINEMENTS:** The team will make final refinements to the master plan document based on the comments from City staff, Design Review Board, and SPMPAC.

16. **PARK & RECREATION COMMITTEE MEETING:** The design team will meet with the Park & Recreation Committee (P&RC) to present the final master plan document for approval.

17. **PLANNING COMMISSION PRESENTATION:** The design team will present the final master plan document to the Planning Commission for approval.

18. **CITY COUNCIL PRESENTATION:** The design team will present the final master plan document to City Council for adoption.

\*NOTE: This scope of work specifically identifies seven (7) meetings with the Shores Park Master Plan Advisory Committee. An additional five (5) meetings are anticipated and will be held as necessary throughout the master planning process to satisfy the RFP request for twelve (12) total meetings.

**ANTICIPATED DELIVERABLES**

The following deliverables will be prepared and delivered to City staff throughout the final phase of the master plan effort.

- a. Preferred Master Plan
- b. Precedence Imagery Boards
- c. Simulations
- d. Rough Order of Magnitude Cost
- e. Financial Analysis Report
- f. Pricing & Cost Recovery Report
- g. Phasing Strategy
- h. Final Master Plan Book

The City will be provided with one (1) full size copy and PDF versions of all project deliverables.



## NATURE OF PRACTICE AND QUALIFICATIONS

Schmidt Design Group, Inc. provides comprehensive **landscape architecture and planning services**. We are a client-centered, service-oriented design firm dedicated to creating signature spaces that reflect the character and vision of the communities in which we work.

Founded in 1983 by landscape architect and planner Glen Schmidt, FASLA, Schmidt Design Group, Inc. has received more than 100 local, state, national, and international awards for design and technical excellence. Headquartered in San Diego, Schmidt Design Group, Inc. also has a branch location in Sacramento. Our robust and talented staff includes 19 employees, including six licensed landscape architects with registrations in California, Arizona, Nevada, and Utah, three LEED accredited professionals, a certified arborist, a certified playground inspector, and a certified landscape irrigation auditor.

### PUBLIC AGENCY COLLABORATION

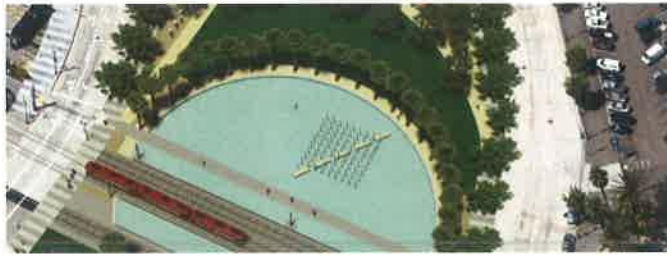
For more than 31 years, our firm has provided innovative design solutions and community facilitation for over 60 public municipalities throughout California. Schmidt Design Group, Inc. has extensive experience in park planning and design, including working for numerous public agencies. We operate as an extension of City staff and approach each project with an open mind and collaborative spirit. A few recent public agency partnerships include:



Lake Skinner Recreation Area, Orange County, CA

### ADDITIONAL PUBLIC AGENCY COLLABORATIONS

- City of Encinitas
- City of Solana Beach
- City of Escondido
- City of Vista
- City of San Marcos
- City of Carlsbad
- California Department of Transportation
- Civic San Diego (CCDC)
- City of Alhambra
- City of Chula Vista
- City of Coronado
- City of Costa Mesa
- City of El Cajon
- City of Imperial Beach
- County of Imperial/Public Works Department
- City of La Mesa
- City of La Puente
- City of Lemon Grove
- City of Oceanside
- City of Poway
- County of Riverside/Regional Park & Open Space District
- City of Santa Barbara/Housing & Redevelopment Agency
- City of Santee
- Division of the State Architect
- Olivenhain Municipal Water District
- San Diego County Office of Education
- San Diego County Water Authority
- San Diego Housing Commission



## SIMILAR PROJECT EXPERIENCE

Schmidt Design Group, Inc. has successfully completed more than 2,000 projects worth approximately \$200 million in construction costs. With more than 31 years of experience, the firm has accumulated extensive experience working with more than 40 public agencies. The following is a partial list of projects demonstrating our vast planning and design experience.

### CIVITA PARKS & OPEN SPACE

This mixed-use project is the last big urban infill project within the City of San Diego, and will transform 230-acres into a sustainable, walkable, high-density urban village. The 14.3-acre Civita Central Park will be the flagship park and will provide numerous amenities for the community.

### MILLENNIA NORTHEAST URBAN PARK

Millenia Northeast Urban Park is the first of six neighborhood parks planned for this new multi-billion-dollar, mixed-use urban development. "Interaction" is the theme of this park and the design elements work together to create a series of spaces tailored to encourage socialization.

### HORTON PLAZA PARK

Horton Plaza Park includes restoration of the existing historic park as well as the creation of a new one-acre plaza that will strengthen the fabric of the community by creating a new central area and public gathering space in Downtown.

### CHILDREN'S PARK

The re-visioning of this existing two-acre park near the Children's Museum, and San Diego Convention Center is intended to provide a more usable open-space area for the public. This iconic urban park features a large civic pond, an urban forest, and artful mounding.

### COUNTY ADMINISTRATION CENTER WATERFRONT PARK

This transformative Waterfront Park will convert large eight-acre parking lots into a community and regional open-space amenity. The park will become an iconic civic space accommodating special events and festivals.

### SYCAMORE NEIGHBORHOOD PARK

In the City of West Sacramento Schmidt Design Group, Inc. is transforming a stormwater and sanitary sewer easement site into a four-acre park funded by a grand and activated with programming that will fill the needs of the surrounding community. The rectilinear pathways and planting design of the park are a reflection of the historic agrarian land uses prevalent in the region.

### CAMINO RUIZ NEIGHBORHOOD PARK

Schmidt Design Group, Inc. designed this 12-acre park which includes three baseball fields, a central plaza, picnic areas, a children's play area representing the theme of Aesop's fable "The Wind and the Sun", parking, a restroom/concession building, and a native plant demonstration garden.



## SIMILAR PROJECT EXPERIENCE

### BRIARCREST NEIGHBORHOOD PARK

Schmidt Design Group, Inc. collaborated with renowned artists James and Drew Hubbell to design this 4.2-acre park. A number of whimsical focal points such as a butterfly garden, an herb garden, and interactive music garden and mounded lawn areas provide added opportunities of discovery. A large play area includes “natural play” elements such as park-pet sculptures, dry stream beds, and a large stone climbing wall.

### PINE AVENUE PARK

Schmidt Design Group, Inc. created the master plan for this 7.7-acre park for the City of Carlsbad. Five tall ceramic mosaic tile sculptures, created by Kim Emerson, were installed at key focal points in this urban park. Each of the sculptures represents a different flower important to the commercial flower industry in Carlsbad.

### SOLANA BEACH COASTAL RAIL TRAIL

This linear park, which is a part of the larger Rails-to-Trails project that includes bicycle and walking trails from Oceanside to San Diego, runs the length of the City of Solana Beach and was created with the help of significant community feedback and workshops. This portion of the trail was designed to celebrate the edge between land and sea, celebrated by crescent moon-shaped decks, poetry, paving patterns, and planting. Interpretive displays and public art highlight the history of Solana Beach.

### JOE BALDERRAMA PARK & RECREATION CENTER

Successful public workshops were conducted in English and Spanish. The resulting master plan included a solar-equipped community center featuring a daycare center, performance space, multipurpose room and gym. The master plan also features a park realignment that addressed the community’s safety and security concerns, public art, basketball and tennis courts, children’s playground and more.

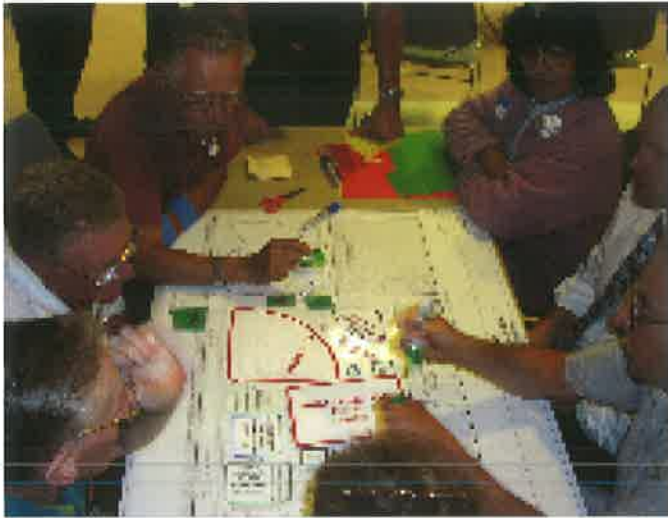
### OCEAN AIR PARK

This 18-acre park includes joint-use multi-purpose ball fields shared with Ocean Air Elementary School, LEED Silver community center, children’s play area, flexible passive open space, picnic areas, parking, restroom building, walking trails, and a central bioswale element that accepts drainage from throughout the site. This was a high-profile project but with significant community facilitation Schmidt Design Group was able to facilitate a consensus between the many stakeholders.

### COTTONWOOD CREEK PARK

Cottonwood Creek Park is an eight-acre park that includes open turf areas, tennis courts, a group picnic gazebo, children’s play area, and environmental education. The central feature of the park is the “daylighting” of Cottonwood Creek and Moonlight Creek, which were converted into a riparian corridor that cleanses the water that flows through the park.

Qualifications | PG 16



## PUBLIC FACILITATION EXPERTISE

We anticipate engaging the community throughout the planning process to inform and validate the proposed planning strategies. We will work closely with the community and City to ensure that the proposed program and composition of the plan meets their collective needs. We will discuss the existing conditions, opportunities, and constraints and the community's vision for the district throughout the planning process.

Glen Schmidt, FASLA, brings over 37 years of experience in leading and facilitating public meetings. On numerous occasions, he has demonstrated his ability to integrate the ideas of diverse public and municipal groups toward a consensus which reflects the concerns of all involved. It will be our priority to ensure that all voices within the community are heard as we craft the vision for their community.

Our team has extensive experience working with residents and stakeholders within bilingual settings and facilitating discussions that build consensus. We have employed a bilingual approach on a number of projects, including Balderrama Community Center and Park in the City of Oceanside. We will provide a variety of mechanisms to obtain feedback including recording verbal comments in meetings and providing bilingual comment slips for those less inclined to speak in a public forum. We are eager to formulate an outreach strategy with City staff that will garner a diverse and robust response from the community.

## COMMUNITY FACILITATION EXPERIENCE

- Solana Beach Coastal Rail Trail, Solana Beach, CA
- Beacon's Beach Access, Encinitas, CA
- Cottonwood Creek Park, Encinitas, CA
- Swamis Beach Access & Bluff Stabilization, Encinitas, CA
- Walnut Grove Community Park, San Marcos, CA
- Pine Avenue Park, Carlsbad, CA
- Camino Ruiz Neighborhood Park, Mira Mesa, CA
- Carmel Valley Community Park South, San Diego, CA
- Joe Balderrama Park and Recreation Center, Oceanside, CA
- North Torrey Pines Golf Course Renovation, San Diego, CA
- Salt Works Site Assessment, Chula Vista, CA

## PROJECT & PROFESSIONAL REFERENCES



client | **City of San Diego**

525 B Street, Suite 750, San Diego, CA 92101

Reference | **Kevin Oliver, Project Officer II**

619-533-5139, KOliver@sandiego.gov

### **Torrey Pines Golf Course Renovation Master Plan**

Schmidt Design Group, Inc. has worked with Mr. Oliver on numerous projects over the past 20 years. Most recently, we successfully completed the North Torrey Pines Golf Course Renovation Master Plan. This included crafting and leading public outreach for this highly scrutinized and sensitive public project. Glen Schmidt led the community workshops with team member Phil Mickelson and his staff which resulting in Park and Recreation Commission unanimous approval.



client | **City of Coronado**

110 1/2 Pennsylvania Ave San Diego, CA 92103-4015

Reference | **Liza Butler**

619-405-1500, lizabutler@aol.com

### **Silver Strand, Nature's Bridge to Discovery**

Schmidt Design Group, Inc. has worked with Liza Butler on numerous projects along the Silver Strand in Coronado beginning in 1996. This included 2 phases of the Silver Strand Beautification project, The Silver Strand Utility Undergrounding, Landscape Median Design, and several projects at South Grand Caribe Park on the Strand. Ms. Butler is highly familiar with the creativity of our firm as well as our ability to successfully work with the active community members in Coronado.



client | **Civic San Diego**

401 B Street, Suite 400, San Diego, CA 92101

Reference | **Mark A. Caro**

619-533-7138, caro@civicsd.com

### **Children's Park Master Plan**

Schmidt Design Group, Inc. has recently worked with Mark Caro on 2 projects in Downtown San Diego, Children's Park Renovation Master Plan and Horton Plaza Park. Schmidt Design Group, Inc. crafted and led the community outreach process for a highly active and engaged community during the Master Planning of Children's Park. The process resulted in a design that responds to the communities desires while maintaining the integrity and artful nature of the park originally designed by renowned landscape architect Peter Walker.



*Schmidt Design Group, Inc.*

**SUB-CONSULTANTS | Discipline**

Burkett & Wong Engineers | Civil Engineering

OBR Architecture, Inc. | Architecture

True North Research | Survey and Research

Alagia Consulting | Electrical Engineering

Hunter Pacific | Cost Estimating / Value Engineering

NBS | Financial Analysis

**PRIME CONSULTANT | Landscape Architecture**

**SCHMIDT DESIGN GROUP, INC.** | Legal Name

2655 Fourth Avenue, San Diego, CA 92103 | Primary

S-Corporation | Form of Company

619-236-1462 | Phone

**GLEN SCHMIDT, FASLA** | President

Schmidt Design Group, Inc.

2655 Fourth Avenue, San Diego, CA 92103

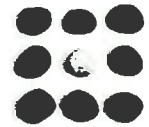
619-236-1462

[Gschmidt@schmidtsg.com](mailto:Gschmidt@schmidtsg.com)

Mr. Schmidt will act as Principal in Charge for the Shores Park Master Plan project. His duties will include visionary plan recommendations, design leadership, and facilitation at community outreach meetings and hearings.

**ADDITIONAL STAFF RESOURCES**

In addition to the key staff members listed above, Schmidt Design Group, Inc. employs nineteen talented staff members, including six licensed landscape architects, three LEED accredited professionals, a certified arborist, a certified playground inspector, and a certified landscape irrigation auditor.



SCHMIDT DESIGN GROUP, INC.

**GLEN SCHMIDT, FASLA | President**  
 Project Role: Principal in Charge

**PROFESSIONAL PROFILE**

Bachelor of Science,  
 Environmental Planning and Management  
 University of California at Davis

Registered Landscape Architect  
 CA 2138 | NV 219 | AZ 34139

- Fellow, American Society of Landscape Architects
- Member, California Parks and Recreation Society
- Member, U.S. Green Building Council
- Member, Urban Land Institute
- Member, Society of Marketing Professionals

**PROJECT AVAILABILITY**

71 hours per the fee proposal

Glen Schmidt's 37 years of planning and landscape architectural design experience for innovative projects within the Southwest have earned him a reputation for professionalism, quality, artistic integrity and environmental sensitivity. Mr. Schmidt is the lead design professional in the firm. The projects he has designed have won more than 100 local, state, national and international awards for design excellence. Mr. Schmidt has been invited to speak at more than 50 conferences. In 2005, Mr. Schmidt was inducted as a Fellow in the American Society of Landscape Architects, a national honor based on his "significant works of landscape architecture" over an extended period of time.

For this project Glen Schmidt, FASLA will be the principal-in-charge and lead designer. He will provide design oversight for the entire project and will attend meetings as requested by the client. Mr. Schmidt is skilled and experienced in leading public meetings. On numerous occasions, he has demonstrated his ability to integrate the ideas of diverse public and municipal groups toward a consensus which reflects the concerns of all involved. He is also a skilled presenter and has led many educational seminars and talks conveying technical issues to a wide range of audiences at local, state and national levels.

**SELECTED PROJECT EXPERIENCE**

- Paradise Creek Educational Park, National City, CA
- Solana Beach Coastal Rail Trail, Solana Beach, CA
- Ocean Air Community Park, San Diego, CA
- County Administration Waterfront Park, San Diego, CA
- Briercrest Park, La Mesa, CA
- Horton Plaza Park, San Diego, CA
- Pacific Breezes Community Park, San Diego, CA
- Camino Ruiz Neighborhood Park, San Diego, CA
- West Lewis Mini-Park, San Diego, CA
- Civita Development, San Diego, CA
- Silver Strand "Nature's Bridge to Discovery", Coronado, CA
- Children's Park, San Diego, CA
- Maple Street Pedestrian Plaza, Escondido, CA
- Laguna Beach High School, Laguna Beach, CA
- Mt. San Miguel Neighborhood Park, Chula Vista, CA
- Pine Avenue Park, Carlsbad, CA



SCHMIDT DESIGN GROUP, INC.



**JEFFREY T. (JT) BARR** RLA, ASLA

**JEFFREY T. (JT) BARR, RLA, ASLA | Principal**  
 Project Role: Principal Project Director

Jeffrey T. (JT) Barr brings over a decade of domestic and international design experience to Schmidt Design Group, Inc. He is a licensed landscape architect in California and Utah. Mr. Barr is inspired by creating signature spaces informed by an intimate understanding of context; with each project presenting a new opportunity to build community, celebrate culture, and create sustainable systems. His professional expertise includes the design and implementation of dynamic urban spaces; including streetscapes, plazas, parks, civic spaces, retail environments, and mixed-use developments. Mr. Barr provides leadership for projects of varying scales and budgets with an emphasis on developing comprehensive multidisciplinary solutions.

In addition to his private practice work, Mr. Barr has a passion for engaging the academic community. He received an Auxiliary Faculty Appointment at his alma mater in 2009 and has been a visiting critic for numerous accredited universities.

**PROFESSIONAL PROFILE**

Bachelor of Science, Landscape Architecture  
 The Ohio State University

Registered Landscape Architect  
 CA 5209 | UT 5301

- Member, American Society of Landscape Architects  
 San Diego Chapter VP of Public Relations 2002–2004
- Member, Council of Landscape Architectural Reg. Boards
- Member/Young Leader, Urban Land Institute

**PROJECT AVAILABILITY**

99 hours per the fee proposal



**JENN MONTGOMERY** RLA, LEED AP

**JENN MONTGOMERY, RLA, LEED AP | Project Manager**  
 Project Role: Project Manager

Jennifer Montgomery has practiced landscape architecture in the San Diego region for the past six years focusing on sustainable public and private projects. Through her project experience and passion for sustainable design, Mrs. Montgomery has developed an in-depth knowledge of water conservation, landscape design, and irrigation design and installation.

Jenn’s portfolio includes successful master planning efforts for Mast Park in Santee and the Escondido Creek Trail project.

As a Project Manager at the Schmidt Design Group, Inc., Mrs. Montgomery is a part of a firm that has been leading efforts toward a more sustainable approach to landscape design in our region. Recently, she helped manage the successful submittal of the Stone Brewing World Bistro & Gardens, Escondido, through the pilot program of the Sustainable Sites Initiative (SITES).

**PROFESSIONAL PROFILE**

Bachelor of Science, Landscape Architecture  
 University of Guelph, Ontario

Registered Landscape Architect | CA 5723

- Member, U.S. Green Building Council
- Co-chair, Stormwater Co, American Society of Landscape Architects

**PROJECT AVAILABILITY**

247 hours per the fee proposal

### NBS

Project Role: Financial Analysis

NBS has served more than 300 public agencies and community groups over the past 18 years, including cities, counties, municipal utilities, school districts, and special purpose districts. NBS provides a full spectrum of revenue analysis and consulting tools for general fee studies, rate studies, cost recovery mechanisms, cost allocation plans, and overall financial needs. Their ultimate goal is to provide support, expertise, and solutions that allow local communities to focus on their funding needs and services.

### TRUE NORTH RESEARCH, INC.

Project Role: Survey and Research

True North Research, Inc. is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the opinions, priorities, and behaviors of their residents and customers. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas— including planning, community needs assessments, program evaluation, performance management, and developing effective public information campaigns. The principals at True North (Dr. McLarney and Mr. Sarles) have designed and conducted over 800 survey research studies for public agencies, including more than 300 studies for California cities. They specialize in helping profile community needs, priorities and satisfaction as they relate to municipal services and facilities.

### BURKETT & WONG ENGINEERS

Project Role: Civil Engineering

Since 1971 Burkett & Wong Engineers have provided structural and civil engineering, land surveying, and land planning services for over 11,000 projects throughout Southern California. They are dedicated to providing industry leading engineering and professional services through efficient, cost effective, and sustainable solutions that make positive impacts on the communities they serve.

### OBR ARCHITECTURE, INC.

Project Role: Architect

OBR Architecture, Inc.'s goal is to create lasting and meaningful relationships with clients, their projects, and the environment. They are a broad-based, small, and focused firm who believe that each individual partner's unique talents combined makes for a dynamic whole that can not only meet, but exceed their client's expectations. The firm has the ability to take on a wide variety of project sizes and types and can adjust quickly to changes in programs, budgets, or designs. They bring an exceptional collaborative and artistic approach to every project and feel they have a duty to inspire, lead, assist their clients in reaching their project goals.

### ALAGIA CONSULTING

Project Role: Electrical Engineering

Alagia Consulting was founded by Neal Alagia, who has over 25 years of experience as an electrical engineer. Mr. Alagia has experience on a variety of project types, including: retail, institutional, parks and recreation, healthcare, and educational. Mr. Alagia has been responsible for signing and reviewing projects and offers significant experience in signal and communications design, fire and life safety design, specification writing, construction supervision and support, and application consultation.

### HUNTER PACIFIC GROUP

Project Role: Cost Estimating / Value Engineering

Hunter Pacific Group is a firm with highly experienced professionals who deliver project solutions, increased performance, maintain budgets, and minimize client risk. Hunter Pacific leverages their collective expertise and experience, training processes, key performance indicators, and best management practices. Founder and CEO Celia Hunter has more than 30 years of professional experience in program and construction management. She has managed programs of all sizes, including those in excess of \$1.3 billion.

PROPOSED PROJECT SCHEDULE

**DISCOVER**

1. City Kick-Off Meeting..... **May 1, 2015**
2. Advisory Committee Introduction Meeting.....following week
3. Documentation Review & Data Collection\*.....8 weeks
4. Site Inventory & Analysis\*.....concurrent with 3 above
5. Existing Facilities Analysis\*.....concurrent with 3 above
6. Community Survey\*.....concurrent with 3 above
7. Stakeholder Interviews\*.....concurrent with 3 above
8. Community Workshop One\*.....**June 26, 2014**
9. Data and Community Synthesis\*.....6 weeks
10. Case Study Exploration\*.....concurrent with 9 above
11. Advisory Committee Meeting.....**July 7, 2014**
12. Park & Recreation Committee Meeting.....one week
13. City Council Presentation.....**July 21, 2014**
14. Community Workshop Two\*.....**July 28, 2014**
15. Advisory Committee Meeting.....same week

**IMAGINE**

1. Refined Park Program\*.....5 weeks
2. Master Plan Alternatives\*.....concurrent with 1 above
3. Precedence Boards\*.....concurrent with 1 above
4. Simulations\*.....concurrent with 1 above
5. Rough Order Of Magnitude\*.....concurrent with 1 above
6. Advisory Committee Meeting\*.....1 week
7. Community Workshop Three.....**August 28, 2014**
8. Preferred Master Plan Statement.....1 week
9. Advisory Committee Meeting.....1 week
10. Park & Recreation Committee Meeting.....1 week
11. Planning Commission Presentation.....**September 9, 2014**
12. City Council Presentation.....**October 6, 2014**

**CREATE**

1. Preferred Master Plan\*.....6 weeks
2. Precedence Boards\*.....concurrent with 1 above
3. Simulations\*.....concurrent with 1 above
4. Rough Order Of Magnitude\*.....concurrent with 1 above
5. Financial Analysis \*.....concurrent with 1 above
6. Pricing & Cost Recovery Report \*.....concurrent with 1 above
7. Phasing Strategy\*.....concurrent with 1 above
8. Advisory Committee Meeting.....**November 17, 2014**
9. Design Review Board Presentation.....**November 19, 2014**
10. Advisory Committee Meeting.....**November 25, 2014**
11. Master Plan Refinements.....3 weeks
12. Prepare Final Master Plan Book\*.....concurrent with 11 above
13. Design Review Board Presentation.....**December 17, 2014**
14. Advisory Committee Meeting.....**December 19, 2014**
15. Final Refinements.....3 weeks
16. Park & Recreation Committee Meeting.....**January 6, 2015**
17. Planning Commission Presentation.....**January 13, 2015**
18. City Council Presentation.....**February 2, 2015**

Note: \* Identifies a scheduled deliverable as defined in the detailed scope of work.



Cottonwood Creek Park, Encinitas, CA

**SHORES PARK**  
THE CITY OF DEL MAR

**DISCOVER**  
**IMAGINE**  
**CREATE**



## **Shores Park Advisory Committee**

### **Goals for Community Engagement Process**

- Goal 1: Gather as many ideas as possible early in the process through a wide variety of approaches and by being as inclusive as possible. Collect ideas about what the community wants and does not want for the space.
- Goal 2: Get the community as involved as possible. Aim for wide participation, representing both specific interest groups and the community at-large (non-specific interests). Ensure everyone feels they have had the opportunity to provide input, even if they choose not to do so.
- Goal 3: Seek to learn what people want to use the park for. Start by gathering “use” ideas rather than “design” ideas.
- Goal 4: Encourage “pie in the sky” thinking, while balanced with an understanding of the realities of the site, which may present challenges as well as opportunities.
- Goal 5: Design a park to stand the test of time.
- Goal 6: Find the people who do not use the park currently, but would use it if the park is designed differently.

## **Proposed Community Engagement Process**

### **I. Community Survey** (*Schmidt Design Group Proposal, "Discover" phase, Step 6*)

*To be conducted by True North Research using a combination of mailed announcements, phone, and the internet. Focused on vision for use and to help set the stage for Step 6 (on-site community workshop).*

### **II. Interest Group Interviews** (*Schmidt Design Group Proposal, "Discover" phase, Step 7*)

*Could also consider focus groups with a cross-section of represented interests instead of interest group interviews.*

*Interviews or small group meetings will be held with identified parties, potentially including:*

- *Winston School*
- *Little League*
- *Dog owners*
- *Youth and teen groups*
- *Friends of Del Mar Parks*
- *Parks and Recreation Committee*
- *Del Mar Foundation*
- *Del Mar Community Connections*
- *Del Mar Historical Society*
- *Del Mar Village Association*
- *Garden Club*
- *Farmer's Market constituents (?)*
- *City of Del Mar – Community Services Department*
- *City of Del Mar – Public Works Department*
- *Adjacent hotel owner(s)*
- *Current concessionaires*
- *Others to be determined*

### **III. City Web Site - Community Voices Tool**

*Allows for an interactive way to ask the public questions about the project and seek their feedback on what they would like the park to include or what they are envisioning the uses to be.*

**IV. Informal Community Pop-Up Tent at Several Locations/Events**

*Set-up a booth at gathering spots around the community with information on the project and a graffiti wall/idea board for those who stop by to write ideas of how they want to use the park.*

*Promote upcoming on-site community workshop.*

*Potential spots could be:*

- Shores Park*
- Library*
- Farmers Market*
- After school at a local elementary school*
- Seagrove Park and/or Powerhouse Park*

**V. Pre-Workshop Site Awareness Activity**

*Create a “site awareness workbook,” for those interested to visit the site and record their impressions and ideas about the site through a series of prompted questions at key locations throughout the site.*

**VI. On-Site Community Event**

*Possible alternate to step 7. Combination of steps 4, 5, and 7.*

*Fun event on a weekend afternoon with activities for kids and food.*

**VII. On-Site Community Workshop #1**

*(Schmidt Design Group Proposal, “Discover” phase, modified Step 8)*

*Workshop will be held on-site to facilitate a dialogue of the site and its potential.*

*Report to the community on a summary of steps 1 through 4 and major themes surfacing as interests for the types of uses the community is interested in.*

*The team will walk the site with workshop attendees, followed by a discussion of the community’s perception of issues, opportunities, and constraints associated with the site.*

*Community will be asked to help craft the project’s vision statement and guiding principles. (Incorporate into steps 1-6 above.)*

*Community will be asked to provide input regarding potential program elements (in the context of “use” themes) and to describe their ideal park.*

VIII. **Report to Shores Advisory Committee**

*(Schmidt Design Group Proposal, "Discover" phase, Step 11)*

IX. **Report to Parks and Recreation Committee**

*(Schmidt Design Group Proposal, "Discover" phase, Step 12)*

X. **Report to City Council**

*(Schmidt Design Group Proposal, "Discover" phase, Step 13)*

XI. **Case Study Exploration with Advisory Committee**

*(Schmidt Design Group Proposal, "Discover" phase, Steps 10 and 11)*

Explore case studies that have similarities to use themes identified through steps above.

XII. **Informal Community Pop-Up Tent at Several Locations/Events**

*"Here's how we heard you say you'd like to use the site. Which of these images most speaks to you to represent that?"*

*Visually show elements that tie into use ideas. Have people show their preference with dots/on the spot survey, etc.*

XIII. **City Web Site - Community Voices Tool**

Allows for an interactive way to ask the public questions about the project and seek their feedback on what types of features they feel match the preferred uses.

XIV. **On-Site Community Workshop #2**

*(Schmidt Design Group Proposal, "Discover" phase, Step 14)*

*Report back on what's been learned through Steps 7-12 above.*

*Separate into smaller groups and have attendees "design" the park by organizing preferred program elements/uses using templates, string, blocks, markers, and various supplies, using the "use" themes and the community features identified as "preferred" through steps 11 and 12 above.*

**XV. Report to Shores Advisory Committee**

*(Schmidt Design Group Proposal, "Discover" phase, Step 15 and "Imagine" phase, Step 6)*

Possibly two separate meetings. Review refined program and master plan alternatives with the Committee

Schmidt Design Group will prepare a refined program and master plan alternatives based on steps 7-13 above.

**XVI. Informal Community Pop-Up Tent at Several Locations/Events**

*Show the refined program and master plan alternatives. Allow for the public to vote for their preference.*

**XVII. City Web Site - Community Voices Tool**

*Allows for an interactive way to ask the public questions about the project and seek their feedback on the refined program and master plan alternatives.*

**XVIII. Community Workshop #3** *(Schmidt Design Group Proposal, "Create" phase, Step 7)*

*Report back on steps 14-16. Consultant may have modified program and master plan alternatives based on feedback through steps 14-16.*

*Attendees share feedback on refined program and master plan alternatives.*

*Workshop purpose: To identify the preferred Master Plan alternative.*

**XIX. Presentation of the Final Master Plan**

*(Schmidt Design Group Proposal, "Create" phase, Steps 13-18)*

- a. Shores Advisory Committee
- b. Parks and Recreation Advisory Committee
- c. Design Review Board
- d. Planning Commission
- e. City Council