



# City of Del Mar Agenda Report

TO: Honorable Mayor and City Councilmembers

FROM: Clem Brown, Assistant City Manager  
Ashlea Houston, Management Analyst  
Via Ashley Jones, City Manager

DATE: October 6, 2025

SUBJECT: Agreement with Schmidt Design Group for Shores Park Master Plan

## REQUESTED ACTION/RECOMMENDATION:

Staff recommends the City Council: 1) Approve a Professional Services Agreement with Schmidt Design Group for a one-year term ending October 5, 2026, with the option to extend the Agreement for an additional one-year period, to complete the Shores Park Master Plan in an amount up to \$171,405 (Attachment A); and 2) Authorize the City Manager to execute the Agreement.

## BACKGROUND:

On June 16, 2025, the City Council reinitiated the Shores Park master planning process after being on hold since 2019. At the meeting, staff reviewed the project's history and provided recommendations for next steps, which included the need to execute a new contract with the Schmidt Design Group (Schmidt) to complete the Master Plan (<https://www.delmar.ca.us/DocumentCenter/View/10053/06162025-Item-12---Resume-Shores-Park-Master-Planning>).

On September 8, 2025, the City Council reaffirmed the guiding principles and preferred park amenities for the Shores Park Master Plan, established the Shores Park Master Plan Ad-hoc Advisory Committee (Shores Committee) to advise on the completion of the Master Plan, and appointed Council Liaisons (Mayor Gaasterland and Councilmember Spelich) to the committee. The Council also directed staff to work with the consultant to evaluate options for a shared or separate off-leash dog area and potential relocation of the Alvarado House from its current location at the Fairgrounds into the updated design concepts for the Master Plan.

Staff explained that they would return to Council at an upcoming meeting with a revised scope of work and agreement with Schmidt to complete the Master Plan that incorporates this direction (<https://www.delmar.ca.us/DocumentCenter/View/10109/08082025-Item-9-Guiding-Principles-and-Preferred-Park-Amenities>).

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City Council Action:

**DISCUSSION/ANALYSIS:**

Schmidt Design Group has prepared a scope of work (Exhibit A to Attachment A) to complete Phase III - "Create" of the master planning process. Schmidt will utilize the original design team that completed the project's prior work between 2014 and 2019 before the project was deferred. This team will review all previous studies, community feedback, and Council direction to build on the goals established during the initial outreach and design phases.

Due to their prior work on the project and satisfactory performance, there is sufficient justification to exempt the agreement from public bidding requirements under Del Mar Municipal Code Section 7.04.090.V, Exemption from Bidding. Re-bidding completion of the Master Plan and potentially awarding an agreement to another firm puts the City at risk of duplicating prior work, inefficiencies, and incurring higher overall costs.

**Master Plan Alternatives**

Task 1 of the scope of work includes the development of master plan alternatives. As directed by Council on September 8, Schmidt will develop a total of three master plan alternatives that reflect the guiding principles, current site conditions, and preferred park amenities. Schmidt will develop concepts that include both shared and separate off-leash dog areas, and an alternative that incorporates the Alvarado House into the Shores Park site. Sub-consultant OBR Architecture (OBR) will also develop two options for the Del Mar Community Building located on the Shores property. The first option will show a modernized and expanded remodel of the existing building, whereas the second option will involve demolition and replacement with a new building.

The proposed master plan alternatives will be evaluated by a team of sub-consultants to estimate anticipated construction costs for the Master Plan. Leppert Engineering will prepare conceptual grading, utility plans, and preliminary earthwork calculations for the site. MPE Consulting will provide electrical engineering review to coordinate proposed electrical locations and infrastructure in the park alternatives and new building designs. OBR will review the site and building designs to provide architectural input. A rough order of magnitude construction cost estimate will be prepared for each of the three initial design alternatives, with park and building costs identified separately, to inform decisions for the final Master Plan design.

The three initial alternatives will be shared with staff and the Shores Committee to confirm the designs meet the project goals. Revisions will be made based on feedback provided by staff and the Shores Committee, and the three alternatives will then be developed into computer-rendered designs for City Council consideration.

**Final Master Plan**

In Task 2, Schmidt will create a preferred park Master Plan based on the direction provided by the City Council in Task 1. The final Master Plan will include an illustrative model of park amenities, site furnishings, lighting, a conceptual plant palette, and a design

statement. An image board and three 3D visual simulations will be prepared to clearly illustrate the proposed Shores Park space. A refined construction cost estimate will also be provided for the park and selected building alternative.

OBR Architecture will create a detailed floor plan, exterior 3D renderings, and colored elevations for the selected Del Mar Community Building design option. These renderings will be used in future fundraising efforts for the construction of the Community Building, which will be organized by the Del Mar Foundation and other local nonprofit organizations.

### **Meetings**

The proposed scope of work includes meetings with the Shores Committee, community building users, two City Council presentations, and multiple meetings with staff throughout the project. Schmidt and OBR will meet with the community building users at the initial design stage to gather information on their current and future needs for the building space. The meetings with the Shores Committee will be an important step to gather feedback from key stakeholder, including representatives from the Del Mar Community Building and Winston School, prior to Council consideration of the refined alternatives and final Master Plan design.

### **Optional Tasks**

Optional scope of work items include developing additional 3D illustrations, preparing a construction phasing strategy and Final Master Plan Report, and additional meetings if needed. The optional items and associated fees are included in the attached fee schedule (Exhibit A to Attachment A). The proposed agreement incorporates the base scope of work and optional task fees; however, staff will make recommendations to City Council on whether to complete the optional tasks during the master planning process.

Schmidt's proposed cost for the base scope of work described above is \$149,605, with optional tasks totaling \$21,800, for a total cost up to \$171,405 (Exhibit A to Attachment A).

### **FISCAL IMPACT:**

There is no fiscal action to be taken by the City Council associated with this item. Sufficient funds have been included in the approved Fiscal Year 2025-2026 Operating and Capital Budget to cover the up to \$171,405 in costs to complete the Shores Park Master Plan.

### **ATTACHMENTS:**

Attachment A – Agreement with Schmidt Design Group  
Exhibit A to Attachment A – Scope of Work and Fee Schedule

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DEL MAR AND SCHMIDT DESIGN GROUP  
FOR PREPARATION OF THE SHORES PARK MASTER PLAN**

This Professional Services Agreement (“Agreement”) is made and entered into this 6th day of October, 2025 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and Schmidt Design Group, Inc. (“Consultant”) (collectively “Parties”).

**WHEREAS**, the City desires to employ a consultant to provide landscape architectural services for preparation of the Shores Park Master Plan (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

**WHEREAS**, the City has initially determined that Consultant is qualified by experience and ability to perform the services desired by City, and Consultant is willing to perform such services; and

**WHEREAS**, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

**NOW, THEREFORE**, the Parties hereto mutually covenant and agree with each other as follows:

**1. CONSULTING SERVICES.**

**1.1 Scope of Services.** The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein. Such services shall be provided at the direction of the City.

**1.2. Designated Point of Contact.** City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services. Prior to the start of services, each Party shall identify for the other a designated point of contact for administration and oversight of the services to be provided under this Agreement, with notification of any change to the point of contact within thirty (30) days.

**1.3. City Modification of Scope of Services.** City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

**2. DURATION OF AGREEMENT.**

**2.1 Term, Time for Performance.** This Agreement shall be effective for a period of one (1) year beginning on October 6, 2025 and ending on October 5, 2026. The Agreement may be extended for an additional one-year period upon agreement by both Parties. Such extension, if any, will be evidenced by a written amendment to this Agreement.

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

**2.2 Delay.** Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

**2.3 City's Right to Terminate for Default.** Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

**2.4 City's Right to Terminate without Cause.** Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

**3. 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.

#### **4. COMPENSATION.**

**4.1 Total Amount.** Compensation to Consultant shall be provided at the rates described in the Cost Summary contained in **Exhibit "A."** Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

**4.2 Additional Services.** City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, Compensation therefore shall be paid to the Consultant in accordance with the Fee Schedule contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

**5. INDEPENDENT CONTRACTOR.** Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled

to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**6. STATEMENT OF EXPERIENCE.** Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, 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.

**7. AUDIT OF RECORDS.**

**7.1** At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

**7.2** The Consultant shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

**8. CONFIDENTIALITY.** All Consulting services performed by Consultant, including, but not limited to, all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the City, (b) subsequently becomes publicly known through no act or omission of Consultant or (c) otherwise becomes known to Consultant other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Consultant or subcontractors.

**9. CONFLICTS OF INTEREST.**

**9.1** Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code § 87103. Consultant represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

**9.2** Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

**9.3** If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

**10. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

## **11. INSURANCE**

**11.1** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

**11.2** Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

**11.3 Types and Amounts Required.** Consultant shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

**11.3.1 Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$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. All defense costs shall be outside the limits of the policy.

**11.3.2 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 **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**11.3.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The 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.

**11.3.4 Consulting Liability.** Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The 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. All defense costs shall be outside the limits of the policy.

**11.4 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the Consultant and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**11.5 Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**11.5.1** The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

**11.5.2** The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

**11.6 Verification of Coverage.** Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **12. DEFENSE AND INDEMNIFICATION.**

**12.1 Indemnity for Professional Liability.** Except for the sole negligence or willful misconduct of City, 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, employees, representatives and their successors and assigns from

and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of Consultant in the performance of the professional services under this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, Consultant's defense obligations shall not exceed its proportionate percentage of fault, except as set forth in section 2782.8 of the Civil Code, as amended by Senate Bill 496.

**12.2 Indemnity for Other than Professional Liability.** With respect to operations other than the performance of the professional services under this Agreement, Consultant agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

**12.3** 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.

**12.4** Consultant agrees that its duty to defend 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.

### **13. SUBCONTRACTORS.**

**13.1** The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

**13.2** All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

**13.3** In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The

Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

**14. NON-DISCRIMINATION.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

**15. NOTICES.** All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

If to City:  
City of Del Mar  
City Clerk  
1050 Camino del Mar  
Del Mar, CA 92014  
[cityclerk@delmar.ca.us](mailto:cityclerk@delmar.ca.us)

If to Consultant:  
Schmidt Design Group, Inc.  
Glen Schmidt  
1310 Rosecrans Street, Suite G  
San Diego, CA 92106  
[GSchmidt@schmidt-design.com](mailto:GSchmidt@schmidt-design.com)

**16 ASSIGNABILITY.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

**17. RESPONSIBILITY FOR EQUIPMENT.** City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by City. The acceptance or use of any such equipment by Consultant, Consultant's employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**18. CALIFORNIA LAW; VENUE/MISC.** This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

**19. COMPLIANCE WITH LAWS.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

**20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986.** Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

**21. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

**22. AMENDMENTS.** This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

**23. NO WAIVER.** No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**24. SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

**25. DRAFTING AMBIGUITIES.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**26. LEGAL FEES.** In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

**27. CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**28. EXHIBITS INCORPORATED.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**29. SIGNING AUTHORITY.** The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

**CITY OF DEL MAR,**  
a municipal corporation

**SCHMIDT DESIGN GROUP,**  
a California corporation

By: \_\_\_\_\_  
Ashley Jones, City Manager

By: \_\_\_\_\_  
Glen Schmidt, Principal

ATTEST:

\_\_\_\_\_  
Sarah Krietor, Administrative Services  
Manager/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie E. Devaney, City Attorney



## SCHMIDT DESIGN GROUP

September 24, 2025

Clem Brown | Assistant City Manager  
City of Del Mar  
1050 Camino del Mar, Del Mar, CA 92014

### RE: Landscape Architectural Services for Shores Park Master Planning

Dear Clem,

Thank you for the opportunity to provide the following proposal for restarting the design process for Shores Park in Del Mar. The scope of work includes design services for the concept design phase, as defined below.

We have assigned the same talented staff from our previous work prior to suspension of the project back in 2018. The original community outreach and design effort included several phases: Discover, Explore, Envision, and Create. We will re-engage in the "Create" Phase moving directly to alternatives and a final master plan document.

#### TEAM

- Architecture, OBR
- Civil Engineering, Leppert Engineering
- Electrical Engineering, MPE

#### SCOPE OF SERVICES - 'CREATE' PHASE

##### Task 1 – Master Plan Alternatives

1. Due Diligence: The design team will review our previous studies, notes, presentations, and community feedback to build on the ideas and goals established during the initial outreach and design phase.
2. Kick-off Meeting: Schmidt Design Group (SDG) and OBR Architecture (OBR) will attend a kick-off meeting with City staff to refine the project goals and objectives. See Meetings, Task 3 below.
3. Park Program: SDG will share an anticipated program list for three (3) alternatives. We anticipate that the 3 alternatives will include the following:
  - Alt 1 - Joint-use athletic field and dog park
  - Alt 2 - Separate athletic field and dog park
  - Alt 3 - Scheme that includes the Alvarado House, likely with a joint use field and dog park.
 OBR will provide the anticipated program list for the community building (see OBR scope of work below). We anticipate that park and building program elements will be defined by City staff based on previous studies and Council direction, and will include feasibility evaluation of relocating the Alvarado House to the park site.
4. Loose Draft Master Plan Alternatives: The team will develop a series of three (3) loosely sketched master plan alternatives that reflect the community's vision and the modified program elements. Each alternative will explore potential program arrangement and



- preliminary grading strategies. The alternatives will be illustrative in nature, and color rendered. OBR architects will share alternatives for the community building direction in a similarly loose style (see OBR scope of work below). We will share these first alternatives for City staff to confirm the designs meet the project goals.
5. Draft Master Plan Alternatives: Based on review and feedback on the loose alternatives, SDG will prepare three (3) alternatives for the park. The plans will be computer rendered for sharing with the public at large, the Ad Hoc Committee, and City Council.
  6. Consultant Reviews: Each alternative will be studied by our consultant team:
    - Architect, OBR will review the site design and provide input.
    - Civil Engineer, Leppert Engineering will prepare conceptual grading, on-site utility plans, and preliminary earthwork calculations.
    - Electrical Engineer, MPE will review the existing electrical system and electrical utilities and lighting, assess if they can be salvaged or need to be replaced.Team feedback and consulting will assist in estimating anticipated construction costs.
  7. Precedent Image Boards: Precedent image boards will be prepared. The boards will contain design, program, and material imagery to further reinforce the vision of each master plan alternative.
  8. **OPTIONAL** Simulations of Alternatives: If requested, SDG will provide graphic simulations of each of the three (3) park design alternatives, once it is determined that the plans meet the needs of staff and stakeholders, simulations will be prepared. One (1) 3D visual simulation would be provided for each of the three (3) plan alternatives.
  9. Architectural Design: OBR will provide the following alternatives for the community building. Scheme 1 will include addition to, or modernization of, the existing structure. Scheme 2 will include demolition and replacement with a new structure.
    - Initial space plans, program spreadsheets, inspiration imagery and preliminary floor plans and preliminary elevations to assist the Ad hoc Committee and Council select one scheme to move forward.
    - As deemed appropriate by City staff, OBR will meet with the building user group to understand their current and future needs.
  10. Estimate of Probable Cost: A rough order of magnitude construction cost estimate will be provided for each park and building alternative.

## Task 2 – Final Master Plan

1. Final Master Plan: We anticipate that the City will provide direction for the preferred park master plan that may include a recommendation to move forward with one alternative, or with a final alternative that uses a combination of features. The plan will be illustrative in nature, computer rendered, and will include park amenities, site furnishings, lighting, a conceptual plant palette, and a design statement.
2. Consultant Reviews: The final Master Plan will be studied by our consultant team:
  - Architect, OBR will review the site design and provide input.
  - Civil Engineer, Leppert Engineering will prepare conceptual grading, on-site utility plans, and preliminary earthwork calculations.



- Electrical Engineer, MPE will coordinate locations of new proposed electrical with new building layout, estimate service size and location of new gear, provide park lighting locations, with specifications that meet the City lighting ordinance and meet the required footcandles to the IES standard light levels.  
Team feedback and consulting will assist in estimating anticipated construction costs.
- 3. Precedent Image Boards: Precedent image boards will be prepared for the final master plan. The boards will contain design, program, and material imagery which further reinforce the vision of the master plan.
- 4. Simulations: A 3D visual simulation will be prepared for the Final Master Plan. This graphic will be 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 simulation will be in a high-resolution format and suitable for use by the City in press releases and promotional materials.
- 5. Architectural Design: We anticipate that the City will select one scheme to move forward. Based on the feedback received, OBR will further progress the selected scheme to include more detailed floor plans, exterior 3D renderings, and colored elevations.
- 6. Estimate of Probable Cost: The rough order of magnitude construction cost estimate will be provided for the park and building improvements.
- 7. Final Master Plan Submittal: Based on City feedback, the design team will provide one round of minor revisions to the final illustrative site plan.
- 8. **OPTIONAL** Phasing Strategy: If requested, the design team will develop a phasing strategy for the park improvements and building based on the City and Community's prioritization of the park program.
- 9. **OPTIONAL** Final Master Plan Report: If requested, we will prepare an illustrative report will be prepared. This document will articulate the robust community engagement process, document the master plan alternatives, and the final master plan and supporting exhibits.

### Task 3 – Meetings

Meetings are anticipated as follows, and as noted above.

1. Stakeholder Meeting (total of 1): As deemed appropriate by City staff, SDG & OBR will meet with the community building user group to understand their current and future needs.
2. Ad Hoc Committee Presentations (total of 2): The design team will meet with the Ad Hoc Committee at key points during the design process. A PowerPoint presentation will be prepared to illustrate the design process and final solutions.
3. City Council Presentations (total of 2): The design team will meet with City Council to present the draft alternatives and final master plan. A PowerPoint presentation will be prepared to illustrate the design process and final solutions.



4. City Staff Meetings (total of 12): We will meet with City staff for 12 in person and remote meetings during the course of the anticipated work.
5. **OPTIONAL Meetings:** If requested, we will be available to prepare & participate in additional meetings/presentations. We included an hourly time & materials allowance not to exceed \$5,000 for additional meetings.

### COST SUMMARY

Task 1 - Master Plan Alternatives (Lump Sum)	
SDG	\$23,000.00
Architect (OBR)	\$17,050.00
Civil (Leppert)	\$18,590.00
Electrical (MPE)	\$6,270.00
<b>Total</b>	<b>\$64,910.00</b>
Task 2 - Final Master Plan (Lump Sum)	
SDG	\$29,000.00
Architect (OBR)	\$26,950.00
Civil (Leppert)	\$4,565.00
Electrical (MPE)	\$4,180.00
<b>Total</b>	<b>\$64,695.00</b>
Task 3 - Meetings (Hourly T&M)	
SDG	\$13,500.00
Architect (OBR)	\$5,500.00
<b>Total</b>	<b>\$19,000.00</b>
Reimbursable Expenses (Allowance)	\$1,000.00
<b>TOTAL</b>	<b>\$149,605.00</b>

### OPTIONAL TASK COST SUMMARY

Optional 3D Illustrations During Task 1 (3 Alternatives) (LS)	\$7,000.00
Optional Phasing Strategy (Lump Sum)	\$4,200.00
Optional Final Master Plan Report (Lump Sum)	\$5,600.00
Optional Additional Meetings (Hourly T&M)	\$5,000.00

### PROJECT ASSUMPTIONS AND EXCLUSIONS

This proposal has been prepared with the following assumptions and exclusions:

- A. Construction documents, precise grading, drainage, electrical, and structural plans are not included.
- B. Designing to LEED or SITES standards and/or associated documentation are excluded.
- C. Permit processing and entitlement approvals (i.e. site development permit, planned development permit, etc.), not included.
- D. Additional submittals not specifically outlined in this scope of work will be considered additional services.
- E. Structural engineering and waterproofing services for site structures, walls, etc. are excluded.
- F. Environmental documentation is excluded.
- G. The creation of existing condition/irrigation as-built plans is excluded.
- H. Preparation of operations & maintenance budget is not included.



- I. Scope related to the Alvarado House is anticipated to be high-level feasibility. This scope does not include cost construction cost estimates for restoring and moving the Alvarado House or detailed architectural design.

**FEE AND PAYMENT SCHEDULE**

Fees will be charged for technical work, consultation, and additional services. Charges will be made for typing, as in the preparation of reports, and for time and costs of printing. No direct charges will be made for normal secretarial service, office management, or general accounting; these items are included in overhead.

**ADDITIONAL AND HOURLY SERVICES**

**Hourly Rates**

Principal Landscape Architect/President.....	\$300/hour
Principal Landscape Architect/Partner.....	\$250/hour
Principal/Studio Director.....	\$225/hour
Associate Landscape Architect.....	\$175/hour
Senior Project Manager/Licensed Landscape Architect/Certified Arborist.....	\$155/hour
Project Manager.....	\$140/hour
Senior Landscape Designer.....	\$125/hour
Landscape Designer.....	\$110/hour
Clerical/Typist.....	\$85/hour

**Reimbursable Expenses**

Reimbursable expenses such as reproduction printing, delivery service, soils testing, permits, parking, project specific supplies, etc., will be marked up by 10%. In-house plotting will be charged per square-foot at the following rates: bond \$2.00 per square-foot, vellum \$3.00 per square-foot, mylar \$4.00 per square-foot, and color \$5.00 per square-foot. In-house color laser prints will be charged at \$.50 for letter size, \$.75 for legal size, and \$1.00 for ledger size.

**Sub-consultants**

Expenses for consultants employed by Schmidt Design Group, Inc. will be marked up by 10%.

**Mileage**

Mileage in the interest of the client will be charged at the current U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates.

**Travel**

Time spent in travel in the interest of the client will be charged at hourly rates. A minimum of one hour will be charged for any site visit. No more than eight (8) hours of travel time will be charged in any one day. Subsistence will be charged when it is necessary for personnel to be away from the office overnight.

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

Very truly yours,

Glen Schmidt, FASLA  
Principal  
Schmidt Design Group, Inc.

September 24, 2025