



SUBMITTAL TO THE BOARD OF DIRECTORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



732

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
January 5, 2010

SUBJECT: Rancho Jurupa Park Phase 3 Improvement Project Design Agreement – District II

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes the attached Agreement for Consulting Services between the Riverside County Regional Park and Open-Space District (Park District) and Schmidt Design Group, San Diego, California for design work for the Phase 3 improvements at Rancho Jurupa Park; and
2. Authorizes the Chairperson to execute five (5) copies of the Agreement and directs the Clerk of the Board to return four (4) copies of the Agreement to the Park District for transmittal.

BACKGROUND: On November 3, 2009, the Park District solicited bids from qualified landscape architecture firms to provide design work at the Park District's Rancho Jurupa Park Area facility. Six firms responded with proposals, of which five were found to be responsive. All responsive proposals were evaluated in conformance with County Policy H-7, and interviews were held. The firm of Schmidt Design Group was chosen based on its understanding and approach to the project, experience, and project personnel.

SL/mg
752-RJU Consulting Services for Design Phase 3

Scott Bangle, General Manager

FINANCIAL DATA

Current F.Y. Total Cost: \$144,133
Current F.Y. Net County Cost: \$ -0-
Annual Net County Cost: \$ -0-

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2009-10

SOURCE OF FUNDS: West County Regional Parks DIF and 2002 Resources Bond Act Per Capita Funds

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Buster, seconded by Commissioner Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 26, 2010
xc: Parks

Kecia Harper-Ihem
Clerk of the Board

Deputy

Prev. Agn. Ref.: 6/30/09, 13.3

District: II

Agenda Number:

ATTACHMENTS FILED

13.2

FORM APPROVED COUNTY COUNSEL
BY:
LARISSA R-MCKENNA
DATE: 1/7/10
Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

AGREEMENT FOR CONSULTING SERVICES

with the

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

The Riverside County Regional Park and Open-Space District, herein called "DISTRICT" and Schmidt Design Group, herein called "CONSULTANT", mutually agree as follows:

I. DESCRIPTION

The CONSULTANT shall render services to the DISTRICT as described in this Agreement for the "project" described as follows:

Consultant Design Services for Phase 3 Improvements at Rancho Jurupa Park of the Riverside County Regional Park & Open-Space District, Riverside County, State of California

The following documents are incorporated into and made part of this Agreement:

Exhibit A: CONSULTANT Fees.

Exhibit B: CONSULTANT Proposal.

Exhibit C: DISTRICT Request for Qualifications (RFQ) #PKARC 083 (Not attached)

Exhibit D: Period of Performance.

In the event of a conflict between the terms of the documents made part of this Agreement, the following apply: The terms of this Agreement shall take precedence over the Exhibits. Exhibits A, C & D shall take precedence over Exhibit B.

II. CONSULTANT'S SERVICES

The CONSULTANT shall render the following services and usual related services. Scope of services shall be agreed upon in writing prior to commencement of the project.

A. Design and Engineering Services:

The CONSULTANT shall assign a project manager to the project. The same project manager shall manage the project from its inception to completion. The work will proceed in the following order:

1. Survey Work and Calculations

The DISTRICT will provide the CONSULTANT with a set of the plans and specifications for the Phase 2 project. This set of plans will detail the location of existing utilities and other existing features. The CONSULTANT will review this information and will have access to the survey information, soils testing information and other information as necessary.

The CONSULTANT shall inspect the site and the surrounding area.

CONSULTANT shall meet with Rancho Jurupa Park (Park) staff and learn about the current usage of the Park and what the staff believes to be the highest priority needs.

CONSULTANT shall familiarize themselves with the recently-completed set of improvements and will integrate the new improvements under Phase 3 so that there is a seamless coordination between the two (2) sets of improvements.

2. Design

a) Site Plan Design:

The CONSULTANT shall create a preliminary site plan for DISTRICT review showing the various elements of this project as they relate to the overall layout of the park. Elements of the project, such as the boulder play area and the cabins, will be specified. The DISTRICT will approve or ask for revisions to the site plan and specified elements and respond in writing. The site plan and specified elements will be revised, as necessary, by the CONSULTANT. The CONSULTANT will present the revised site plan and elements to the DISTRICT a second time for final approval. Final approval and comments will be given to the CONSULTANT by the DISTRICT in writing.

The CONSULTANT will provide (1) copy of the final, revised site plan in color, labeled and mounted on foam core for DISTRICT use.

The CONSULTANT should anticipate one (1) meetings for this portion of the project.

b) Final Site Plan Design and Building Costs:

Upon approval of the preliminary site plan and elements, the CONSULTANT shall develop a final site plan showing the entire area where improvements will be made and a final list of specific elements.

Plans for each of the new site features (not previously part of the Phase 2 project) shall be drawn. A site plan showing the connection of the rental cabins to the available nearby electrical pull box will be drawn.

Outline specifications shall be created to fix and illustrate the size and character of the project, including applicable essentials such as kind and quality of materials, type of structures, mechanical, electrical and sanitary systems and other fundamental information.

The CONSULTANT shall have a detailed cost estimate prepared for all categories of work by a sub-consultant, professional cost estimator. In addition, the CONSULTANT will price out all of the categories of cost that the cost estimator typically does not include such as permitting fees, utility connection fees, and any and all other costs so that the DISTRICT gets a complete cost estimate.

The CONSULTANT shall address requirements of all agencies with jurisdiction over the project and utility connections involved in this project. CONSULTANT shall describe, in writing what steps are involved in getting project approved for construction including the submittal of project through building departments, health departments, fire departments, water boards and any and all other departments or agencies of relevance.

The CONSULTANT shall also prepare an estimated time schedule for the design and construction phases of the project.

The CONSULTANT will present the final site plan, feature plans, outline specifications, cost estimate and schedule to the DISTRICT. CONSULTANT should expect some revisions and to resubmit the documents once. Final approval will be given to the CONSULTANT by the DISTRICT in writing.

The CONSULTANT should anticipate two (2) meetings for this portion of the project.

3. Construction Documents

The construction documents shall be prepared to industry standards and shall include drawings and specifications. They shall contain all required site plans, underground utility site plans, plans, profiles, sections and details to describe the work clearly and completely and reference the work to applicable standards and codes.

The contents of the construction documents are to be satisfactory to all governing agencies from whom approvals are needed. **The CONSULTANT shall have sole responsibility for submitting and securing approvals from governing agencies.**

Identification of all governing agencies having jurisdiction over the project, and applying to them for permits, will be the responsibility of the CONSULTANT. The CONSULTANT shall communicate with all governing agencies in the early stages of the project so the CONSULTANT can determine all requirements relating to the project. The CONSULTANT will alert the DISTRICT of the requirement for any lengthy and/or expensive reports and studies, well in advance of the need for their completion, so that schedule and funding impact may be understood, clearly, by the DISTRICT early in the project.

Once the construction documents reach 90% completion they shall be presented, with the 90% cost estimate, to the DISTRICT for review and approval. Approval shall be in writing. Upon receipt of this approval, CONSULTANT may complete the construction documents.

CONSULTANT will submit to all governing agencies at 90% completion of construction documents.

CONSULTANT shall submit 90% construction documents to DISTRICT for bidding

purposes.

CONSULTANT shall submit bid addenda with final construction documents.

Complete construction documents are documents that have all necessary government agency approvals and are ready for bid.

Once the construction documents are complete they shall be delivered to the DISTRICT per "5. Miscellaneous Provisions" below.

4. Cost Estimates

Two (2) cost estimates shall be provided for the project. The first cost estimate will be delivered at the "Final Site Plan and Building Costs" stage and may be done in-house. The second cost estimate will be performed by a professional cost estimation sub-consultant when construction documents reach 90% completion.

5. Miscellaneous Provisions

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a compact disc (CD) in AutoCAD 2000, or compatible computer-aided drafting software, to the DISTRICT. The CONSULTANT shall also supply electronic files of construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the Consultant in Microsoft Word in the format determined by the District. A sample of District format will be provided to the Consultant. Font style, font size and format of specifications shall conform with District's sample.

The DISTRICT will provide front end bid documents and the General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT and one (1) electronic copy on a CD. The CONSULTANT shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

6. Exclusions

Services excluded from engineering services are site surveying and soils testing. These services will be provided by the DISTRICT.

B. **Bidding and Construction Administration Services:**

During the bidding phase, the CONSULTANT shall be available to furnish clarifications, details, consultation, and to provide advice to the DISTRICT to ensure proper bidding of

the project. In addition, the CONSULTANT shall attend the "Pre-Bid" Conference with the contractors to be held at the project site.

The CONSULTANT shall attend the bid opening, review all bids and make a recommendation to the DISTRICT regarding the lowest responsible bidder.

During the course of construction, the CONSULTANT shall be available to furnish plan clarifications, details, and consultation to the DISTRICT, and shall review and approve shop drawings/submissions. The CONSULTANT shall provide advice to the DISTRICT to ensure proper completion of all work.

The CONSULTANT shall attend the "pre-construction" conference. The CONSULTANT shall make inspections as requested by the DISTRICT, but no more than once per week.

C. Not-to-exceed Fee:

A not-to-exceed fee is interpreted as the ceiling given on a project where hourly fees will be assessed, but only up to the not-to-exceed amount. If further work is needed or requested by the DISTRICT, written approval to go over the not-to-exceed figure must be given by the DISTRICT. The not-to-exceed figure is the CONSULTANT's best, educated estimate of what a project should cost. It is used by the DISTRICT for budgetary purposes.

Additional fee will be approved only when the CONSULTANT demonstrates that the scope of work for a project has been enlarged beyond what was originally described in the original project scope.

All printing costs and other costs associated with advertising the project for construction bids will be paid by the DISTRICT.

III. EXTRA WORK

Extra work shall be performed only when requested or approved by the DISTRICT in advance and in writing. The CONSULTANT will provide an estimated cost of the extra services before agreement is signed by the CONSULTANT and the DISTRICT. Extra work shall include, but not be limited to:

- A. Making special surveys and special analysis of the DISTRICT's needs to clarify requirements of the project when requested by the DISTRICT.
- B. Making measured drawings of existing construction when required for planning additional construction.
- C. Revising drawings and specifications previously approved by the Board of Directors.
- D. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.
- E. Arranging for the work to proceed should the CONSULTANT default due to delinquency or insolvency.

- F. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts, if requested by the DISTRICT.
- G. Preparing plans or specifications for correction of defects of construction discovered after completion, or letting contracts of supervising construction for such correction; preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties, so long as this is not the responsibility of the CONSULTANT.

IV. CONSULTANT'S COMPENSATION

A. Determination of Amount

- 1. For the services described above, the DISTRICT shall pay to the CONSULTANT, the fees described in Exhibit A as full payment for all services under this Agreement, including all costs or expenses incurred by the CONSULTANT.
- 2. For extra work performed by the CONSULTANT, the DISTRICT shall pay to the CONSULTANT according to the hourly rates submitted by the CONSULTANT in response to the RFQ Proposal Fee Form, provided that the performance of said extra work has been requested and approved by the DISTRICT in writing, and after receipt of a written estimate from the CONSULTANT.
- 3. The CONSULTANT shall be responsible for all its costs and expenses related to the performance of its service under this Agreement.

B. Payment

- 1. Not-To-Exceed Fees: The DISTRICT shall pay the CONSULTANT, upon submission of an invoice, monthly, and per the Proposal Fee Form after the performance of the work. The extent of the services completed by the CONSULTANT will be verified by the DISTRICT prior to processing any payment.

V. DUTIES OF CONSULTANT

- A. The CONSULTANT's services shall be performed in such a manner and form that will secure approval of any local, state or federal agency having jurisdiction over the work. The CONSULTANT is responsible to procure all agency approvals. The CONSULTANT shall furnish all engineering information and data necessary to meet the requirements of such agencies and as needed by the DISTRICT to secure financing.
- B. The CONSULTANT shall employ or engage all sub-consultants or other persons necessary to enable the CONSULTANT to perform the services under this Agreement, and the CONSULTANT shall be responsible for their compensation.
- C. The CONSULTANT shall obtain and maintain during the term of performance of this Agreement such Worker's Compensation insurance as required by law.
- D. The CONSULTANT shall obtain and maintain insurance as follows:

Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the

DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

1. **Workers' Compensation:**
If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
2. **Commercial General Liability:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
3. **Vehicle Liability:**
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
4. **Professional Liability Insurance:**
CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONSULTANT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the DISTRICT, and at the election of the Country's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
4. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be construed as primary insurance, and the DISTRICT or the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT

reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
8. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

VI. DUTIES OF THE DISTRICT

- A. The DISTRICT shall make available to the CONSULTANT all pertinent information which it has relating to the purpose and use of the project.
- B. The DISTRICT shall furnish the CONSULTANT with a site survey of the property or arrange with the CONSULTANT to have a site survey produced, upon which the project is located if requested by the CONSULTANT and required for the work. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys and such other similar items as are requested in advance by the CONSULTANT.
- C. The DISTRICT shall pay a licensed geotechnical and soils testing firm to perform all necessary soils testing requested by the CONSULTANT and furnish CONSULTANT with a copy of the soils testing results.
- D. The DISTRICT shall pay a licensed testing and abatement contractor to test for hazardous materials and abate them as necessary upon request of CONSULTANT.
- E. The DISTRICT shall pay all plan check fees required by any local, state or federal agency. The DISTRICT shall also pay all required permitting fees for any local, state or federal agency.
- F. The DISTRICT shall provide and pay for a separate construction inspector who shall work under the supervision of the DISTRICT if it is determined appropriate and necessary by the DISTRICT.
- G. The DISTRICT shall promptly consider and act upon written requests or recommendations of the CONSULTANT including requests for information or services needed by the CONSULTANT to proceed with the Work.

VII. DOCUMENTS

All completed documents, including but not limited to plans and specifications, prepared by the CONSULTANT shall be the property of the DISTRICT.

The CONSULTANT shall provide four (4) copies of the Site Assessment report and four (4) copies of the Preliminary Site Design drawing.

The CONSULTANT shall provide four (4) full-sized sets of signed, and sealed, bond copies of the 100% complete construction drawings and one (1) electronic copy of the construction drawings on a CD in AutoCAD 2000, or compatible computer-aided drafting software, to the DISTRICT. The CONSULTANT shall also supply electronic files of the construction drawings to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs for additional sets for DISTRICT use thereafter.

Technical specifications shall be provided by the CONSULTANT in Microsoft Word in the format determined by the DISTRICT in the RFQ.

The DISTRICT will provide front end bid documents and the General Conditions. See "Exhibit C" for sample General Conditions.

Four (4) hard copies of the technical specifications shall be submitted to the DISTRICT and one (1) electronic copy on a CD. The CONSULTANT shall supply electronic files of the technical specifications to the DISTRICT designated reproduction company. The DISTRICT will bear reproduction costs thereafter for further copies of specifications for DISTRICT use.

VIII. LIABILITY AND INDEMNIFICATION

The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

- A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and
- B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, or caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth

herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the DISTRICT or the County to the fullest extent allowed by law.

IX. TERMINATION

Either party may terminate and cancel this Agreement for cause, after fifteen (15) days written notice to the other, for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement.

Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

If the termination as herein provided is for other than default or delay of the CONSULTANT, the CONSULTANT shall be paid pursuant to this Agreement for its service on each completed section, and for any section in such proportion as the service actually performed bears to the total service which would be required for the completion of such section and no further compensation shall be paid to the CONSULTANT. If the termination is for default or delay of the CONSULTANT, it shall be paid on a similar basis less actual damages suffered by the DISTRICT as a result.

X. MISCELLANEOUS PROVISIONS

- A. Section and Sub-Section Approvals: Written approval by the DISTRICT for any phase of the CONSULTANT's services under this Agreement shall be considered as authorization to the CONSULTANT to proceed with the next successive phase, unless the DISTRICT otherwise specifies.
- B. Project Segregation: Unless otherwise required by the DISTRICT prior to the commencement of services, the drawings, specifications and other documents shall be prepared so that all of the Work on the project may be executed under a single construction contract.

If the DISTRICT and the CONSULTANT decide to phase the project or have additive or deductive alternates, reasonably segregatable portions of the project will be identified as alternates or for omission from the Work. In that event the CONSULTANT shall not be entitled to any extra compensation for such service.

If the decision to phase the project or have additive or deductive alternates occurs after the commencement of services, the CONSULTANT will be entitled to extra compensation. The amount will be based on the actual amount of work completed when the decision was made and will be agreed to by both the DISTRICT and the CONSULTANT.

In the event that phasing or alternates are used and separate construction contracts will be needed or additional work on the part of the CONSULTANT is needed, the DISTRICT and the CONSULTANT shall, in writing, agree in advance of the performance of this work on the nature and extent thereof and the amount of additional compensation, if any, to be paid to the CONSULTANT

- C. Assignment: This Agreement shall not be assignable, in full or in part, by the CONSULTANT without prior written consent of the DISTRICT.
- D. DISTRICT's Representative: The General Manager of the Riverside County Regional Park & Open-Space District, 4600 Crestmore Road, Riverside, CA 92509, or designated staff member shall represent the DISTRICT in all discussions and/or conferences with the CONSULTANT and other County departments and agencies not requiring the actions of the DISTRICT's governing body. A written summary of conclusions reached at any such conference may be required of the CONSULTANT by the DISTRICT's representative.
- E. Notices: Any notice or communication under this Agreement shall be transmitted to the parties at the addresses shown under the signature lines of this Agreement.
- F. Mediations: Any claim, dispute or other matter in question arising out of, or related to, this Agreement shall be subject to mediation prior to the institution of legal or equitable proceedings by either party.
- G. Release of Information to the Public: The CONSULTANT shall consider all information regarding the proposed project as confidential information. Any request for information from others shall be directed to the DISTRICT. This provision shall not apply if maintaining confidentiality would violate the law; create the risk of significant harm to the public; and/or prevent the CONSULTANT from establishing or defending a claim.
- H. Time of Completion: The CONSULTANT acknowledges and accepts the DISTRICT's Schedule **Exhibit D**. The CONSULTANT and the DISTRICT shall establish milestones for all portions of the work. The mutually established dates shall be firmly maintained. The CONSULTANT shall confirm and update schedules as necessary and as described in the RFQ.
- I. Governing Law: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.
- J. Independent Consultant: The CONSULTANT is, for purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that

CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- K. COMPLIANCE: The CONSULTANT warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The CONSULTANT further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.
- L. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- M. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall deem to be merged herein. Any modifications to the terms of this Agreement shall be in writing and incorporated herein and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Owner

Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

By: Marion Ashley
MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

Dated: JAN 26 2010

Attest:

Clerk of the Board

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

By: _____

Dated: JAN 26 2010

Consultant

Schmidt Design Group, Inc.
2655 Fourth Ave.
San Diego, CA 92103

By: [Signature]
Glen Schmidt, FASLA
Principal

Dated: 1/4/2010

Schmidt Design Group, Inc. acknowledges that they are in receipt of Exhibit C "Request for Qualifications #PKARC 083"

By: [Signature]
Glen Schmidt, FASLA
Principal

Dated: 1/4/2010

Exhibit A (page 1 of 3)

**Proposal Form and Fee Schedule
Rancho Jurupa Park Phase 3 Improvements
Consultant Design and Master Planning Services Project**

Name of Firm submitting this proposal:

Schmidt Design Group Inc.

Date: **December 9, 2009**

The consultant/contractor undersigned having carefully read and examined the entire Request for Proposal document, and any addendum issued, reviewed any reference material available, and having carefully examined the site for the proposed project and related work, hereby proposes and agrees to furnish all design/architectural services, including; labor, material, equipment, transportation, tools and other necessary items to do and complete all the work requested for the project as set forth in the Request for Proposal for the lump sum price(s) shown on this proposal.

The consultant is advised that this project must be under actual construction **by June 2010**.

The costs (each of the services to be provided) are to be based on a not-to-exceed lump sum basis, including all applicable taxes.

Exhibit A (page 2 of 3)

PROPOSAL FEE FORM

Item	Proposal Price
A. Design and Engineering Services	
1. Survey Work and Calculations	<u>\$6,643.50</u>
2. Design	<u>\$26,569.00</u>
B. Construction Documents	
1. Drawings	<u>\$69,993.50</u>
2. Technical Specifications	<u>\$6,291.00</u>
3. Cost Estimation	<u>\$2,780.50</u>
C. Bidding & Construction Admin Services	<u>\$31,855.50</u>
SDG - 17 meetings and/or site visits	
DUDEK - 2 meetings and/or site visits	
REEDCORP - 2 meetings and/or site visits	
TOTAL COST FOR THIS PROJECT	<u>\$ 144,133.00</u>
	(In Numbers)

One hundred forty four thousand, one hundred thirty three **Dollars**
(In Words)

Consultant shall attach an hourly rate sheet to this form for use for extra services, if there is a need.

Exhibit A (page 3 of 3)

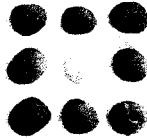
Clarifications to Agreement for Consulting Services:

- On page 2, paragraph six, change to one (1) meeting.
- On page 3, paragraph four, change to two (2) meetings.
- On page 3, under item 3. Construction Documents, omit paragraph four (4), beginning with *"Once the construction documents reach 50% completion..."*
- Schmidt Design Group, Inc. anticipates submitting to all governing agencies at 90% completion of construction documents.
- Schmidt Design Group, Inc. anticipates submitting 90% construction documents to County for bid.
- Schmidt Design Group, Inc. anticipates submitting bid addendums with final construction documents.

Clarifications and Exclusions:

1. Public Improvements will not be required.
2. Assumes retaining wall engineering will not be required.
3. As-built drawings of existing facility are to be provided by the County.
4. Architectural and structural design of Prefabricated structures are excluded (engineered shop drawings are to be furnished by specialty vendors during construction).
5. Miscellaneous plan check fees and permit fees as may be required by regulatory agencies are to be paid by the county.
6. All work associated with LEED certification for the project is excluded.
7. Emergency and/or standby engine generator systems and associated electrical distribution designs are not required.
8. Security, CCTV, telephone, data and/or equipment systems design is not required. Design of empty conduit and outlet boxes only will be provided for these systems and per specific direction by Owner's Representative.
9. Off-site street lighting design, traffic signal lighting design, calculations, and associated power distribution are not required.
10. Extensive value engineering services or value engineering changes after substantial completion of Final Site Plan Design and determination of Building Costs are not included.
11. As-built drawings are not included.
12. Computer generated simulations are not included.

EXHIBIT B



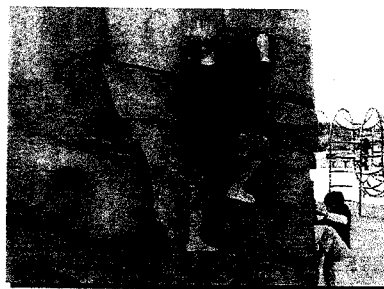
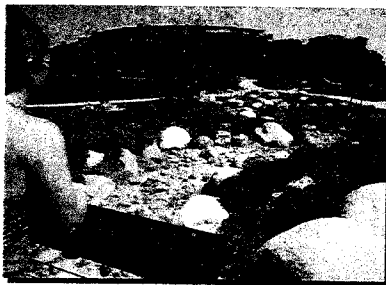
Schmidt Design Group, Inc.

Response to Request for Qualifications

for

**Phase 3 Improvements at
Rancho Jurupa Park**

Riverside County Regional Park & Open-Space District

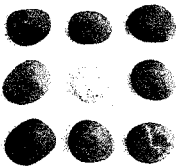


November 25, 2009

Schmidt Design Group, Inc.
2655 4th Avenue
San Diego, California 92103
(619) 236-1462

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.schmidtsgroup.com

November 25, 2009

Steve Lech, Assistant Park Planner
Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509

Dear Mr. Lech and Selection Committee:

The Schmidt Design Group, Inc. and key consultants Dudek Engineering and Reedcorp Engineering are pleased to submit the following statement of qualifications to provide design and planning services for the Phase 3 Improvements at Rancho Jurupa Park. We are uniquely qualified to complete this work and ask the selection committee to recognize these key highlights:

- The Schmidt Design Group, Inc. is a stable small business enterprise and has been providing quality landscape architectural consulting services for 27 years.
- The Schmidt Design Group, Inc. has successfully completed the design of more than 200 public park and recreation facilities and has worked with more than 45 municipal agencies throughout California.
- Since its inception, the Schmidt Design Group, Inc. has been balancing artistic expression in their work with environmental sensitivity. The firm has won 70 local, state and national design awards.
- With a broad base of experience and depth of staff, the Schmidt Design Group, Inc. encompasses all the skills required to complete the work for the subject services. Staff includes eight professionals of which three are licensed landscape architects.
- The Schmidt Design Group, Inc. is known for completing complex tasks within a fast-paced performance schedule, and providing cost effective design with low maintenance and highly durable improvements.
- Recent work with the County of Riverside at Lake Skinner Recreation Area has demonstrated our quality of design, technical expertise, and commitment to service.
- The Schmidt Design Group, Inc. has strong experience and interest in natural play elements. The boulder play area has the opportunity to assist in natural play for kids and adults of all ages.
- The frisbee golf area, drainage swales, equestrian access, potential beach volley ball area, and formal entrance to the existing splash pad are all opportunities to improve the park for different uses and project goals. Schmidt Design Group is prepared to evaluate and design these features to create a seamless design to integrate with the existing park improvements. The vision to accommodate each project goal of the park will be key to the success of this facility and the team looks forward to innovative solutions to complete Phase 3 improvements.

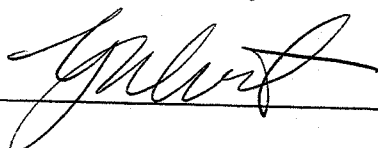
Thank you for your consideration. We look forward to providing premier design services to the Riverside County Regional Park & Open-Space District.

Sincerely,

Glen Schmidt, FASLA
Principal

STATEMENT OF QUALIFICATIONS COVER SHEET

Firm Name: Schmidt Design Group, Inc.
Firm Address: 2655 4th Avenue, San Diego CA, 92103
Phone: 619.236.1462
Fax: 619.236.8792
Email Address: gschmidt@schmidtsgroup.com
Authorizing Agent: Glen Schmidt, FASLA, Principal
Professional Registration: Registered Landscape Architect California 2138
Expiration Date: October 31, 2011

Signature:  _____

List Each Addendum Received:

A) Addendum 1, Proposal Form and Fee Schedule



INTRODUCTION

Established in January 1983, Schmidt Design Group, Inc. specializes in the highest quality neighborhood, community and regional park design. Our firm is headquartered in San Diego with a branch office in Sacramento. In total, Schmidt Design Group, Inc. has designed more than 200 public park projects for more than 45 municipal agencies throughout California.

Schmidt Design Group, Inc. balances the highest standards of design and artistic character with a commitment to environmental stewardship and state-of-the-art park design. The firm has received more than 70 local, state, national and international awards for quality design, technical expertise, and environmental responsibility from respected organizations such as: California Parks and Recreation Society; American Society of Landscape Architects, San Diego; California Council of Landscape Architects; and the State of California Board of Education. The firm has been awarded four prestigious Orchid awards from the Orchid and Onion awards program in San Diego. The firm is located in San Diego from which it serves a wide area of clients in San Diego, Los Angeles, Riverside, Imperial counties, and other areas.

The firm employs eight professionals including three licensed landscape architects. All employees are dedicated to providing the highest standards of personalized and attentive services.

Specializing in Public Agency Consulting

The Schmidt Design Group, Inc. specializes in providing quality consulting services to public agencies. Recent municipal clientele include: Riverside County Parks and Open Space District, City of Poway, City of San Diego, County of San Diego, Division of the State Architect, City of Alhambra, City of Encinitas, City of Coronado, City of Escondido, City of Chula Vista, City of El Cajon, City of La Mesa, City of Solana Beach, City of Santa Barbara Housing and Redevelopment Agency, Southeast San Diego Development Corporation, City of Oceanside, City of Vista, City of National City, City of Carlsbad, San Diego Housing Commission, County of Imperial, Imperial Valley Desert Museum, San Diego County Water Authority, Olivenhain Municipal Water District, San Diego Gas and Electric, Rancho Santa Fe Association, United States Navy, Laguna Beach School District, San Diego City Schools, and the California Department of Transportation.

Firm Philosophies and Goals

The firm was founded and still operates under the following philosophies and goals:

- High Standards of Personal Service and Quality of Work
- Social and Environmental Sensitivity and Contribution
- Artistic Expression in Design
- Continual Improvement and Innovation
- Technical Competence and Industry Leadership
- Highly Satisfied Clients and Employees

PROJECT APPROACH

Balancing artistic expression and environmental sensitivity and creating places that inspire and delight has been at the core of projects completed by our firm. We are very excited at the opportunity to work on such an interesting project.

Destination Rancho Jurupa Park

Rancho Jurupa Park is one of the District's premier recreational facilities. Entering the park, you can escape from the city and immerse yourself with nature. Adjacent to the Santa Ana River, and totaling nearly 200 acres, exploration and relaxation are easily attainable at Rancho Jurupa Park. Completion of Phase 1 and 2 improvements provided attractive new expanded facilities, but its full potential has not yet been met.

One opportunity to consider within the Phase 3 improvements is to create a more unified character and visual identity for Rancho Jurupa Park. This can be accomplished in several ways such as creating dry stream beds and creeks that would serve a dual purpose both aesthetically and functionally.

Natural play is another theming opportunity. As advocated in Richard Louv's book "Last Child in the Woods: Saving Our Children from Nature-Deficit Disorder", experiencing nature is an important part of a healthy childhood. Exploring new creek beds and the boulder play area are two ways in which this emphasis may be included in the design. This will add to the identity and character we envision for the park. The Frisbee golf area is another opportunity to enhance this theme of natural play. Careful planning and design will ensure the integration of all of the park amenities while maintaining a natural park setting.

Schmidt Design Group is confident in providing design services that go beyond just 'phase 3 improvements' and begin to create a cohesive park design with understanding of the District's goals and objectives.

With Phase 2 improvements nearly complete, the park is beginning to take shape. Proposed Phase 3 improvements shall include:

- A boulder play area (rock climbing area)
- 5 prefabricated rental cabins
- A storage building/trash enclosure
- Landscaped open areas
- Final entrance from southern parking lot to splash pad



- A matching cover over the mechanical compound
- A Frisbee golf area
- Equestrian access to the overall park
- Drainage swales for WQMP compliance

Project Approach and Scope of Work

The following scope of work is intended to add clarification, detail and additional recommendations to the scope of work provided in the Request for Qualifications dated October 2009, for the Phase 3 Improvements at Rancho Jurupa Park. The Description of Services beginning on page 14 (Item 4.0) including deliverables and milestones, are incorporated into these recommendations unless noted otherwise.

Task A1: Survey Work and Calculations

Schedule: January 5, 2010 – January 11, 2010

The Schmidt Design Group, Inc. (SDG) and team members from Dudek Engineering and ReedCorp Engineering will collect and review all documents as noted in the scope of work. It is assumed that the survey provided will be adequate for the design of Phase 3 improvements. The team will visit the site. The scope of work, as proposed in the RFQ, will result in an appropriate assessment of Phase 2 improvements and Phase 3 improvements for seamless coordination between the two sets of improvements. The team will also review proposed site elements such as the Frisbee golf area, and competition beach volleyball area as requested at the pre-submittal meeting held on November 18, 2009. This Phase includes a meeting with Rancho Jurupa Park Staff to learn about current park usage and the staff's highest priority needs to make any scope refinements that may be warranted.

Task A2 (a): Program Refinement / Preliminary Site Plan Design

Schedule: January 5, 2010 – January 11, 2010

Schmidt Design Group will develop a preliminary site plan for District review, assessing the needs of the site, and making recommendations for the best way to address the new program elements to integrate within the context of the park and existing site improvements. After the District provides comments on the preliminary site plan, and the equestrian community group needs have been addressed, we will provide a final revised preliminary site plan. The team anticipates two (2) meetings with the District during this phase of the project.

Task A2 (b): Final Site Plan Design and Building Costs

Schedule: January 11, 2010 – January 29, 2010

Upon approval of the preliminary site plan, Schmidt Design Group will develop a final site plan showing the entire area where the Phase 3 improvements will be made and a final list of all park elements associated within the scope of work. This phase will also include outline specifications. We will prepare an estimated time schedule for the design and construction phases of the project. Schmidt Design Group will provide an in-house cost estimate and have Leverton and Associates provide a review of the cost estimation for final site plan design and building costs. The team anticipates three (3) meetings with the District during this phase of the project.

Task 3: Construction Documents

Schedule: January 29, 2010 – March 8, 2010

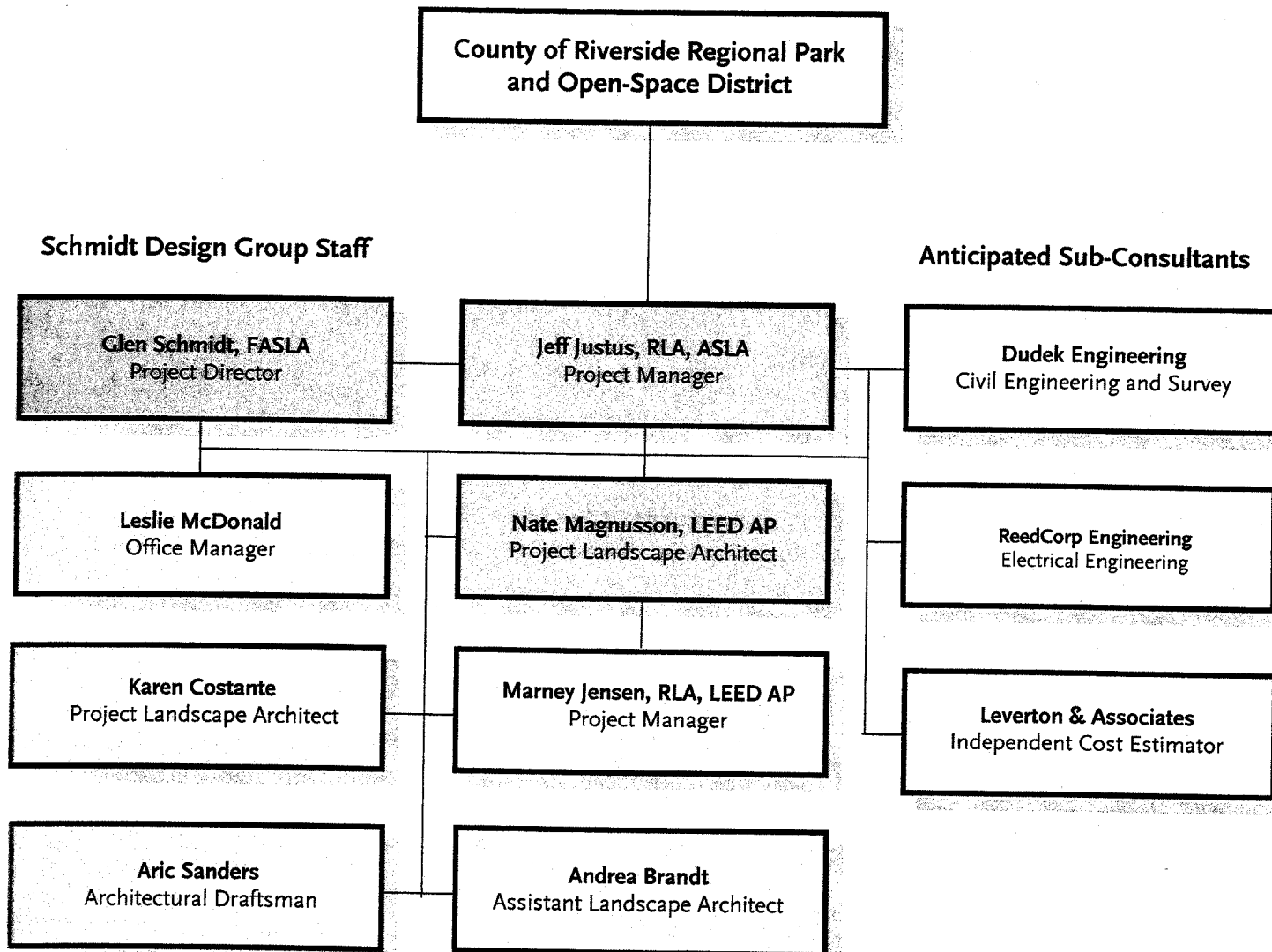
Upon approval of the final site plan and building costs, Schmidt Design Group will develop the construction documents to 90% completion, 100% completion, and final completion. Based on time constraints we recommend submitting to all agencies at 90% completion and a more efficient submittal process than identified in the RFQ. This will allow the team to receive the first set of comments and incorporate any needed revisions to the 100% construction document set. During each completion we will submit to the District for review and approval. Leverton and Associates will provide

cost estimation at 90% completion for the Phase 3 improvements. The Schmidt Design Group, Inc. team will revise the plans and specifications based on the District's comments and requirements during each completion.

Bidding and Construction Administration Services

During the bidding phase, Schmidt Design Group will be available to furnish clarifications, details, consultation, and to provide advice to the District to ensure proper bidding for the project. We will attend the "pre-bid" conference as required. We will also review bids and make recommendations to the District regarding the lowest bidder.

During the course of construction Schmidt Design Group shall provide standard construction administration services including: attend pre-construction meeting, site visits and meetings during construction, review and approval of shop drawings/submittals, clarifications, details, and consultation to the District, to ensure proper completion of all work.



SCHMIDT DESIGN GROUP, INC.

GLEN SCHMIDT, FASLA

Principal-In-Charge

Glen Schmidt's 30 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. Throughout his career, Mr. Schmidt has been involved in complex projects that have required coordination, negotiation and approvals from multiple public agencies and jurisdictions. The projects he has designed have won more than 70 local, state and national awards for design excellence. 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.

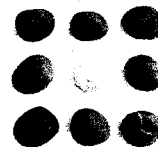
FACILITATION AND PUBLIC SPEAKING

Mr. Schmidt is skilled and experienced in leading public meetings. He has demonstrated his ability on more than 45 projects to integrate the ideas of diverse groups toward a consensus which reflects the concerns of all involved. He is also an accomplished presenter, with more than 60 speaking engagements to a wide range of audiences at local, state, and national levels, including the national conference for the American Society of Landscape Architects.

PUBLIC SERVICE

Mr. Schmidt has been an influential, long time advocate for water conservation, storm water issues, and for the promotion of landscape architecture both locally and nationally. Recent appointments include:

- Trustee and National Delegate, San Diego Chapter of the American Society of Landscape Architects, 2007 – Present.
- Co-Chair Citizens Advisory Committee for the development of a Water Conservation Model Ordinance for San Diego County, 2007 – Present.
- Chair, ASLA San Diego Water Conservation and Stormwater Committees, 2007-Present.
- Member, Citizens advisory committee for the City of San Diego Storm water Department, 2007 – 2008.
- Member, Technical Advisory Committee for the development of a Low Impact Development Manual for the County of San Diego, 2007 – 2008.
- Member, Public Utilities Advisory Commission, City of San Diego 2002 – 2007 (Vice Chair 2005 – 2007).



PROFESSIONAL LICENSE

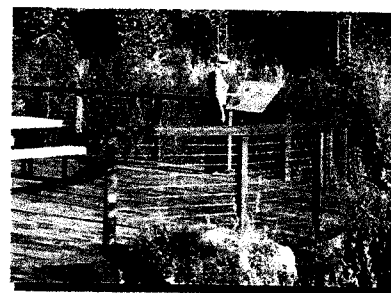
Registered
Landscape Architect
CA #2138
NV #219
AZ #34139

EDUCATION

Bachelor of Science
Environmental Planning
and Management 1977,
University of California
at Davis

PROFESSIONAL AFFILIATION

- Member, 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



Cottonwood Creek Park

SCHMIDT DESIGN GROUP, INC.

JEFF JUSTUS, RLA

Senior Associate and Head of Production

Jeff Justus has 19 years of in-depth experience in private and public landscape architectural practices and is head of production for Schmidt Design Group, Inc. In this capacity he analyzes workload projections, schedules production staff, and provides quality control review. He has worked as project manager for hundreds of small and large scale landscape projects and specializes in public work, including new and renovated parks, streetscapes, public buildings, sports parks, skate parks, and public utilities. Mr. Justus has contributed to the success of twelve projects that received local and national awards for design.

Mr. Justus is a Certified Playground Safety Inspector (CPSI) through the National Playground Safety Institute, the most comprehensive training on public playground safety. CPSI's are certified to inspect playgrounds for safety issues; making sure that each playground they inspect is up to current national standards, developed by the American Society for Testing and Materials and Consumer Product Safety Commission.

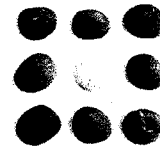
For nearly ten years prior to joining the Schmidt Design Group, Inc., Mr. Justus was a civilian staff landscape architect for the Navy Public Works Center in San Diego, California. Mr. Justus acted as the Division Manager in designing and managing recreational facilities, club facilities, industrial sites, hospitals, family housing, slope stabilization and revegetation, streetscapes and coastal waterfront developments.

APPOINTMENTS

City of Chula Vista, Design Review Board 2006-2007.

PROJECT EXAMPLES:

- Cottonwood Creek Park, Encinitas, CA
- Briercrest Park, La Mesa, CA
- Ocean Air Community Park, San Diego, CA
- West Lewis Mini Park, San Diego, CA
- Solana Beach Coastal Rail Trail, Solana Beach, CA
- Maple Street Pedestrian Plaza, Escondido, CA
- Camino Ruiz Neighborhood Park, San Diego, CA
- Pine Avenue Park, Carlsbad, CA
- Salt Works Site Assessment, Chula Vista, CA
- Lake Skinner Recreation Area, Riverside, CA
- Paradise Creek Educational Park, National City, CA



PROFESSIONAL LICENSE

Registered
Landscape Architect
CA #4028
Certified Playground
Inspector #2308-1106
California Licensed
Landscape Contractor #C-27
#631473 (inactive)

EDUCATION

Bachelor of Science in
Landscape Architecture,
1990
California State University
San Luis Obispo

PROFESSIONAL AFFILIATION

- Member, American Society of Landscape Architects
- Member, California Parks and Recreation Society
- Member, American Society of Civil Engineers



Cottonwood Creek Park

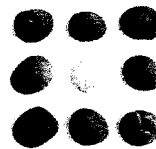
SCHMIDT DESIGN GROUP, INC.

NATE MAGNUSSON, LEED AP

Project Landscape Architect

Nate Magnusson has five years of experience in landscape architecture. His work includes design and preparation of construction documents for parks, commercial/industrial projects, and urban landscape design. Mr. Magnusson also has experience in project production and graphic support. He has strong drafting skills, proficiency in graphics, site design, layout design, grading, cost estimation, and construction details.

Mr. Magnusson obtained certification as LEED AP, the nationally recognized Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.



EDUCATION

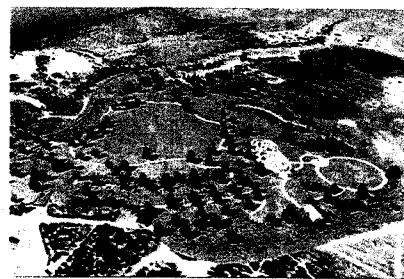
Bachelor of Landscape
Architecture
Arizona State University, 2005

ACCREDITATION

LEED AP, 2009

Project Experience (partial list)

- Lake Skinner Recreation Area, Riverside, CA
- LA Harbor College Parking Structure, Los Angeles, CA
- Miramar College Parking Structure and Police Substation, Los Angeles, CA
- Martin Luther King Jr. Memorial, San Diego, CA
- West Lewis Mini-Park, San Diego, CA
- Encinitas Pedestrian Crossings, Encinitas, CA
- Station Village Lane Pocket Park, San Diego, CA
- Mt. San Miguel Community Park, San Diego, CA
- Hoover High School, San Diego, CA
- Juarez Elementary School, San Diego, CA
- Bill Beck Park, El Cajon, CA
- Rhodes Crossing Development, San Diego, CA
- Twin Oaks Reservoir #2, Escondido, CA
- Farb Middle School, San Diego, CA
- Benchley / Weinberger School, San Diego, CA
- Kimball Park, National City, CA
- Valencia Park Elementary School, San Diego, CA
- Mark Twain Middle School, San Diego, CA



Lake Skinner Recreation Area



Dudek Engineering

Role: Civil Engineering

About Dudek

Clients have relied on Dudek for 28 years to deliver practical, implementable and cost effective solutions for infrastructure and environmental projects.

Our engineers, environmental scientists, geologists, planners and landscape architects offer clients the right expertise and resources to match their project need – from complete teams with multiple disciplines for large, complex projects to individual specialists for solving specific issues.

Delivering Practical, Implementable Solutions

At Dudek, our engineering and environmental professionals creatively solve regulatory and technical challenges for municipal agencies and major landowners throughout California. We help clients plan, design, construct, and manage successful infrastructure and environmental projects that balance regulatory mandates and technical requirements within financial and scheduling constraints.

Our project managers believe the key to every project's success is their relationship with the client representative. We build strong client partnerships by combining professional expertise and extensive practical experience with the skills to:

- Invest time to thoroughly understand the client's key issues
- Find solutions, not just identify problems
- Coordinate effectively by making timely recommendations and decisions
- Communicate often and clearly
- Maintain excellent regulatory agency relationships

Founded in 1980, Dudek is headquartered in Encinitas in San Diego County, and has 7 offices throughout California, including Riverside and Orange Counties. The 225-person firm is employee-owned. Throughout our history, Dudek environmental and engineering professionals have helped clients plan, permit, design, construct, and manage development projects including:

- Golf, Parks and Recreation Facilities
- Public Municipal Facilities Residential
- Land Development
- Commercial/Industrial Development

DUDEK AT A GLANCE

- #1 Southern California mid-sized environmental firm (*Engineering News-Record* 2008)
- #131 environmental firm in United States (*Engineering News-Record* 2008)
- #4 mid-sized "Best Environmental Firms to Work For" in the United States (*Environmental Business Journal/Zweig White* 2008)
- 90 percent rating for reliability, delivery, timeliness and responsiveness. (*Dun & Bradstreet Open Ratings*)
- Founded in 1980; employee-owned
- 220 employees in 7 California offices



Trump National Golf Club in Los Angeles is Dudek's most prestigious project in its recreational practice segment.

SERVICES

Engineering

Our engineers offer an array of services for park development, water systems, wastewater, recycled water, and stormwater infrastructure and treatment, including:

- Parks and Recreation facilities
- Artificial lakes, swim lagoons, and streams
- Feasibility studies
- Master planning and hydraulic modeling
- System analysis and assessment
- District general management
- Rehabilitation, replacement, and reconstruction
- Right-of-way management and maintenance
- As-needed and extension-of-staff
- Grant writing and funding assistance.
- Dudek has successfully provided as-needed consulting services to a wide distribution of public clients throughout California. Dudek has assisted these agencies with improving operations, reducing overall operational cost with more efficient systems and increasing their technical resources.

Environmental Sciences

Our environmental scientists are experts at interpreting and complying with complex regulatory and permitting processes. Services include:

- Environmental constraints analysis and regulatory compliance
- California Environmental Quality Act/National Environmental Protection Act (CEQA/NEPA) documentation
- Biological resources/resource agency permitting
- Habitat restoration and revegetation
- Recreational planning design
- Mitigation monitoring and reporting
- Urban and community forestry/wildfire prevention planning
- Noise measuring, modeling, and analysis
- As-needed and extension-of-staff.



Hydrogeology/Hazardous Waste

Whether assisting private developers with evaluating and remediating hazardous waste on a vacant lot or helping public utilities improve groundwater management, our geologists, environmental engineers and soil scientists provide:

- Site assessment
- Groundwater modeling
- Litigation support services – cost allocation
- Environmental real estate transaction support
- Remediation
- Groundwater management
- Well design
- Methane vapor intrusion/mitigation.

Construction Management

Dudek's project managers and inspectors help public and private clients achieve smooth, trouble-free construction of infrastructure projects, including roads, water and wastewater facilities, landfills, golf courses, schools, and fire stations. Services include:

- Project management
- Constructability reviews and cost estimating
- Inspections/special inspections
- Document control and contract administration
- Claims avoidance and negotiation
- Construction coordination
- Specification preparation and bidding
- Construction quality assurance/quality control
- Scheduling.

Technical Support

In-house technical services such as GPS/GIS, database development, and visual simulations provide our clients with data management, analysis, and presentation resources to enhance decision-making throughout the approval and permitting process

Rancho Jurupa Park History

Ken King of the Dudek staff has been involved with the Park from its inception nearly 20 years ago. The original Master Plan for the Park, campgrounds, and lake was designed by Kammeyer and Associates. Ken King provided Civil Engineering back-up for the Kammeyer design.

In 1998 the Parks District engaged the services of Ken King directly to design an upgrade of facilities, including new restrooms, campsites, driveways, parking lots, sewer systems, and water systems. Other dreams included were a swim lagoon, athletic fields, miniature golf, and playgrounds. Many of the dreams were put on hold due to lack of funding.

In 2008 the Parks District hired RHA Landscape Architects to carry out the next level of improvements. Once again the Dudek staff, including Ken King and Ryan Fane, were a part of that team.

The next phase of work can benefit greatly from the knowledge and experience of the Dudek staff.

Disc Golf Course Experience

Dudek staff in both Environmental and Engineering Divisions are avid disc golf enthusiasts and active members of the Professional Disc Golf Association (PDGA) for over seven years now. Our staff members have competed in many PDGA sectioned events over the years and played dozens of different courses in Southern California, as well as a number of other states throughout the US, including Arizona, Washington, Oregon and Florida.

As engineering design professionals and avid disc golf players, we have the knowledge and experience to create a well rounded course design that will be challenging, safe and fun for all levels of play, including recreational, amateur and professional disc golf enthusiasts. In fact, one of our key staff designers, Mr. Keith Gregori, is a Disc Golf Course Design member (affiliated with PDGA), and has co-designed 4 temporary disc golf courses in Southern California and co-designed two permanent courses recently for the Yucaipa Regional Park District and City of Palm Desert. These courses have all been comprehensively designed to be compatible with other site users and park amenities, while still providing a challenging and fun disc golf experience.

Our experience includes hands-on grading & concrete installation and computer graphics for course maps, score cards and tee signs. We can design the course to be expandable as budgets allow for future improvements and landscaping.

DUDEK STAFF

Kenneth King, PE

Project Role: QA/QC

Kenneth King provides design, inspection, and project management for a variety of projects. His emphasis is on unique, unusual, and technically challenging projects. He is an expert in seismic retrofit and structural issues. His experience includes restoring and developing designs for seismic retrofit to the Estudillo House, an historic brick building in San Jacinto, California. Mr. King is also an expert in creative designs for water recreation facilities. His experience ranges from small commercial pools to major water parks, lakes, swim lagoons, and municipal pools. His designs have been recognized as trendsetters in the recreation industry. In 1998, he was selected as an Honorary Member of the UCLA chapter of Chi Epsilon, a civil engineering honor society. Mr. King frequently serves as guest lecturer at UCLA and UC Berkeley.

Yucaipa Regional Park, Yucaipa, CA. Mr. King served as Project Manager for the design and construction of a 253 acre park including three dams, three lakes, picnic areas, campgrounds, RV camp sites, and much more. Yucaipa Regional Park is the showplace for regional parks in Southern California.

EDUCATION

University of California,
Berkeley
BS Civil Engineering
1958
Colorado State
University
Hydraulics
California State
University, Long Beach

LICENSES &

CERTIFICATIONS

Professional Civil
Engineer CA No. 13537

Ryan Fane, PE

PROJECT ROLE: Project Manager

Ryan Fane is a professional civil engineer with a degree in environmental engineering. He is a well-rounded project engineer who is able to perform many tasks. With experience in both the civil and chemical engineering fields, he uses this knowledge to develop innovative design approaches to public recreational facilities, infrastructure projects, and wastewater treatment. With a strong background in hydrology, he is able to solve even the most difficult environmental and climatologically challenging problems. Mr. Fane's experience includes design, field inspections, preliminary design reports, hydrology studies, water balances, hydraulic modeling, feasibility studies, and surveying.

Rancho Jurupa Regional Park Improvements, Riverside, California. Designs for the modification and upgrades of restrooms, restroom renovations, parking lots, accessible walkways, lake improvements, water systems, and sewer systems. Special design features included habitat conservation plan-accessible camping, picnic tables, restrooms, walkways, and access to the fishing lake.

Charles Greely, PE, LEED AP

PROJECT ROLE: Project Manager

Charles Greely joined Dudek as a Senior Engineer in early 2005 and has more than 10 years' of civil infrastructure and structural design and project management experience. Greely has worked with various public and private entities on subdivision, commercial development, and infrastructure improvement projects. As both a design engineer and a project manager, Greely has participated in all aspects of the development process, from due diligence to preparation of tentative maps and technical studies (preparation of preliminary hydrology and review of geotechnical and traffic studies), to review of conditions of approval; through preparation of construction documents, including rough grading, precise grading and paving, hydrology, and storm drain plans, including underground retention systems, on- and off-site streets, domestic water, and sanitary sewer plans.

On-Call Plan Checking and Engineering Services, Coachella, California. Provided on-call technical services to the Engineering Department, including counter technical services; review and plan check services for engineering plans and maps; design conformance to General Plan and City of Coachella ordinances, conditions of approval, Americans with Disabilities Act (ADA) standards, City of Coachella plan checklists, and other engineering references; issuance of grading and encroachment permits; and writing engineering conditions of approval for development projects.

EDUCATION

University of California,
Riverside
BS Environmental
Engineering
2002

**LICENSES &
CERTIFICATIONS**

Professional Civil
Engineer CA No. 69783

EDUCATION

University of Washington
B.S. Civil Engineering
1998

**LICENSES &
CERTIFICATIONS**

WA – Professional
Engineer – Civil, No.
40823
California – Professional
Engineer – Civil, No.
69056
Arizona – Professional
Engineer – Civil, No.
43643
South Coast Air Quality
Management – Fugitive
Dust Control Certification
No. 05-08-3112
LEED Accredited
Professional Certification
from U.S. Green Building
Council

Reedcorp Engineering

Role: Electrical Engineering

Reedcorp Engineering is a major consulting electrical engineering firm that specializes in lighting and power designs for Commercial and Municipal Projects.

Reedcorp Engineering provided electrical engineering for the phase 1 and 2 work for Rancho Jurupa Park. Reedcorp Engineering recently completed the Jurupa Sports Park across the street Rancho Jurupa Park, which was a joint venture with Riverside EDA and the Jurupa Park District.

Our firm brings to the building industry many years of experience that encompass the entire design of lighting, power and energy systems.

Reedcorp Engineering coordinates with the project team members to provide a complete electrical system with economy and maintenance a key factor in the design.

Reedcorp Engineering and Staff Qualifications:

- Providing services in Southern California for 25 years.
- Competitive Fees.
- Established with many Architects, Municipalities, Developers, and Landscape Architects.
- Full Services.
- Qualified Staff.
- Over 5000 projects completed.
- Award Winning Lighting Designs-Glare Control Design-Efficient Energy Design

Reedcorp Staff to be involved with this Project

Ronald W. Reed - President

30 years electrical consulting experience. Head electrical consultant for several major A/E firms from 1968 to 1983. Formed Reedcorp Engineering in 1983 specializing in Municipal, Park/Recreation, Community Center, and Commercial projects. Mr. Reed is involved on all projects for design and field work. He is a member of the Institute of Electrical Technicians (ICET) sponsored by the National Society of Professional Engineers, California Electrical Design Apprenticeship Council, Building Industry Association, and Illuminating Engineering Society (IES).

Michael Reed - Associate

Electrical designer and CAD manager. Established with Reedcorp Engineering in 1989. Mr. Reed coordinates all project CAD drawings with architects and developers. Mr. Reed also provides all California Title 24 lighting design work.

Thomas Hartman, P.E. - Associate

Graduate electrical engineer from Cal Poly, San Luis Obispo in 1965. Licensed in California, Arizona and Nevada. Previous experience with General Electric as a Utility Service Engineer; Bechtel Power Corporation working on power generating plants; and The University of California Irvine as Principal Electrical Engineer for main campus electrical projects. Mr. Hartman's experience also includes lighting systems, load studies and control system lighting.

Leverton & Associates LLC

Role: Construction Cost

Leverton & Associates LLC have twenty one years experience estimating a wide variety of new and renovation projects in both the public and private sectors, including site work, office/administration, educational, retail, health care, industrial, residential, airport, military, historical renovation and forensic. We are experienced in estimating all phases and types of construction.

Objectives

The primary objectives of Leverton & Associates LLC are to provide accurate and timely construction cost estimates at all stages of a project's design. Through the accumulation and use of the latest cost data we are able to keep our clients informed of the budgetary impact of decisions made during the design process.

The ongoing preparation of estimates for projects from Concept to Construction Documents allows us to remain familiar with all aspects of architectural, structural, civil, landscaping, mechanical and electrical construction.

The objective of Leverton & Associates LLC is to provide construction cost analysis throughout the design process that will help the Architect to effectively design within the budget for a project. Emphasis is placed on client requirements and personal service.

Services

Estimate format presentations include the CSI (Construction Specifications Institute) 16 Division Format, the Elemental/Systems 12 Division Format, Navy and GSA formats, as well as individually required itemized formats. Cost estimates are typically provided at Conceptual, Schematic, Design Development and Construction Document phases, with updates or percentage-complete variations as requested. Other services include value engineering, change order evaluation and cost monitoring.

Ian Andrew Leverton – Principal & Chief Estimator

Education

B.S.(Hons) Quantity Surveying, Nottingham Trent University, England, 1986.

Professional Affiliations

Royal Institute of Chartered Surveyors.
American Society of Professional Estimators.

Certifications

Associate of the Royal Institute of Chartered Surveyors, M.R.I.C.S.

Background Qualifications

Leverton & Associates LLC, La Mesa, California (Principal).
ECM Associates, Inc., Carlsbad, California (Director of Estimating).
Lee Saylor, Inc., San Diego, California (Project / Senior Estimator).
James Nisbet & Partners, Chartered Quantity Surveyors, Construction Cost Consultants, London, England (Quantity Surveyor).
Gleeds Chartered Quantity Surveyors, Nottingham, England (Quantity Surveyor).

Principal/Director of Estimating/Project Estimator/Cost Engineer

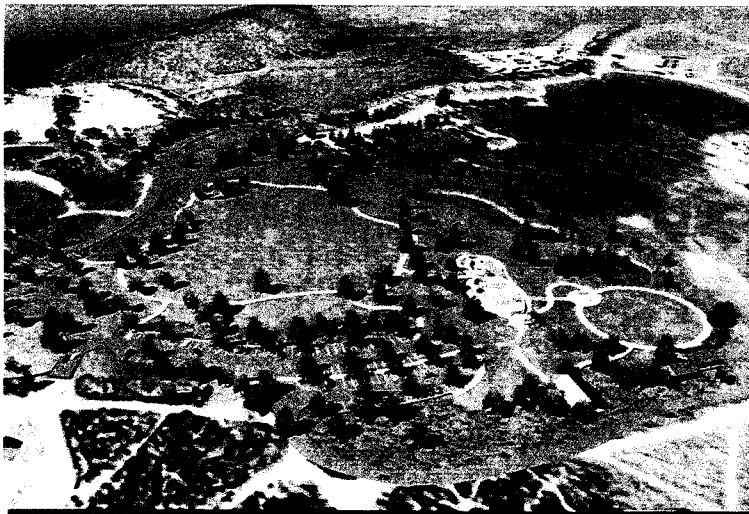
Prepare and supervise conceptual, schematic, design development and construction document level estimates for feasibility and budget purposes. A wide variety of new and remodel projects in both private and public sectors including educational, retail, health care, industrial, residential, military, forensic and historical renovation. Prepare value engineering, change order and cost monitoring studies.

Quantity Surveyor

Responsibilities were to liaise with members of the Design Team to establish cost feasibility of construction projects, determine project budgets and monitor costs from conception to completion. Prepared bid documents and attended Design Team meetings to evaluate subsequent bids for the purpose of cost control. Recommended and assembled contract documents.

Design Services: Relevant Project Park Experience

- Riverside Park & Recreation, Riverside, CA: Kroh / Broeske Architects, Inc.
- Union Point Park, Oakland, CA: Pattillo & Garrett Associates
- Leo Carrillo Ranch Park, Carlsbad, CA: KTU+A
- Alviso Adobe Community Park, Pleasanton, CA: Pattillo & Garrett Associates
- Hillcrest Park, Fullerton, CA: Milford Wayne Donaldson Architects
- Fiesta Island Youth Camp Restrooms, San Diego, CA: Platt / Whitelaw Architects
- Adella Avenue Pedestrian Improvements, Coronado, CA: BDS Engineering, Inc.
- Organ Pavillion Restrooms, Balboa Park, San Diego, CA: Platt / Whitelaw Architects
- City of N. Las Vegas Parks Mower Building, Las Vegas, NV: Welles Pugsley Architects
- CSU San Marcos Site Facilities, San Diego, CA: KTU+A
- SDSU Tennis & Softball Facilities, San Diego, CA: KTU+A
- Walnut Grove Park, Barn Renovation, San Marcos, CA: RDA Architecture & Planning
- Picacho State Recreation Area, Winterhaven, CA: Milford Wayne Donaldson Architects
- Nobel Athletic Area & Library, San Diego, CA: Platt / Whitelaw Architects
- Santee Lakes Campground, Santee, CA: Platt / Whitelaw Architects



Computer renderings of Lake Skinner Recreation Area

Lake Skinner Recreation Area

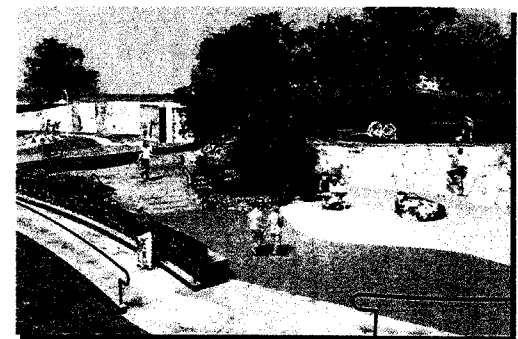
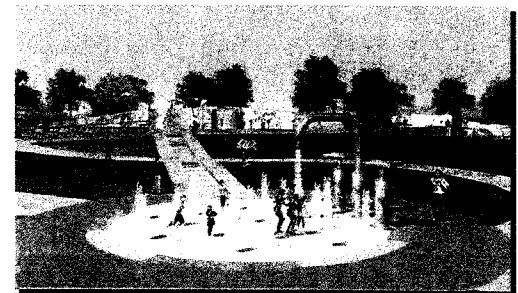
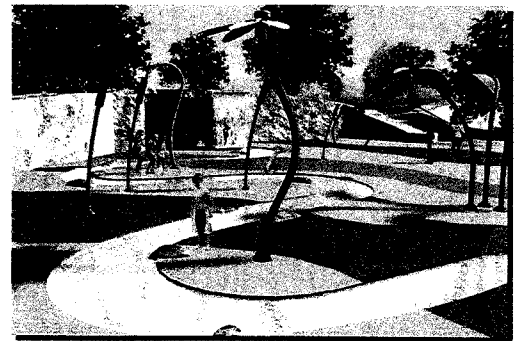
Riverside, California

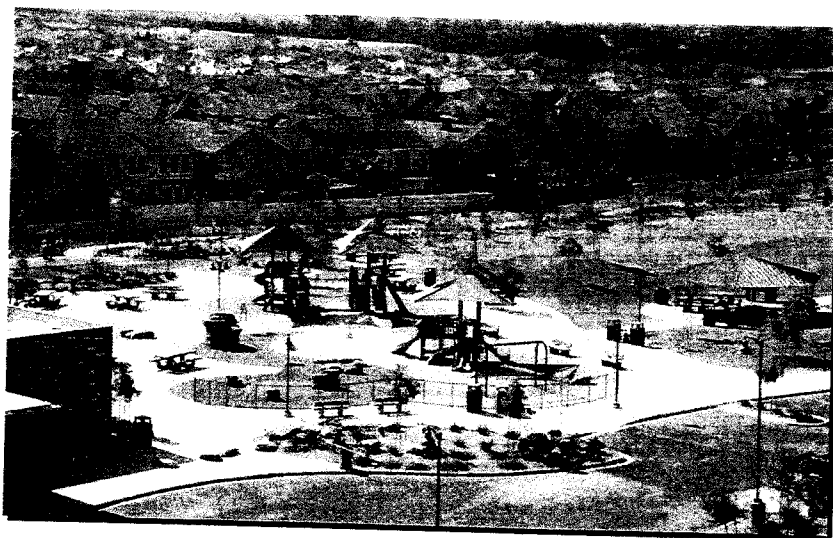
Schmidt Design Group, Inc. is currently providing master plan design for improvements to the Lake Skinner Park Recreation Area and Campground for the City of Riverside. The scope of work includes inventory of existing conditions, geotechnical studies, stakeholder meetings, multiple design alternatives, final construction drawings, and construction administration.

The project utilizes textured gunite walls to mimic the natural mountains in the area with a structural reinforced concrete wall. A large splash pad plaza has been created complete with a waterfall grotto, meandering stream, cascading aqueduct channel and life-size water faucet splash plaza. These elements depict the journey of water as it travels down from the mountains, through the various streams and California aqueduct to Lake Skinner – eventually ending its journey when it comes out of a faucet. In addition to the splash pad, a rock climbing wall, climbing boulders, and various musical play elements have been added to complement the existing 2-12 year old playground.

Client: Riverside County Regional Park and Open Space District

Project Status: Currently in construction phase. To date, landscape architect contract has been completed on time and within budget.





Ocean Air Park

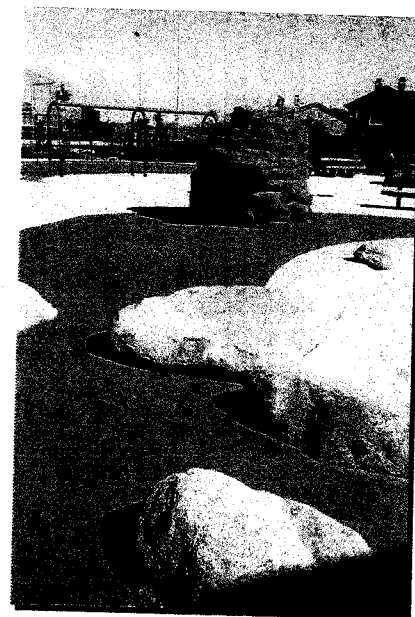
San Diego, California

This 10-acre project was very controversial because of the local neighborhood's opposition to active ballfields and large community center adjacent to their homes. Glen Schmidt, FASLA facilitated a series of meetings and workshops with the neighborhood. By designing the project with landscape buffers and moving noise and light intensive amenities away from the residents, Glen was able to facilitate a compromise and consensus.

Ocean Air Park includes a 16,500 square foot community center which will include basketball and multi-function gymnasium, restrooms, meeting rooms, kitchen and offices. The park includes two adult softball fields, an outdoor basketball court, walking trails, picnic structures and passive park space. The park will also provide intriguing playgrounds with mound mazes, climbing walls, and play structures for children from ages 2 through 14. Artistically the park contains strong design elements in the form of wind-rows, that shield park users from prevailing winds that sweep through the site.

Client: City of San Diego

Project Status: Currently in construction phase. To date, landscape architect contract has been completed on time and within budget.





Pine Avenue Park

Carlsbad, California

This 7.7-acre community park was completed in 2006. Glen Schmidt, FASLA crafted a "take part" workshop process with city staff and the local community. The Schmidt Design Group, Inc. then created a final alternative utilizing many of the ideas generated during this process. The master plan was later approved without significant opposition.

The master plan for the park includes a community center designed by Manuel Oncina Architects to be constructed in a future phase, an informal amphitheater, a multi-purpose field of synthetic turf, basketball courts, batting cages, a children's play area, picnic areas, and traffic calming street improvements. Public art created by artist Kim Emerson was included in the design. Four tall ceramic tile sculptures depicting the rich flower growing history of the area were installed at key focal points in the park. The first phase of the park, which included the multi-purpose artificial turf field, passive park area, children's play area, basketball, parking and traffic calming was completed in 2006.

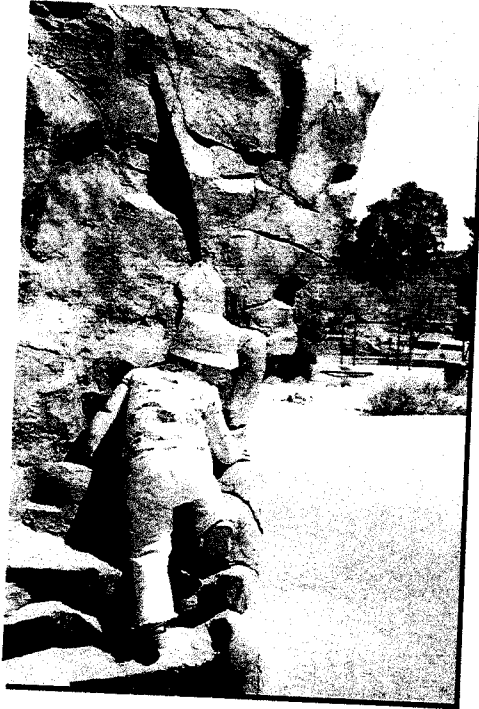
Client: City of Carlsbad

Project Status: Landscape architect contract was completed on time and within budget.

★ **Award of Excellence**, California Park and Recreation Society, 2008

★ **Project of the Year**, American Public Works Association, 2007





Briercrest Park

La Mesa, California

Schmidt Design Group, Inc. collaborated with renowned artists James and Drew Hubbell to design this whimsical park in the City of La Mesa. The park is adjacent to the Grossmont Healthcare District Library and Conference Center and serves as a healing environment for those in need of reflection and nurturing. At the center of the park the landscape takes on sculptural form and leads people down to a small "wetland" environment. All the drainage from the park is routed into decorative "stream bed" channels and into the center of the park. A variety of gardens are included such as a butterfly garden, a texture garden, and a fragrance garden. A large play area includes less traditional play elements such as "park pets" and a stone climbing wall. The park utilizes state-of-the-art materials that are environmentally sustainable. The plant material palette is almost exclusively California natives.

Client: City of La Mesa

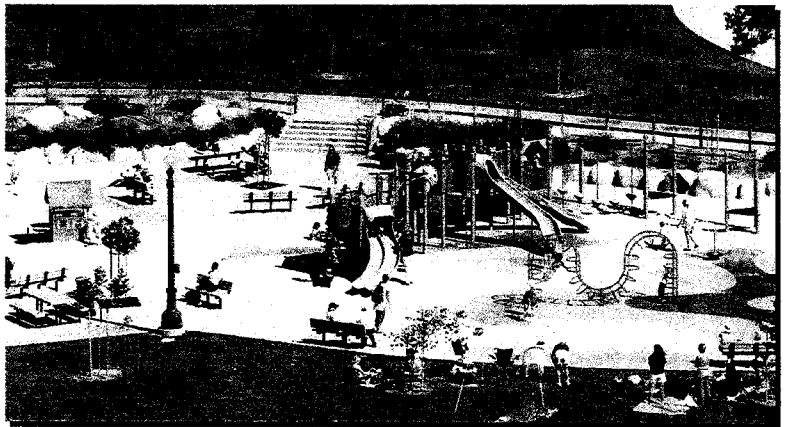
Project Status: Landscape architect contract was completed on time and within budget.

★ **Merit Award**, American Society of Landscape Architects San Diego, 2007.

★ **Orchid Award**, Orchids and Onions Public Awareness Program, 2007.

★ **Project of the Year**, American Public Works Association, 2005.





Cottonwood Creek Park

Encinitas, California

Cottonwood Creek Park is an 8-acre neighborhood park with open turf areas, tennis courts, group picnic gazebo, children's play area and environmental education. The central feature of the park is a portion of Cottonwood Creek and Moonlight Creek which are "daylighted" more than 600 feet through the park. The creek is revegetated with native plant material and provides bioremediation and flood control for 2,100 acres of watershed that flows into the park. Sustainably harvested IPE wood was used for observation decks and fencing. The parking lot and most walkways are constructed with permeable concrete paving.



Cottonwood Creek Park connects visitors to nature as well as the history of the site. Interpretive panels and tiles along a perimeter pathway provide interesting facts about the creek and watershed. The large play area also incorporates animal paw prints and references to the creek. Besides traditional play equipment, a 9' climbing boulder and a popular water play feature designed by Schmidt Design Group, Inc make this park a destination for families.

Client: City of Encinitas

Project Status: Landscape architect contract was completed on time and within budget.

★ **Orchid Award**, Orchids and Onions Public Awareness Program, 2007

★ **Award of Merit**, American Society of Landscape Architects San Diego, 2005

★ **Environmental Award**, Sunset Magazine Environmental Award, 2005

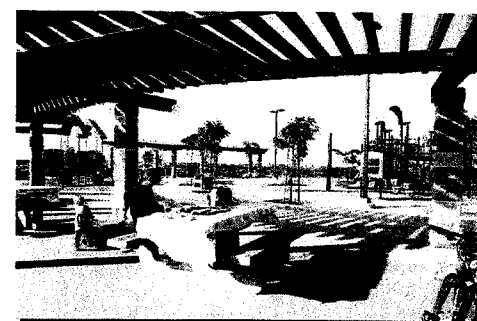
★ **Project of the Year**, American Public Works Association, San Diego 2005



Camino Ruiz Neighborhood Park

San Diego, California

The scope of work for this 12-acre neighborhood park includes youth baseball fields, a central plaza, picnic areas, children's play areas, environmental education overlooks, parking for 180 vehicles, and a restroom/concession building. The park is surrounded by sensitive open space with a number of unique educational overlooks. Each features a different theme such as the birds of the area, cultural history, plants and animals, the river, and a celebration of the solstice. All plant material used at the perimeter of the park are California natives. The children's play area incorporates Aesop's fable "The Wind and the Sun" as its theme with the fable etched into the paving and elements of the playground related to the story. The park opened in summer 2006.



Client: City of San Diego

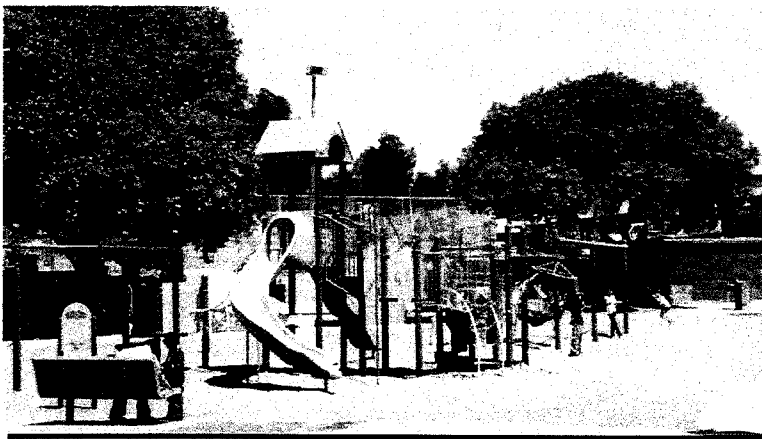
Project Status: Landscape architect contract was completed on time and within budget.

★ **Award of Excellence**, California Park and Recreation Society, 2008

★ **Merit Award**, American Society of Landscape Architects San Diego, 2007.

★ **Honor Award**, American Public Works Association, 2007





Colina Del Sol Playground Renovation

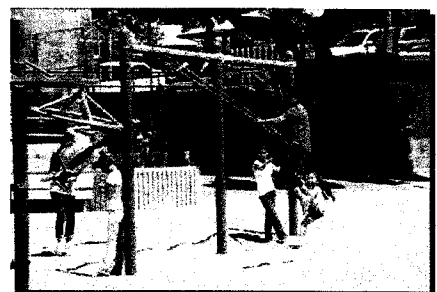
San Diego, California

At Colina Del Sol Playground, Schmidt Design Group, Inc. provided design, construction drawings, and construction observation for the renovation of the children's play area. A new accessible path of travel, including a switchback ramp integrated into the existing slope, was created and new playground equipment and new resilient surfacing were part of the scope of work. The project was completed in 2001.

Park renovations require careful analysis of existing conditions and site opportunities and constraints. For playground renovations, it is important to provide a safe and accessible environment, while also providing fun, unique play opportunities. Schmidt Design Group, Inc. has the necessary experience to provide all of these important elements. With a Certified Playground Safety Inspector on staff, Schmidt Design Group, Inc. provides added expertise as well as the ability to provide safety inspections.

Client: City of San Diego

Project Status: Landscape architect contract was completed on time and within budget.



Paradise Creek Educational Center

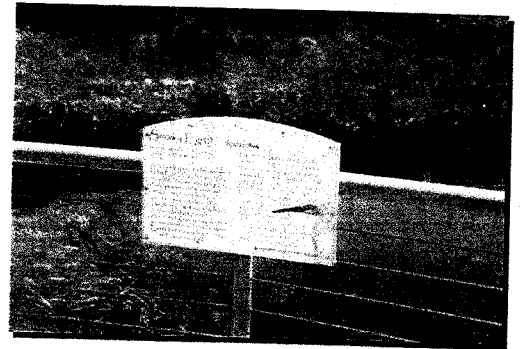
National City, CA

Paradise Creek is an urban stream that connects San Diego Bay to the watershed of the surrounding city landscape. The Paradise Creek Educational Park restored a 1/2-mile stretch of the creek to its natural state as a wetland and salt marsh. Restoration included salvaging wetland plant material from the creek and creating new upland habitat in portions of the Park. Volunteers from the Paradise Creek Conservancy were integrated into the restoration process by providing days for planting during the construction of the Park.

The site is adjacent to an existing elementary school and now serves as an educational learning center for local school children. Along the 6-acre linear park, educational and observation stations were designed and constructed to enable local and visiting school children to study the sciences and arts, with an emphasis on the local flora and fauna. A unique custom shade structure in the shape of the moon shades an amphitheater, creating a space that is used frequently by classes as well as informal groups. The project also includes new entrances with signage, a boardwalk with interpretive signage, parking lot improvements, a walking trail, picnic areas, and other improvements for the community.

Client: City of National City

Project Status: Landscape architect contract was completed on time and within budget.





Walnut Grove Park

San Marcos, CA

Schmidt Design Group, Inc. provided Master Plan, final construction drawings and construction administration services for this 50-acre park. The scope of work included development of conceptual design alternatives, meetings with a steering committee (including soccer, local historic and equestrian groups, and surrounding neighbors), community workshops, and public presentations. Because of stratified interest groups for this park, Glen Schmidt met with each group individually to better understand their issues and to develop a rapport with concerned members. Taking into consideration and recognizing each of the special interest group's concerns allowed the public meetings to be civil and productive.

Programming for this park included the development of a 19-acre open turf field, multiple tot lots, enhancement of existing equestrian activities, extension of the City trail system, renovation of an existing building, concessions, a caretaker's facility, the placement of historic buildings, picnic groves, restroom buildings, and a pond located at the southern portion of the site. The soccer sports facility opened in 2006.

Client: City of San Marcos

Project Status: Landscape architect contract was completed on time and within budget.





Client: City of Chula Vista

Schmidt Design Group, Inc. • Phase 3 Improvements at Rancho Jurupa Park

Additional Park Renovations

Alhambra Park Playground Dwelling within the heart of the City lies a story-book playground seeped in the cool shade of mature pine trees. A graphic representation of a riparian brook runs through the center of the play area, depicting the natural drainage arroyo that once ran through this area of the City. The playground transports children to the fable "Goldilocks and the Three Bears" and the "Enchanted Forest" complete with chairs, bowls, and cottages. Upgraded play structures, accessible pathways, a variety of surfacing, fable etchings in the pathways, an entry sign, and irrigated plantings were also included.

Client: City of Alhambra

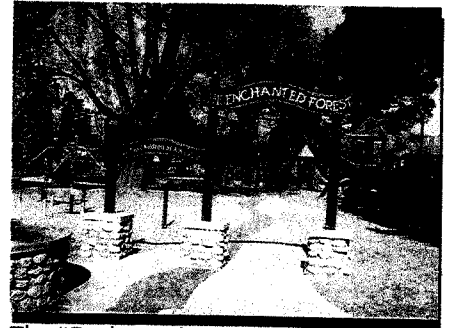
Ocean Beach Playground The Schmidt Design Group, Inc. provided design services for this project to remove outdated play equipment and provide ADA accessibility to the playground from the street and the adjacent community center. New poured in place resilient surfacing, sand and perimeter seat wall/containment curb was installed to separate the play area from the adjacent turf field and alley access to the community center. The design scope of work included: development of conceptual design alternatives, community workshops, public presentations, construction documents and construction administration.

Client: City of San Diego

Youth Activity Center Site work, planting, irrigation design and drawings were prepared for the renovation of this existing day care outdoor recreation area (includes a children's play area). Client: City of Escondido

Palacio Del Mar Children's Play Area Services for this large children's play area in the Carmel Valley area of San Diego included the design of a new 15,000 square foot playground facility to be located in an existing open space within a private single family development. The project included extensive community involvement, workshops, and meetings.

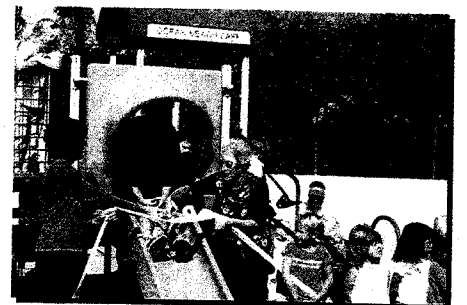
Client: Palacio Del Mar Homeowner's Association



The "Enchanted Forest" entry into the Alhambra Park Playground



Porridge Bowls at sand area Alhambra Park Playground



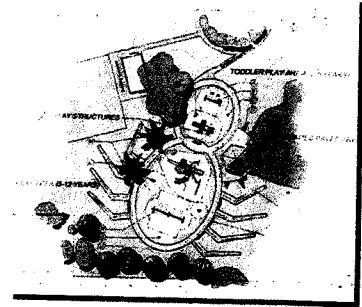
Ocean Beach Playground Grand Opening



Palacio Del Mar, San Diego

Westside Park Renovation of the children's play areas with installation and replacement of play equipment to meet ADA requirements. The poem "Itsy Bitsy Spider" was incorporated into this design. Work included design, construction drawings and construction administration for this community park.

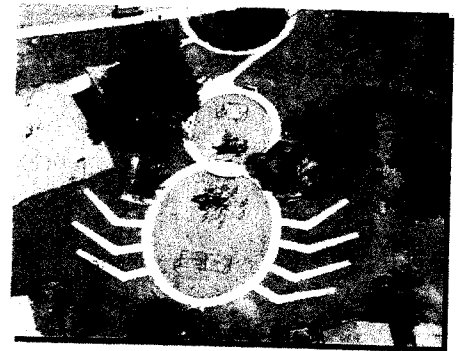
Client: City of Escondido



Westside Park Concept Plan

Kate Sessions Park As prime consultant, Schmidt Design Group provided landscape architectural design for renovating the children's play area. The shape of the playground and ADA access walkway were designed to look like a seed with it's newly forming root just emerging from the seed. The design is a memorial to Kate Sessions. The design also included tiles etched with the leaves of various trees that Kate Sessions introduced into the park. The tiles allow park users to "key" the leaves and find out the name of the tree they came from. The leaf patterns are also etched into the seat wall.

Client: City of San Diego



Spider shaped children's play area
Westside Park, Escondido

Via Del Norte Park The design of Via Del Norte Park was inspired by the ocean sea birds that live in La Jolla, California. Poetry from community members will be incorporated into the paving and seat wall through vivid colors and tiles made by children. Amenities include a children's play area and picnic shelters. Work includes design development, public meetings, community workshops, presentations, and construction drawings.

Client: La Jolla Parks and Recreation



Via Del Norte Landscape Plan

El Norte Park Services included renovation of the children's play areas with installation and replacement of play equipment to meet ADA requirements. The story of Jack and the Bean Stock was incorporated into the theme of the design. Provided design, construction drawings and construction administration for this community park in the City of Escondido.

Client: City of Escondido

Community Park and Twin Peaks Community Center

Design and construction drawings for various improvements to existing park facilities for the City of Poway. Improvements: design of restroom building, repairs of drainage problems, hardscape, trash enclosure areas, planting, irrigation and an overhead structure for outdoor community activities.

Client: City of Poway



Via Del Norte Park, La Jolla

Oakcrest Park Design and construction drawings for the renovation of this existing park facility. Improvements: picnic and children's play areas, planting and irrigation. Client: City of Encinitas

Road Runner Park Renovation As prime consultant, Schmidt Design Group re-designed this park located in the City of Poway, California. The renovation included a children's play area, and picnic areas. Client: City of San Diego

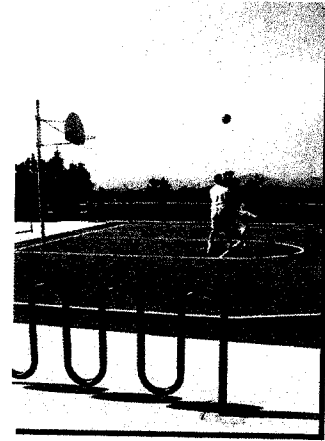
Valley Junior High Soccer Field Construction drawings for the renovation of the soccer field at Island Avenue in Carlsbad. Improvements: evaluation of existing facilities, grading and irrigation design, and planting recommendations. Client: City of Carlsbad

Garden Road Park, Poway, CA

The theme of this park is based on the folk tale "Stone Soup". A story is told on stones arranged around the children's play area, emphasizing the importance of communities working together. Schmidt Design Group provided design development, public meeting facilitation, community workshop facilitation, public presentations, and preparation of construction documents. Amenities include a children's play area and picnic shelters. Client: City of Poway



Oakcrest Park, Encinitas



Oakcrest Park, Encinitas



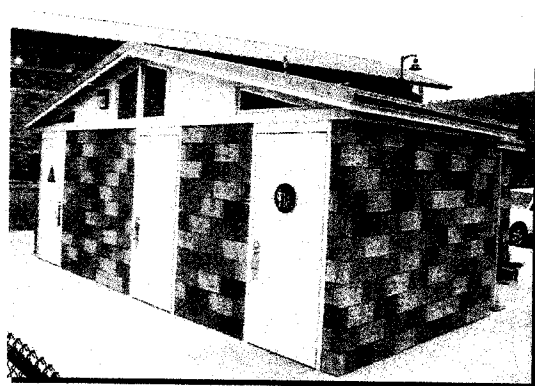
Garden Road Park tells the story of Stone Soup

Restroom/Storage Facilities

Schmidt Design Group has worked with clients to provide pre-fabricated and custom restroom/storage facilities in many of their parks. Pre-fabricated restrooms are designed to meet the needs of parks with a limited budget. A variety of colors and finishes allow pre-fabricated restrooms to complement the surrounding park. Schmidt Design Group has also worked with architects to provide custom restrooms for parks where a greater budget is allocated for restroom building construction.

- Rancho Penasquitos Skate Park, San Diego, CA
- Ocean Air Park, San Diego, CA
- Walnut Grove, San Marcos, CA
- Briercrest Park, La Mesa, CA
- Winding Walk Park, Chula Vista, CA

Pre-Fabricated



Custom



Storm Water Management and BMPs

Briercrest Park, La Mesa, CA

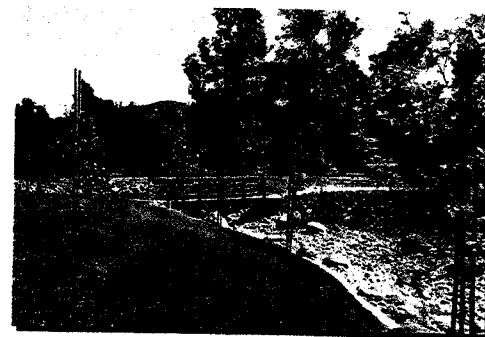
The central feature of this park is a "dry stream" bed that collects water throughout the three-acre site and carries it in vegetated swales to the center of the park where a basin or "wetland" allows water to percolate slowly. The decorative and functional stormwater collection system provides BMP compliance and biofiltration. A variety of gardens are included such as a butterfly garden, a texture garden, and a fragrance garden. A large play area includes less traditional play elements such as "park pets" and a stone climbing wall.



Briercrest Park vegetated swale

Valle Verde Park, Poway, CA

Schmidt Design Group, Inc. was one of the first (if not the first) landscape architects in San Diego County to design projects with bioremediation and stormwater management. In 1990, the firm provided master plan design, construction drawings, and construction administration for the five-acre Valle Verde Park. The design included creation of an intermittent stream bed to "daylight" an existing storm drain routed around the perimeter of the park. The stream bed vegetated channel created a visual and functional feature that added character and interest to the park. Park amenities included: multipurpose regulation softball and soccer fields, restroom building with concession and storage facilities, parking lot, horse trail, picnic areas, children's play area, security lighting, planting and irrigation.



Valle Verde Park bio-swale

Cottonwood Creek Park, Encinitas, CA

Prior to the construction of the park, two intermittent streams (Cottonwood Creek and Moonlight Creek) ran under the property in a large culvert. The park construction "day lighted" the two creeks and routed them 600 feet through the park. A siltation basin and wetland/riparian vegetation were planted to naturally cleanse the water as it flows through the park and provides bioremediation and flood control for 2,100 acres of watershed. The parking lot and most walkways are constructed with permeable concrete paving.



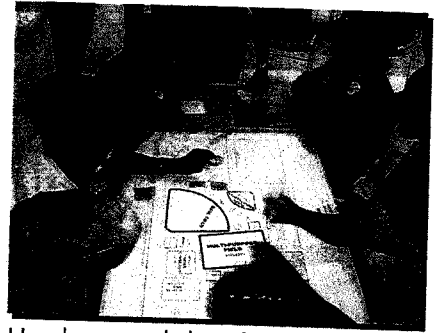
Cottonwood Creek Park, permeable paving

Public Facilitation

The Schmidt Design Group, Inc. has extensive experience working with communities. Glen Schmidt, FASLA has an unblemished record of facilitating consensus on even the most controversial and volatile discussions. Each community participation process is customized depending on city desires and the special interests of the community.

Camino Ruiz Neighborhood Park, San Diego, CA

This new 12-acre park project was highly controversial among the Mira Mesa community, pitting the youth leagues (that wanted more active ballfields) against the neighborhood who insisted that a more passive design for the park was appropriate. The first community meeting was heated and was attended by more than 200 people. Through a series of workshops with a steering committee representing the various special interests, Glen Schmidt was able to forge a consensus which was then approved by the Area Committee and Park and Recreation Board. Construction was complete in 2006.



Hands-on workshop for Pine Avenue Park.

Carmel Valley Community Park South, San Diego, CA

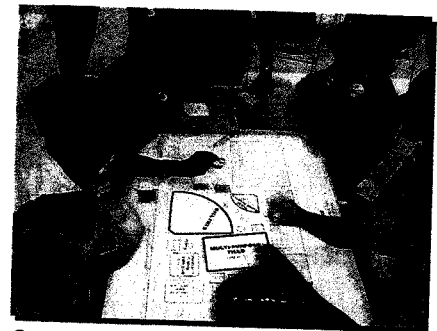
This 10-acre project was very controversial because of the local neighborhood's opposition to active ballfields adjacent to their homes. Glen Schmidt facilitated a series of meetings and workshops with the neighborhood. By designing the project with landscape buffers and moving noise and light intensive amenities away from the residents, Glen was able to facilitate a consensus.



Community meeting, Carmel Valley Community Park South

Pine Avenue Park, Carlsbad, CA

This 7.7-acre community park was completed in 2006. Glen Schmidt crafted a "take part" workshop process with city staff and the local community. The audience was split into 8 tables of 7-8 people. Each table was given a base sheet of the site to scale and templates of the requested amenities in the park. The tables were given a short period of time to create a design for the park exhibiting the most important features. Each table presented their design to the group – input was lively and positive. The Schmidt Design Group, Inc. then created a final alternative utilizing many of the ideas generated during this process. The master plan was approved without significant opposition.



Community design tables, Pine Avenue Park

Walnut Grove Park, Escondido, CA

Because of stratified interest groups for this 50-acre park, Glen Schmidt met with special interest "focus groups" individually to better understand their issues and to develop a rapor. Taking into consideration and recognizing each of the special interest group's concerns allowed the public meetings to be civil and productive.



Focus group meeting with the Historic Society for Walnut Grove Park.

Awards and Recognition

SCHMIDT DESIGN GROUP, INC.

- Alternative Mode Project of the Year, Cliff Street Bike Path/Pedestrian Bridge, Solana Beach, CA, California Transportation Award, 2009 (subconsultant to TY Lin International).
- Project of the Year, 40 Million Gallon Twin Oaks Reservoir No. 2, Vallecitos, CA, American Society of Civil Engineers, 2008 (subconsultant to Infrastructure Engineering Corporation).
- Honor Award, West Valley Parkway, Escondido, CA, American Public Works Association, 2008.
- Project of the Year, Cliff Street Pedestrian Bridge, Solana Beach, CA, American Public Works Association, 2008 (subconsultant to TYLin International).
- Award of Excellence, Pine Avenue Park, Carlsbad, CA, California Park and Recreation Society, 2008.
- Award of Excellence, Pine Avenue Park, Carlsbad, CA, California Park and Recreation Society, 2008.
- Award of Excellence, Camino Ruiz Neighborhood Park, San Diego, CA, California Park and Recreation Society, 2008.
- Merit Award, Briercrest Park, La Mesa, CA, American Society of Landscape Architects San Diego, 2007.
- Merit Award, Camino Ruiz Neighborhood Park, San Diego, CA, American Society of Landscape Architects San Diego, 2007.
- Orchid Award, Briercrest Park, La Mesa, CA, Orchids and Onions Public Awareness Program, 2007.
- Orchid Award, Stone Brewing World Bistro and Gardens, Escondido, CA, Orchids and Onions Public Awareness Program, 2007.
- Project of the Year, Pine Avenue Park, Carlsbad, CA, American Public Works Association, 2007.
- Honor Award, Camino Ruiz Neighborhood Park, San Diego, CA, American Public Works Association, 2007.
- Housing Project of the Year, Inclusionary, Fairbanks Ridge, San Diego, CA, San Diego Housing Federation, 2007.
- Award of Excellence, Solana Beach Coastal Rail Trail, Solana Beach, CA, California Park and Recreation Society, 2007.
- Achievement Award, Rancho Peñasquitos Skate Park, San Diego, CA, California Park and Recreation Society, 2007.
- Orchid Award, Landscape Architecture, Solana Beach Coastal Rail Trail, Solana Beach, CA, Orchids and Onions Public Awareness Program, 2006.
- Project of the Year, San Diego Chapter of the American Public Works Association, Rancho Peñasquitos Skate Park, San Diego, CA, 2006.
- In 2005 Glen Schmidt was inducted as a Fellow in the American Society of Landscape Architects for "Works of Landscape Architecture". This is one of the highest honors in the profession of Landscape Architecture, conferred on individuals in recognition of exceptional work over a sustained period of time.

Partial List



Silver Strand, "Nature's Bridge to Discovery", Coronado, CA

National Rail-Trail Design Award, Rails-to-Trails Conservancy, for outstanding design of interpretive areas and destination points, 2003.

American Public Works Association, Runner Up Award for Project of the Year in the Environmental Category, 2003.

Orchid Award, Landscape Architecture/Environmental Solutions, Orchids and Onions Public Awareness Program, 2000.

Award of Merit, Landscape Detail, American Society of Landscape Architects San Diego, Silver Strand Least Tern Monument, 2003.

Hibiscus Award, City of Coronado, CA, 2002.

Award of Honor, American Society of Landscape Architects San Diego, 1999.

- **Project of the Year** San Diego Chapter of the American Public Works Association, Solana Beach Coastal Rail Trail, Solana Beach, CA, 2005.
- **Project of the Year** San Diego Chapter of the American Public Works Association, Briercrest Park, La Mesa, CA, 2005.
- **Innovative Concrete Award** San Diego International Chapter of the American Concrete Institute, Solana Beach Coastal Rail Trail, Solana Beach, CA, 2005.
- **Award of Merit**, American Society of Landscape Architects San Diego, for Solana Beach Coastal Rail Trail, Solana Beach, CA, 2005.
- **National Park Service Design Recognition Award** Honorable Mention Award presented by the Rails-to-Trails Conservancy, Solana Beach Coastal Rail Trail, Solana Beach, 2003.
- **Award of Excellence and Leadership in Design** San Diego Horticultural Society, "A Garden Passage", San Diego Garden Show, CA, 2000.
- **Award of Merit** American Society of Landscape Architects San Diego, Longfellow Elementary School Stele Project, San Diego, CA, 1999.
- **Award of Merit** American Society of Landscape Architects, San Diego, CA, Gompers Outdoor Science Laboratory 1997.
- **International Design Competition Winner**, Jardin du Desert, Les Floreales D'Angers, France 1996.
- **Award of Excellence** California Parks and Recreation Society, Facility Design, The Wave Waterpark, Vista, 1995. Landscape Architectural Subconsultant.
- **Award of Merit** American Society of Landscape Architects San Diego, Streetscape Design Guidelines for Market Street Corridor San Diego, CA, 1993.
- **Orchid Award** Landscape Architecture/Graphic Design, Imperial Avenue Street Improvement Project, San Diego, CA, Orchids and Onions Public Awareness Program, 1993.
- **Orchid Award** Landscape Architecture, Hilleary Park, Poway, CA, Orchids and Onions Public Awareness Program, 1993.
- **First Place** San Diego AIDS Awareness Garden Design Competition (to be located in Balboa Park), San Diego, CA, 1993.
- **Honorable Mention** American Planning Association, San Diego, CA, Imperial Avenue Street Improvement Project, 1993.
- **Orchid Award** Environmental Solution, Swami's Beach Access and Bluff Stabilization, Encinitas, Orchids and Onions Public Awareness Program, 1991.
- **First Place** Waterfront Park Design Competition, City of Santa Barbara Housing and Redevelopment Agency, 1991.
- **Award of Merit** American Society of Landscape Architects San Diego, Southwestern Satellite School, 1991.
- **Certificate of Recognition** American Society of Landscape Architects San Diego, Valle Verde Park Stream Element, 1991.
- **Award of Merit** California Council of Landscape Architects, Rancho Santa Fe Garden Club, 1989.
- **Award of Merit** American Society of Landscape Architects San Diego Chapter, Rancho Santa Fe Garden Club, 1988.



**Cottonwood Creek Park,
Encinitas, CA**

Award of Merit American Society of Landscape Architects San Diego, 2005.

Environmental Award Sunset Magazine Environmental Award, 2005.

Project of the Year San Diego Chapter of the American Public Works Association, 2004.

Orchid Award Orchids and Onions Public Awareness Program, 2007.



REFERENCES

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EXHIBIT D

Period of Performance

The District's approximate time schedule for completion of each portion of these projects is as follows:

Design and Engineering:	15 days
Construction Documents:	45 days
Deadline for All Documents:	March 29, 2010