

# STAFF REPORT



ITEM NO. 14  
CITY OF OCEANSIDE

DATE: June 6, 2007  
TO: Honorable Mayor and City Councilmembers  
FROM: Neighborhood Services Department  
SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$119,292 FOR THE MASTER PLAN FOR JOE BALDERRAMA PARK AND RECREATION FACILITY**

## SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Schmidt Design Group of San Diego in the amount of \$119,292 for the development of a master plan for Joe Balderrama Park and Recreation Center, and authorize the City Manager to execute the agreement.

## BACKGROUND

This recreation center and park site, established in 1966, was known as the Eastside Recreation Center and Park until 1967, when the City Council changed the name to Joe Balderrama Park and Community Center, in honor of the Oceanside citizen who was killed in service to his country in Germany in 1944.

The number of participants using the Center has increased significantly, and the 40-year-old facility is no longer able to accommodate the volume of programs and services that are offered.

## ANALYSIS

In December 2006, the Parks and Recreation Division issued a Request for Proposals (RFP) for the development of a master plan for Joe Balderrama Park and Recreation Center. On January 31, 2007, four proposals were received, as follows:

Community Works Design Group, Riverside	\$ 50,000
RJM Design Group, Inc., San Juan Capistrano	\$ 60,000
Schmidt Design Group, San Diego	\$135,000

RRM Design Group, San Juan Capistrano

No quote given

Staff reviewed and rated the proposals on a score of 1-100. All qualifications were reviewed. Although Schmidt's proposed price was not the lowest, staff determined that Schmidt Design Group's proposal was the most responsive to the City's needs. Schmidt Design Group has had success in the San Diego County area with park settings similar to Joe Balderrama Park and Recreation Center. Schmidt Design Group will work closely with Parks and Recreation staff to host public meetings to obtain community input on the new project.

In the City's Request For Proposal, it was required that three community meetings be held to gather community input and to build consensus. Staff feels that Schmidt Design Group was the most responsive in terms of our requirements for working closely with the community to determine what changes would best suit the neighborhood uses depending on the outcome of the design process. A schedule regarding projected timeline will be developed.

### **FISCAL IMPACT**

On March 28, 2007, the City Council approved \$150,000 of 2007-2008 Community Development Block Grant funds. No General Fund monies will be utilized for this phase of the project. The City has requested \$1.0 Million in federal appropriations from the Housing and Urban Development's Economic Development Initiative account. Staff will not know until late Summer or early Fall if this request will be funded.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

### **COMMISSION OR COMMITTEE REPORT**

On April 12, 2007, the Parks and Recreation Commission reviewed this item and recommended approval.

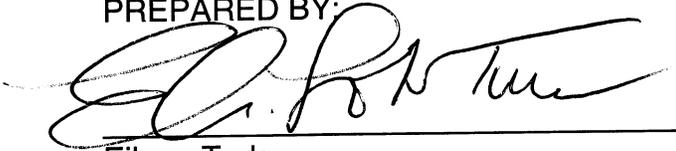
### **CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve a professional services agreement with Schmidt Design Group of San Diego in the amount of \$119,292 for the development of a master plan for Joe Balderrama Park and Recreation Center, and authorize the City Manager to execute the agreement.

PREPARED BY:



Eileen Turk  
Parks & Recreation Division Manager

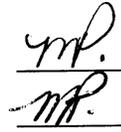
SUBMITTED BY:



Peter A. Weiss  
Interim City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager  
Margery M. Pierce, Director of Neighborhood Services



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: DEVELOPMENT OF A MASTER PLAN FOR THE JOE BALDERRAMA RECREATION CENTER

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Schmidt Design Group, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

Assist the City of Oceanside and the Eastside Community in the development of a master plan for Joe Balderrama Recreation Center and Park.

The scope of work is further described in CONSULTANT'S proposal dated May 2, 2007, attached as Exhibit "A" and incorporated herein by this reference.

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. WORKERS' COMPENSATION. Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. LIABILITY INSURANCE.

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. CONSULTANT'S INDEMNIFICATION OF CITY. CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. CITY BUSINESS LICENSE. Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Director of Finance.
8. NO CONFLICT OF INTEREST. The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 6 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
9. OWNERSHIP OF DOCUMENTS. All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all materials produced under this Agreement for the purpose of documenting its participation in this project.
10. COMPENSATION.
  - 10.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the budget and schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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written approval of the Neighborhood Services Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$119,292.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Neighborhood Services Director. CONSULTANT shall obtain approval by the Neighborhood Services Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 10.2.2.

- 10.2 CONSULTANT shall maintain accounting records including the following information:
  - 10.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
  - 10.2.2 All incidental expenses including reproductions, facsimiles, computer printing, postage, travel, mileage and subsistence.
- 10.3 CONSULTANT'S accounting records shall be made available to the Planning Director for verification of billings, within a reasonable time of the Director of Finance's request for inspection.
- 10.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Planning Director.
- 11.0 TERMINATION OF AGREEMENT. Either party may terminate this Agreement by providing ten (10) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 10. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 12.0 ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Neighborhood Services Director by December 15, 2008.

Tentative project schedule is further described in the proposal from CONSULTANT dated May 3, attached as Exhibit "B".

14. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

15. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

16. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

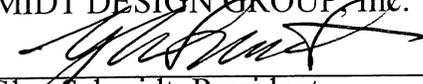
17. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

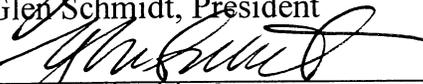
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be

JOE BALDERRAMA RECREATION CENTER MASTER PLAN  
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executed by setting hereunto their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

SCHMIDT DESIGN GROUP, Inc.

By:   
Glen Schmidt, President

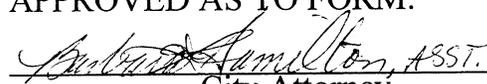
By:   
Glen Schmidt, Secretary

33-0443626  
Employer ID No.

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Peter Weiss, Interim City Manager

APPROVED AS TO FORM:

  
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego }

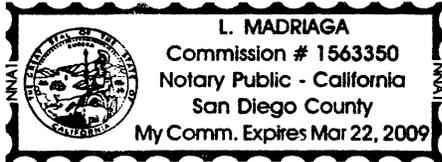
On May 8, 2007 before me, L. Madriaga Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Glen Schmidt  
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Professional Services Agreement

Document Date: \_\_\_\_\_ Number of Pages: 7 pages

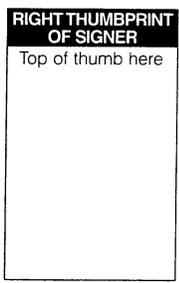
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Glen Schmidt

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

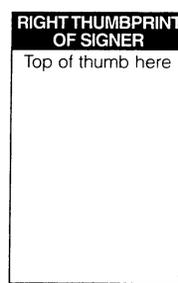
Signer Is Representing: \_\_\_\_\_



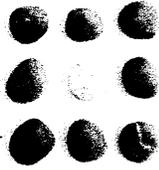
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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

May 2, 2007

Eileen Turk, Division Manager  
Oceanside Parks & Recreation  
300 North Coast Highway  
Oceanside, CA 92054

Regarding: **Joe Balderrama Park and Community Center (Revised)**

Dear Eileen,

We look forward to the opportunity to work with you and the community of Oceanside. The following revised scope and fee proposal represents my understanding of the services required for the project.

Schmidt Design Group, Inc. (SDG) will be the lead / prime consultant, will coordinate all activities and will provide lead design services per our RFQ submittal. Subconsultants anticipated for the project which have been included in the following scope and fee proposal include:

Manuel Oncina Architects, Inc. (MOA) – Architecture  
Simon Wong Engineering (SWE) – Structural Engineering  
LSW Engineers (LSW) – Mechanical, Plumbing, Electrical  
Burkett & Wong Engineers (BW) - Civil Engineering (Newly added consultant)

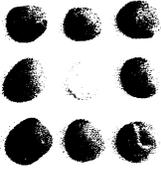
**PRELIMINARY SCOPE OF WORK**

**A. TOPOGRAPHIC MAPPING**

It is our understanding that the City of Oceanside will provide mapping information to our team. This will include ready to use without extensive modifications AutoCAD files from City GIS mapping to include the project site and all existing improvements. Topographic information will be approximately 2 ft. contours. City will provide the title reports and all utility easements and other encumbrances associated with the project site.

**B. INFORMATION GATHERING / SITE ANALYSIS**

We will review all available design guidelines including the City of Oceanside Design Criteria and Procedures Manuals and Public Facilities Improvement Standards.



1. We will spend time on the site to evaluate existing conditions, drainage patterns, existing improvements, existing utilities, views in and out of the site, vegetation, environmental considerations, and surrounding land uses.
2. Manuel Oncina Architects (MOA) will tour and document preliminary observations of the existing structures. MOA will become familiar with the general layout and condition of the building as well as their programmed uses. In addition, LSW Engineers will visit the site to ascertain existing conditions of the electrical service and lighting.
3. The consultant team will attend a "kick-off" with City of Oceanside staff (Meeting 1). The primary purpose of the meeting is for the consultant to gather information pertaining to the park site that would be useful in the development of a park site analysis and the development of the Conceptual Design for the park and the Community Center. We will present a Preliminary Program for discussion as well as goals and objectives outlining the potential park amenities and Community Center Design. We will review the process and schedule in detail.
4. Site Analysis Graphic: We will prepare a graphic illustration of the site overlaid on the topographic survey illustrating special views, constraints and opportunities. This plan will include site photos keyed to locations for reference. The site analysis will be used in development of the park design as well as during public meetings.

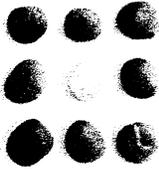
#### **C. BUILDINGS EVALUATION (If required)**

If determined that the existing buildings will remain, Manuel Oncina Architects (MOA) and Simon Wong Engineering (SWE) (Structural) will tour and inspect the existing structures. MOA will review and inventory facilities as well as review code and accessibility issues. SWE will review the structural integrity, seismic code, and safety factors.

#### **D. COMMUNITY OUTREACH**

The following is a community outreach process that is designed to collect as much substantive information as possible from the community so that our solutions are timely and appropriate.

1. Staff Interviews - During our next meeting with staff (Meeting 2) we will invite staff members and recreation program managers from the existing facilities. We will review their experience and concerns regarding program demand and the utilization of the facilities. Their feedback will be extremely helpful and will lay the foundation of future programs and project direction.
2. Surveys - We will develop a short survey in both English and Spanish. This survey will be designed to provide big picture feedback for the types of facilities and deficiencies that

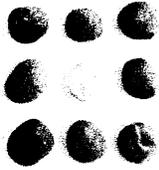


have been occurring on the site. This survey will be left at the community center, Cesar Chavez Resource Center and other public places deemed appropriate.

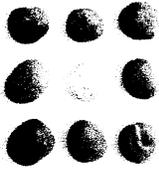
3. Public Interviews - Manuel Oncina and one staff member and a staff member with the Schmidt Design Group are fluent in Spanish. These staff members will be present during weekday and weekend hours to conduct interviews with park users. These informal interviews will follow the questions included in the survey to provide us with additional feedback prior to the first public meeting.
4. Public Meeting One – The evening meeting will be conducted at the existing Recreation Center and will be an opportunity for the community to voice their desires for the improvement of Joe Balderrama Park and Community Center. Glen Schmidt will facilitate the meeting and Manuel Oncina will also be an integral part of the presentation. Manuel will be able to translate the discussion into Spanish if necessary. The site analysis, building reconnaissance information and information collected from the surveys will be presented in a PowerPoint presentation making it easy for all to view the information. We will then use a variety of techniques to engage the community for feedback and to prioritize the activities and facilities that area most needed. At the completion of the first community meeting we expect to have a general program or wish list for the park from the community.

#### **E. PREPARATION AND PRESENTATION OF PRELIMINARY AND FINAL MASTER PLAN**

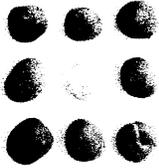
1. Development of preliminary concepts: Based on site analysis, building reconnaissance, and information collected from meetings and strategic discussions with consultants and staff, we will develop three concepts for the park and community center. These will be drawn in a simple format to illustrate the proposed park and community center configuration and activities. Throughout the process of developing these alternatives we will be in communication with City of Oceanside staff to ensure that our design direction and assumptions are sound. We will develop preliminary cost estimates for each concept.
2. Review Meeting: We will meet with staff (Meeting 3) to review the alternative designs, cost estimates and strategize regarding the next public meeting.
3. Preparation for Community Meeting 2: We will refine our park and building designs (up to three) based on staff feedback, color them for presentation and mount them on presentation boards for the meeting. We will also prepare a PowerPoint presentation illustrating the plan alternatives in a way that is easily seen by a large group.
4. Community Meeting 2: We will attend the meeting and lead / facilitate the discussion. We will present the park and community center design alternatives. Our objective from this meeting will be to arrive at a consensus for a preferred alternative park and community center design.



5. Preparation of Preferred Alternative: Based on community meeting input and further discussions with City of Oceanside staff we will prepare a preferred alternative concept park plan and community center plan. This plan will be in greater detail and will illustrate all improvements in plan view. The Community Center and any other buildings or structures will be shown in plan view and elevation. Material samples for the building will be provided as well. We will include a materials legend and planting legend.
6. Consultant review: Our Civil Engineering consultant will review the grading concepts and make recommendations for adjustments as may be required to balance grading on the site. Our Electrical Engineer will work with us on conceptual lighting locations and fixture types.
7. Cost Estimate: A preliminary estimate of probable construction cost will be developed for this preferred alternative. We will send this plan and cost estimate to staff for review and comment prior to the final community meeting.
8. Preparation for Community Meeting 3: We will refine our design based on staff feedback, color it for presentation and mount it on a presentation board for the meeting. We will also prepare a PowerPoint presentation illustrating the design and show photographs of similar improvements so that community members will fully understand the proposed design.
9. Community Meeting 3: We will present the preferred alternative to the community and lead / facilitate the discussion. Our goal will be to acquire a recommendation for approval from the Community and City representatives.
10. Preparation of Final Master Plan: Based on the last community meeting, we will further refine the preferred alternative. In preparation for the City of Oceanside approval process we will prepare additional illustrations that will include enlargements and further detail for various improvements. The plan and design illustrations will be colored and mounted for display. We anticipate including the following:
  - Existing and proposed improvements.
  - Park and recreational facilities clearly identified.
  - Community center facility clearly identified and detailed with floor plans and elevations.
  - Types of fencing, retaining and freestanding walls.
  - Courts and children's play areas well defined and detailed.
  - Pedestrian walkways and circulation.
  - Lighting concepts and fixture selection.



- A plant palette will indicate the botanical name, common name, percentage of quantity by size and the stated design function and purpose of each type of planting
  - Open space area defined.
  - Distinguish between shrubs/groundcovers or lawn areas and method of separation.
  - Signage.
  - Vehicle and pedestrian paved, unpaved areas, and types of paving.
  - Ideas and recommendations for public art.
  - Vicinity map, notes and legends keyed to each improvement.
  - If necessary other design concept boards will be included which illustrate certain design details or concepts.
  - Phasing recommendations.
11. Updated Estimate: A preliminary estimate of probable construction cost will be developed / updated.
12. Master Plan Report: The design team will prepare a master plan report in 8 1/2 x 11 format which will summarize the process and describe in detail the proposed improvements. A typical format for this report would include:
- Introduction
  - Existing Conditions
  - Preliminary Design Concepts
  - Park and Building Programming
  - Master plan including illustrations
  - Architectural concepts including floor plans elevations
  - Landscape Concepts including recommended plant materials list
  - Engineering Concepts including utility connections
  - Estimated Construction Costs
  - Phasing Recommendations
  - Summary of Master Plan Process
13. Park and Recreation Commission Hearing: We will present the Final Master Plan to the Park and Recreation Commission for discussion and approval.
14. City Council Hearing Presentation: We will present the Final Master Plan to the City Council for discussion and approval.
15. Final Preliminary Design Plans: Any refinements or revisions recommended by City of Oceanside Park and Recreation Commission or Council will be completed on the final plan



including update of probable construction cost estimate if necessary. This plan will be scanned and available in electronic format as well as hard copy.

#### F. REIMBURSABLE EXPENSES

Reproduction printing costs, delivery service fees, film and processing, and soil analysis fees shall be reimbursable at our net cost, plus a 15% coordination charge. Mileage in the interest of the Client will be charged at the current U.S. General Services Administration Privately Owned Vehicle (POV) Mileage Reimbursement Rates (presently \$.485 per mile).

#### PROPOSED FEES

<b>A.</b>	<b>Topographic Mapping</b>		<b>NC</b>
<b>B.</b>	<b>Information Gathering / Site and Building Analysis</b>		
	SDG	\$6,700.00	
	MOA	\$4,000.00	
	B & W	\$2,255.00	
	<b>Subtotal:</b>		<b>\$12,955.00</b>
<b>C.</b>	<b>Building Evaluation (If required)</b>		
	MOA	\$6,010.00	
	SWE	\$6,050.00	
	<b>Subtotal:</b>		<b>\$12,060.00</b>
<b>D.</b>	<b>Community Outreach</b>		
	SDG	\$6,400.00	
	MOA	\$5,852.00	
	<b>Subtotal:</b>		<b>\$12,252.00</b>
<b>E.</b>	<b>Preparation and presentation of Preliminary Master Plans</b>		
	SDG	\$42,400.00	
	MOA	\$31,135.00	
	LSW	\$2,300.00	
	B & W	\$3,190.00	
	<b>Subtotal:</b>		<b>\$79,025.00</b>
<b>F.</b>	<b>Reimbursable Expenses (Estimated):</b>		<b>\$3,000.00</b>
	<b>Grand Total:</b>		<b>\$119,292.00</b>



**ADDITIONAL AND HOURLY SERVICES**

Any additional services that may be required as a result of Client's prerogative or changes in the project scope, and which are outside the control of Schmidt Design Group, Inc., may be requested on a time and materials basis at the following rates.

**Schmidt Design Group, Inc.**

Principal Landscape Architect – Public Meetings and Facilitation	\$200.00/hr.
Principal Landscape Architect	165.00/hr.
Associate Landscape Architect/Head of Production	120.00/hr.
Senior Project Manager	100.00/hr.
Project Manager/Licensed Landscape Architect	85.00/hr.
Project Landscape Architect	75.00/hr.
Irrigation Designer	75.00/hr.
Assistant Landscape Architect	65.00/hr.
Landscape Architectural Drafter	60.00/hr.
Clerical/Typist	60.00/hr.

Consultant Fees will be at their standard hourly rates with a 15% coordination charge.

Thank you for your consideration. Please contact me with any questions you might have. We are looking forward to the opportunity of work with the City of Oceanside.

Sincerely,

Glen Schmidt, FASLA  
President, Schmidt Design Group, Inc.

# Joe Balderrama Park Design Concept Report & Master Plan

