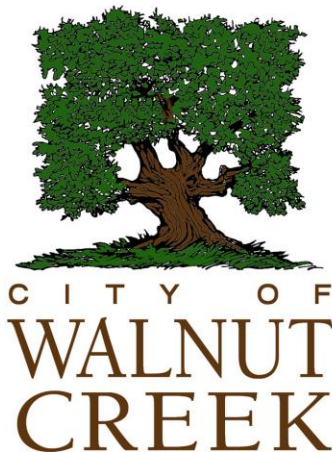


CITY OF WALNUT CREEK, CALIFORNIA

REQUEST FOR PROPOSALS AQUATIC DESIGN SERVICES



Pre-Proposal Conference: March 3, 2017

Proposals Due: March 20, 2017

Contact: Kevin Safine, Arts + Recreation Director

RFP# 2017-6410-AR

FEBRUARY 14, 2017

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City of Walnut Creek
Request for Proposals: Aquatic Design Services
February 14, 2017

The City of Walnut Creek (City) is soliciting proposals from qualified individuals or firms to provide design alternatives for a new swim center at Heather Farm Park. To serve future needs of the aquatics community, four broad principles were established by the City as part of this process, and these will be used to measure potential success of any potential pool scenario.

- Balanced aquatic programs and facilities for all ages, ranges of health, level of experiences, and recreational and athletic interest
- Long term commitments from user groups
- Shared capital investments from community partners
- Reduced, or eliminated, City operating support to ensure the sustained economic viability of aquatic programs and facilities.

The successful proposer will be asked to use these principles as well as previously established program and facility assessments as the basis for designing a new swim complex and identifying full capital and operating costs.

**Proposals are due to the City of Walnut Creek's Arts + Recreation
Department by 5:00 p.m. on March 20, 2017**

A. BACKGROUND

The City of Walnut Creek, located in the east San Francisco Bay Area, is a city of approximately 70,000 residents and is a retail, cultural, and recreational destination for people throughout the Bay Area. The Arts and Recreation Department is specifically responsible for overseeing all aspects of the City's recreational activities, including the aquatics program.

The City owns and operates two aquatic facilities: one located in the center of the city at Heather Farm Park, called the Clarke Memorial Swim Center, and the other located in the west side of the city at Larkey Park, called the Larkey Swim Center. (Note that the Larkey facility is currently being renovated by the City to serve recreational uses, swim team practices and swim lessons; it will not be included as part of this project.)

The Clarke Swim Center was designed and built in the early 1970s and houses three swimming pools: a 50-meter by 25-yard lap pool, a 60-foot by 30-foot wading pool, and an 82.5-foot by 46-foot diving pool. The facility is open year-round and also includes a 6,900 square foot bath house with a central reception area, separate men's and women's locker and shower facilities, a classroom, workout room, and offices. The City's aquatics programs have become recognized leaders in the swim community over the past 45 years. The Clarke facility serves as a regional aquatics hub, serving approximately 300,000 patrons annually, and supporting a full range of aquatic services from learn-to-swim through masters programs.

The age, the condition of the facilities, and the changing demand for aquatics created the opportunity to pursue an assessment of the City's aquatics programs and facilities. In 2010, this assessment looked at the demographic and market trends surrounding aquatics, the corresponding future needs for aquatic services, and the program and facility options to meet these needs. The final report stated that a new bathhouse and multi- pool solution at Heather Farm Park could be developed to meet the future needs of the aquatic community, with a baseline of current programming along with opportunities for future growth. *Attachment 1 is the Executive Summary from the 2010 report.*

After a thorough analysis was completed in 2011, the cost to build the possible future Heather Farm facility was estimated at \$22,400,000. The model identified in the needs assessment assumed the City would fully remain in the business of investing in, operating, and delivering the aquatic facilities and programs for the foreseeable future.

Since 2011, key factors led to a shift away from the suggested Heather Farm Park facility:

- The costs associated with the construction of the facility exceeded resources available to the City.
- As a result of the economic downturn, the City sought to reduce the financial strain on the General Fund's capital and operating budgets.
- Other communities achieved successful partnerships with outside operators that could serve as models for Walnut Creek.
- A new aquatic resource at a local high school was coming on line and could address some of the community demand.

In 2015, the City Council directed staff to identify a partner to help the City determine how to finance, construct, operate, and maintain a new aquatic facility within Heather Farm Park. As a result of this process, the Council selected a consultant to develop alternate space and facility programs, including preliminary conceptual construction cost and operating models. The consultant presented alternatives for a future aquatic facility, encompassing a range of programming and building scenarios. After receiving the consultant's work, the City Council in 2016 directed staff to issue an RFP seeking formal designs and cost estimates for a future aquatic center at Heather Farm Park. *A summary of that report, including the City's preferred facility concepts noted as "C-1" and C-2" are included as Attachment 2.*

B. SCOPE OF SERVICES

The scope of work of this project will consist of two facility designs for a comparative evaluation of the facility configuration, size, and the full capital and operating costs of a new Heather Farm Park Aquatic Facility. Based on the direction provided by the Walnut Creek City Council, the successful proposer will provide design services for the following facility options.

Both designs will include the following elements:

1. Demolition of existing bathhouse, mechanical infrastructure, swimming pools and pool decks
2. Construction of a new leisure pool with an area for recreational swimming and amenities for family recreation that may include a river, play structure, zero-depth entry, and slides
3. Installation of new utility points of connection
4. New landscaping
5. Other amenities necessary to provide for all operations of the facility

In addition to these base concepts, the distinctions between the two options are as follows (note that the square footage figures are estimates at this time):

- Option 1 contemplates a 25 meter x 25 yard fitness pool, approximately 23,400 square feet of deck space, and a roughly 8,500 square foot bathhouse.
- Option 2 would include a 50 meter x 25 yard fitness/competition pool, approximately 44,400 square feet of deck space, and a roughly 13,000 square foot bathhouse.

In addition to these two design options, the successful proposer will be invited to explore and present alternatives to the challenge of designing and building a new aquatic center, which may include a renovation of the existing pool(s) rather than demolition and new construction. Such creative alternatives may also require full design services as well as estimates of all capital and operating costs associated with such facilities.

Specific Services

Although the following is representative of the scope of services for this project, other duties of a similar nature may be required.

1. Review existing documentation
 - The successful proposer shall become familiar with the background for this project, including the Heather Farm Master Plan, prior needs assessments, preliminary design concepts, alternate programming concepts, and the current programs, participation, and budget data.
2. Solicit and consolidate input from a variety of constituents
 - The successful proposer is expected to participate in a minimum of one public outreach meeting to receive community input regarding current and future demand for aquatic programs and facilities.
 - The facility planning will incorporate (where applicable) feedback received from the community meeting.
 - Any additional community involvement will be determined by the City in conjunction with the successful proposer.
3. Review the program of service furnished by the City to determine the requirements of the project and arrive at a mutual understanding of such requirements.

4. Schematic Design Phase

Prepare schematic design alternatives that include, but will not be limited to:

- Written program
- Site, building, pool and deck diagrams, conceptual floor plans, and graphic representations that reflect design objectives, space requirements, relationships, site conditions, perspective sketches/renderings, computer modeling, and/or a combination of these media
- Traffic and parking study and solutions to related environmental concerns
- Code requirements
- Rough order of magnitude estimates of probable construction cost based upon current area, volume, or other unit costs
- Preliminary operational cost estimates. These full cost estimates will also be divided into specific recreational components/features which can be added or deleted from the conceptual complex.

5. Design Development Phase

Based upon the schematic design documents approved by the City and any adjustments authorized by the City in the program, schedule or construction estimates, the successful proposer shall prepare, for approval by the City, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

Design development deliverables shall include the following:

- Swimming pool plan views
- Swimming pool longitudinal and cross sections
- Swimming pool finish details
- Swimming pool rail goods / competitive equipment details
- Site and building plan views
- Building longitudinal sections
- Building finish details
- Landscaping and hardscape details
- Swimming pool decks and drainage details
- Full cost estimates for all of the above

The successful proposer shall also provide the City with building and infrastructure requirements, including design criteria, as needed to service the swimming pool and building equipment, including:

- Swimming pool equipment room dimensions
- Building mechanical room dimensions
- Sanitary/storm sewer requirements and points of connection
- Domestic water requirements and points of connection
- Natural gas requirements and points of connection
- HVAC requirements for swimming pool and building equipment including preliminary equipment selection and location, routing of major systems, and single line diagrams
- Electrical requirements and points of connection for swimming pool and building equipment
- Swimming pool decks and drainage details
- Landscaping and hardscape details
- Full cost estimates for all of the above

At the conclusion of this phase, the successful proposer shall advise the City of any adjustments to the rough order of magnitude estimate of probable construction costs and full operating costs identified in the schematic design phase.

6. The successful proposer will be required to present the study findings to public meetings of the City's Park, Recreation and Open Space Commission and the City Council.

C. PROPOSAL CONTENT & SUBMISSION REQUIREMENTS

To be considered in the selection process, the qualified proposer should organize the proposal as follows:

1. **Transmittal Letter** expressing the respondent's interest and qualifications. The letter must contain the signature of the individual who is authorized to bind the proposer to the terms of the proposal, a statement that the response is valid for 90 days, and a statement disclosing any past or ongoing potential conflicts of interest the consultant may have as a result of performing the requested work. The letter should also briefly explain how the proposer's expertise is demonstrated by previous experience, and the value or benefits that stand out from other proposers.

2. **Respondent Profile**, which includes:

- A brief overview of the firm, and the respondent's name, address, telephone numbers, web site, and e-mail address
- A summary of relevant experience including, but not limited to:
 - Aquatic facility planning, design and engineering expertise
 - Aquatic facility capital and operating cost estimating expertise
 - Site evaluation capabilities and experience, including any required traffic and parking impact expertise
 - Public outreach and engagement expertise
 - Knowledge of Walnut Creek's local and regional aquatics programs and facilities
- Information for all proposed project personnel, including:
 - The lead or project manager for the team
 - A listing of team personnel who will actually be assigned to perform the work on this project, a breakdown of project management hierarchy, and a description of tasks assigned per project team member
 - Resume and experience record for each person, including years of relevant experience, education and anticipated amount of time each will actually work on this project and location of each person
 - For firms located outside the region, address how you will remain responsive to short notice requests and meetings
 - The proposal should also include the names and addresses of any outside consultant(s) or associate(s) proposed to be involved with this project, with the proposed sub-consultant(s) experience and qualifications for firm's assigned personnel

3. **References** for similar projects managed within the last five years, ideally from other public jurisdictions, by the personnel proposed for this contract. References should identify the client organization, nature and date of the contract, and the name, title, telephone number, web site, and e-mail address of the contact person for each reference. The references shall include the cost of the project and scope of work accomplished. The list shall include projects that were similar in size and scope to the City's Aquatic Design project.

4. **Project Approach** - A detailed description of how your firm proposes to approach this project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each phase identified in the scope of services.

Responses should not exceed **20 pages** in length including all exhibits or attachments other than resumes. **An original and five copies** of the proposal **and an electronic version** of the proposal must be submitted. **Responses must be received by 5:00 p.m. on March 20, 2017** at the address listed below. Fax copies of proposals will not be accepted. Late submittals will not be considered and will be returned unopened. The responses shall be delivered to:

City of Walnut Creek
 Arts & Recreation Department
 1666 North Main Street, 3rd Floor
 Walnut Creek, CA 94596
 Attn: Kevin Safine, Director

D. PROJECT TIMELINE (ESTIMATED)

Milestone	Date
Request for Proposal Issued	2/14/17
Confirmation of Proposer’s Conference Attendance	2/27/17
Proposer’s Conference (11:00 a.m., Clarke Swim Center)	3/3/17
Final date to submit questions about this RFP	3/10/17
Proposals Due	3/20/17
Interviews (if needed)	April, 2017
Selection & Completion of Contract Negotiations	April, 2017
Successful Proposer Begins Work	May, 2017

E. PROPOSER’S CONFERENCE

Interested professionals are invited to attend a Proposer’s Conference on **Friday, March 3, 2017 at 11:00 a.m.** at the Clarke Swim Center (1750 Heather Drive in Walnut Creek) to review the project, tour the facility and have questions answered regarding the scope of the project. Prospective proposers are asked to contact **Cyndi Hashimoto in the Arts & Recreation Department at (925) 943-5848 or hashimoto@walnut-creek.org by 5:00 p.m. on Monday February 27, 2017** to confirm their attendance at the Proposer’s Conference. Proposers should bring those personnel who are needed to ascertain the scope of this project. City responses to questions will be made in the presence of all attendees.

F. MINIMUM QUALIFICATIONS

1. The lead on-site project professional should have a minimum of 5 years of experience in completing aquatic or other recreation center design and/or engineering services.
2. Significant experience working with municipalities.
3. Demonstrated ability to successfully complete the scope of services on time and within budget.
4. Demonstrated ability to successfully work with municipal staff and the general public.

G. SELECTION PROCESS

A fully responsive proposal will demonstrate the successful proposer's ability to meet the City's goals. The overall quality and thoroughness of the proposal will be evaluated in addition to the minimum qualifications noted above. The proposal will also be evaluated using, but not limited to, the following criteria:

1. Completeness, overall organization, and clarity of the response
2. Demonstrated understanding of the City's vision and the requirements of this RFP
3. Relevant qualifications and experience of the respondent and specific team members
4. Direct experience in aquatic facility design and renovation
5. Satisfaction of previous and current clients related to needs assessments or facility renovations
6. Management approach and ability to work with public agencies, community-based groups, and the public at large

The City will review all proposals received by the deadline, evaluate proposals that are deemed to be responsive, identify a short list of proposers to interview, and conduct interviews, if necessary. The City will then enter contract negotiations with the proposer whose understanding of the City's goals, qualifications, experience, proposal content and quality, proposed approach and work plan, availability, references, and other factors best meet the City's needs. If it is not possible to negotiate a satisfactory agreement with the first choice proposer, the City may negotiate with another proposer. The City reserves the right to cancel or modify the selection process at any time or to reject any proposals that are deemed to be unresponsive.

H. GENERAL REQUIREMENTS & INFORMATION

1. All costs for preparing or responding to the proposal in response to this RFP are solely the responsibility of the proposer.
2. A respondent may withdraw and resubmit a proposal prior to the proposal submission deadline. No re-submissions will be allowed after the submission deadline.
3. The selected proposer is required to provide a valid City of Walnut Creek business license number prior to contract approval. Please contact the City's Business License Unit at (925) 943-5821 or businesslicenses@walnut-creek.org to obtain an application or for additional information.
4. Proposals and materials produced by the selected proposer in the course and scope of this engagement shall become property of the City of Walnut Creek once received by the City.
5. Changes to the selected proposer's project personnel shall not be allowed without prior written approval by the City.
6. Pursuant to the California Public Records Act (California Government Code Section 6250 et. seq.), public records may be inspected and examined by anyone desiring to do so. All submitted proposals are considered public records subject to disclosure.

I. STANDARD CITY CONSULTANT AGREEMENT

An agreement will be negotiated and executed with the selected architect. The City's standard consultant agreement is provided as Attachment 3 for information. Please review this document and state in the proposal any changes or objections to the terms of the agreement. All work performed, all charges billed by the selected architect/firm, and all insurance and other requirements will be in accordance with the terms of the agreement.

J. CONDITIONS OF THIS REQUEST

The City reserves the right to cancel or modify the selection process or reject any proposals that are deemed to be unresponsive. The City does not make representation that an agreement will be awarded to any party making a submittal. The City is not liable for any costs incurred by the proposers related to the preparation of their proposal or in any other aspect of their consideration for this engagement.

K. QUESTIONS

Please direct questions regarding this Request for Proposal to:

Kevin Safine
Arts and Recreation Director
City of Walnut Creek Arts and Recreation Department
925-943-5848
Safine@walnut-creek.org

ATTACHMENT 1
2010 AQUATIC NEEDS ASSESSMENT EXECUTIVE SUMMARY



WALNUT CREEK aquatics needs assessment study

Executive Summary





WALNUT CREEK

aquatics needs assessment study

Executive Summary

Providing outstanding community facilities and maintaining a sufficient inventory of facilities to meet the needs of the community is a strategic objective of the City of Walnut Creek Arts, Recreation, and Community Services Department. In August 2009, the City of Walnut Creek engaged The Sports Management Group to perform an Aquatics Needs Assessment. The objective of the study was to: (1) conduct an assessment of the City's existing aquatic facilities and programs, (2) analyze the market conditions for aquatics, (3) assess the interest and demand for aquatics program, (4) identify deficiencies, and (5) recommend improvements necessary for the delivery of a comprehensive and financially sustainable aquatic program. The study was conducted with an extensive public outreach process designed to provide opportunity for public input. This input process will continue as the report from the study is presented to the Parks, Recreation and Open Space Commission and to the City Council.

ASSESSMENT OF THE CITY'S EXISTING AQUATIC FACILITIES & PROGRAMS

The City of Walnut Creek owns and operates two aquatic facilities: the Clarke Swim Center located in Heather Farm Park, and the Larkey Park Pool located in Larkey Park. The Clarke Swim Center was opened to the public in 1969 and houses three swimming pools: a 50-meter x 25-yard lap pool, a 60' x 30' instructional pool, and a 25 meter x 46' diving pool. A 6,900 square foot bathhouse provides access control and reception, locker room and shower facilities, a classroom, fitness room, staff office and support space.

Larkey Swim Center opened in 1967 and houses two pools: a 25-yard by 6 lane lap pool with a 40' x 40' diving well, and a round children's wading pool with a diameter of 20'. A 3,400 square foot bathhouse provides space for access control and reception, locker rooms, front offices, and support space.

In August and September of 2009, a team of architects, engineers, and a pool designer performed an assessment of the physical condition of all swimming pools, pool decks, building structures,

mechanical rooms, and the surrounding amenities. This analysis included site visits, review of construction documents, and interviews with city staff.

Walnut Creek's aquatic facilities are nearing the end of their service life and require renovation or replacement. The Clarke Swim Center is no longer the premier venue for aquatics in the county. The physical conditions and/or design of the existing Clarke Swim Center and Larkey Park Pool facilities have negatively impacted many of the existing programs and limit new programs for which there is a community demand. The summary findings are provided in this report. The detailed reports are located in the Appendix

In conjunction with the assessment of current programming and facility use, The Sports Management Group analyzed the operating costs and revenue generation for the City's aquatic program. Like most city-operated aquatic programs, the Walnut Creek program is heavily reliant on an operating subsidy from the General Fund. The operating subsidy for actual direct costs in fiscal year 2008-2009 was \$767,000, a 49% cost recovery. Clarke Swim Center achieved a 51% cost recovery while Larkey Park Pool achieved a 33% cost recovery. Cost recovery is defined as the percentage of revenue that is generated to offset operating costs. In general, traditional rectangular pools, like those operated by the City, achieve a 40% to 60% cost recovery. Planning objectives presented in the Recommendations chapter include developing new facilities and programs that can improve the cost recovery and decrease the General Fund subsidy.

BASELINE REPLACEMENT COST – CLARKE SWIM CENTER

As identified in the assessment of the existing facilities, the pools at Clarke Swim Center cannot be renovated to meet current standards. The pools must be replaced to support the current community aquatics programs. Prior to presenting the recommendations for the new aquatic facilities, it is useful to understand the baseline cost to replace the existing facilities. The consultant team prepared cost estimates for Clarke Swim Center based on the following assumptions:



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aquatics needs assessment study

Executive Summary

BASELINE REPLACEMENT COST – CLARKE SWIM CENTER - CONTINUED

- The replacement pools would meet the current service levels but would not expand program opportunities or capacity.
- The replacement pools would conform to current state and county health codes and meet the requirements of the various governing bodies that sanction swimming, diving, synchronized swimming, and water polo.
- The 50-meter pool would be replaced with an all-deep pool of the same size.
- The dive pool (25 meter x 46') would be replaced with a 30-meter x 25-yard pool.
- The existing 1,800 sf instructional pool would be replaced with a 2,000 sq. ft. instructional pool. This pool is larger than the existing pool to offset the loss of shallow water (4') in the existing 50-meter pool.
- 6,900 sq. ft. of the bathhouse would be remodeled with a 4,000 sq. ft. addition to modernize to contemporary standards, conform to health code requirements, accommodate the additional pool mechanical required for separate systems, and increase storage capacity.
- The facilities have not been designed and therefore, the costs can only be estimated in general planning numbers. The order-of-magnitude total project cost in 2010 dollars is \$16.2 million. The baseline does not include improvements to Larkey Park Pool.
- Operating costs are estimated to decrease due to assumed energy efficiencies and reduced maintenance costs. However, those decreases are offset by reduced revenues from the loss of swim lesson and fitness class programming in the all deep 50-meter pool.

It is anticipated that the annual operating subsidy for direct operating costs will remain in the \$700,000 to \$750,000 range, assuming the continuation of the current fee structure and fee policy.

MARKET CONDITIONS FOR AQUATICS

The Sports Management Group conducted a market analysis to assess the market conditions that may have an impact on the demand for aquatic programs and the capacity of the market to respond to that demand. The first step was to (1) examine the demographics of the service area, (2) identify market segments, (3) identify the trends impacting the demand and delivery of aquatic services, and (4) inventory aquatic service providers and venues for competitive aquatics. These elements are described in this report.

The Sports Management Group examined how effectively current aquatic programming and the aquatic facilities at the Clarke Swim Center and Larkey Park Pool are serving the public. This analysis included the identification of potential opportunities to serve any unmet demand. The first step was to analyze the programs and allocation of pool time from data provided by City staff. The second step was to estimate the potential demand, both current and future, for aquatic programs and facilities in which to provide them. This information was derived from interviews with stakeholders, the application of national participation rates in aquatics, and logical comparisons with peer facilities.

The next step was to perform a gap analysis that estimates the difference between the demand for aquatic programs and pool use and the capacity of the City and other service providers to meet that demand.

The last step was to identify improvements or additions to the aquatics facilities that would allow the City to meet its targeted level of service, considering its existing offerings and the current and future demand for aquatics at those facilities.

Details are found with this report section.



WALNUT CREEK aquatics needs assessment study

Executive Summary

GOALS AND OBJECTIVES

The consultant team developed facility recommendations based upon the needs assessment findings reported in this document and identified goals and objectives for the development of new or renovated facilities. This chapter reports the recommendations for both the Clarke Swim Center and Larkey Park Pool.

Goals:

1. Support existing programs and allow for program growth. This includes team aquatics, lap swimming, fitness swimming, meets and events, water exercise classes, and recreation.
2. Better serve the demand for family recreation, learn-to-swim classes, and instructional programs.
3. Through the mix of facilities, increase programming flexibility to maximize use, and maintain adaptability to serve the changing needs and interests of the community.
4. Provide aquatic facilities and programs that are financially sustainable with lower operating subsidies.

Objectives:

Provide an inventory of aquatic facilities that:

1. Allows the City to offer the community a comprehensive aquatics program for instructional, competitive, recreational, fitness, and therapeutic aquatic opportunities to serve the diverse aquatic needs and interests of citizens of all ages and abilities;
2. Recognizes the necessity of public and private funding of the capital costs and offers the highest programming value to the greatest number of users for the cost;
3. Supports programming and pool uses that have the capacity to generate significant revenue that will reduce the amount of General Fund subsidy;

4. Respects the value of parkland at Heather Farm Park and Larkey Park and balances the amount of land potentially required for expansion to create new facilities with the desire to preserve parkland;
5. Reuses valuable assets, when feasible, to provide value to the community and reduce the overall capital cost;
6. Contributes to the quality of life in Walnut Creek by providing facilities that serve to connect residents to the community and contribute to the community pride and recognition.

SUMMARY OF RECOMMENDATIONS

It is recommended that the City of Walnut Creek maintain the two existing outdoor swim centers — Clarke Swim Center located in Heather Farm Park and the Larkey Park Pool located in Larkey Park.

The following describes the recommended improvements and inventory of pools for each of these facilities.

Clarke Swim Center Recommendations

1. Replace the three existing pools at Clarke Swim Center with four new pools—a 50 meter x 25-yard pool, a 35 meter x 25-yard pool with a moveable bulkhead, a 6-lane instruction and lap pool, and a family recreation pool.
2. Renovate and expand the existing bathhouse.
3. Develop new facilities in a manner that allows them to be “zoned” for both competitive and recreational use and physically separated to allow simultaneous use without disruption to any program.
4. Sequence the construction of the pools to allow the continuation of the existing aquatics program to the extent possible.

The order-of-magnitude total project cost is estimated to be \$19.4 million in 2010 dollars



Executive Summary

Clarke Swim Center Recommendations - Continued

The four recommended pools provide a comprehensive aquatic complex that achieves the stated goals and objectives and include the creation of an aquatics complex that will serve the community for the next thirty years. The proposed complex adds substantially more water and provides pools at the various sizes, depths, configuration, and temperatures that serve the users. A key objective is also to expand aquatic opportunity to a larger segment of the community and to deliver a broader range of aquatic services at a lower cost. The recommended program achieves these objectives. A summary of the current capacity, proposed capacity, and net difference is provided in the Recommendations section of this report.

Larkey Park Pool Recommendations

The recommendation for Larkey Park Pool:

1. Increase the area inside the facility by moving the fence out, renovate the existing 6-lane lap pool and diving well, replace the baby wading pool, and add a large and interactive sprayground.

The order-of-magnitude total project cost is estimated to be \$1.6 million in 2010 dollars.

Impact on General Fund

An important objective identified during this study is providing aquatic facilities and programs that are financially sustainable with lower general fund. The aquatics program, like many other

city services, does not generate sufficient revenue to offset 100% of its operating costs. Although recreation and aquatics programming is deemed an important and valued asset to the community, the provision of services must be balanced against the cost of providing those services.

The City's inventory of pools reflects the standard for the time they were constructed, which was over 40 years ago. The pools are rectilinear with "flat water". The biggest trend in aquatics programming over the last several decades has been the family recreation pool. This free form, interactive play pools serve a very different market segment than lap pools and have immense popularity in most aquatic centers. This popularity drives participation and with the high participation comes high revenue. The family recreation pool can generate net revenue to partially fund the operations of the lap pools. The larger the recreation pool the greater the percentage of cost recovery that can be generated. Contributing to the cost recovery is the fact that these facilities are operated seasonally when the demand and participation are high and closed during the off-season.

The proposed sprayground at Larkey Park Pool, if developed inside the fence of the swim center, is also a revenue generator. Spraygrounds require supervision but do not require certified lifeguards. They are operated seasonally, have a low operating cost, and a high use by families with young children. The renovated lap pool, baby pool, and new sprayground operated on a seasonal basis could achieve a 90% to 100% cost recovery rate. This would reduce the Larkey Park Pool operating subsidy by an estimated \$100,000.

The operating subsidy for the four pools recommended for Clarke Swim Center is estimated to range between \$300,000 and \$400,000, in 2010 dollars. This represents a potential reduction in General Fund subsidy of \$250,000 to \$350,000 dollars annually. When combined with the potential \$100,000 reduction in operating subsidy at Larkey Pool, the potential reduction in General Fund subsidy is estimated between \$350,000 to \$450,000 annually. This amount could be further reduced with restructuring of fees. A summary of the operating costs, revenue and cost recovery is in the Appendix.



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aquatics needs assessment study

Executive Summary

Implementation

Phase 2 of the Needs Assessment Study has been funded and the consultant team strongly recommends that the City commence the next of work in the very near term. Given the age and current condition of the pools at both Clarke Swim Center and Larkey Park, it is prudent to proactively continue the planning for their replacement rather than wait for a system failure that demands action.

The recommended Phase 2 tasks for Clarke Swim Center include:

- Develop a plan for the siting of the pools based upon other successful, competitive and recreation multi-pool complexes
- Prepare preliminary state-of-the-art design of the pools and site design
- Based on actual plans, prepare professional cost estimates
- Develop illustrative renderings and other compelling collateral to be used for fundraising and possible community participation

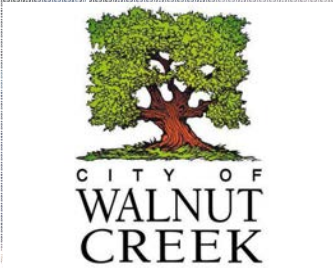
A 1-5 Year Action Plan was developed to address Walnut Creek's aquatic needs and interests through the next 40 years:

- Year 1: Complete Phase 2 of the Aquatics Needs Assessment. (first nine months)

Following the completion of Phase 1 and 2 of the Aquatic Needs Assessment, the City can initiate next steps in the process. The tasks and the estimated time required to complete each task are provided below:

- Year 2: Conduct Environmental Study, Fundraise, Invite Community Participation. The environment document including the Heather Farm Master Plan Amendment should be completed. Other tasks could include a survey of voter opinions regarding public financing, and the development of funding strategies. These efforts could be followed by fundraising and community participation. (minimum 1 year)
- Year 3: Complete Design and Working Drawings. The drawings should allow the project to be built in phases to maintain continuity of programs and to proceed with the first phase of construction. This would also address the most pressing need for the construction of a new deep 50-meter pool. (9 months)
- Year 4: Project Phase 1 – Construct New 50-Meter Pool and Instructional Pool. (1 year)
- Year 5: Project Phase 2 – Construct New All-Deep Pool and Family Recreation Pool. (1 year)

ATTACHMENT 2
NOVEMBER 15, 2016 REPORT TO WALNUT CREEK CITY COUNCIL



HED



Councilman Hunsaker
AQUATICS FOR LIFE

Nov 15th, 2016

Agenda

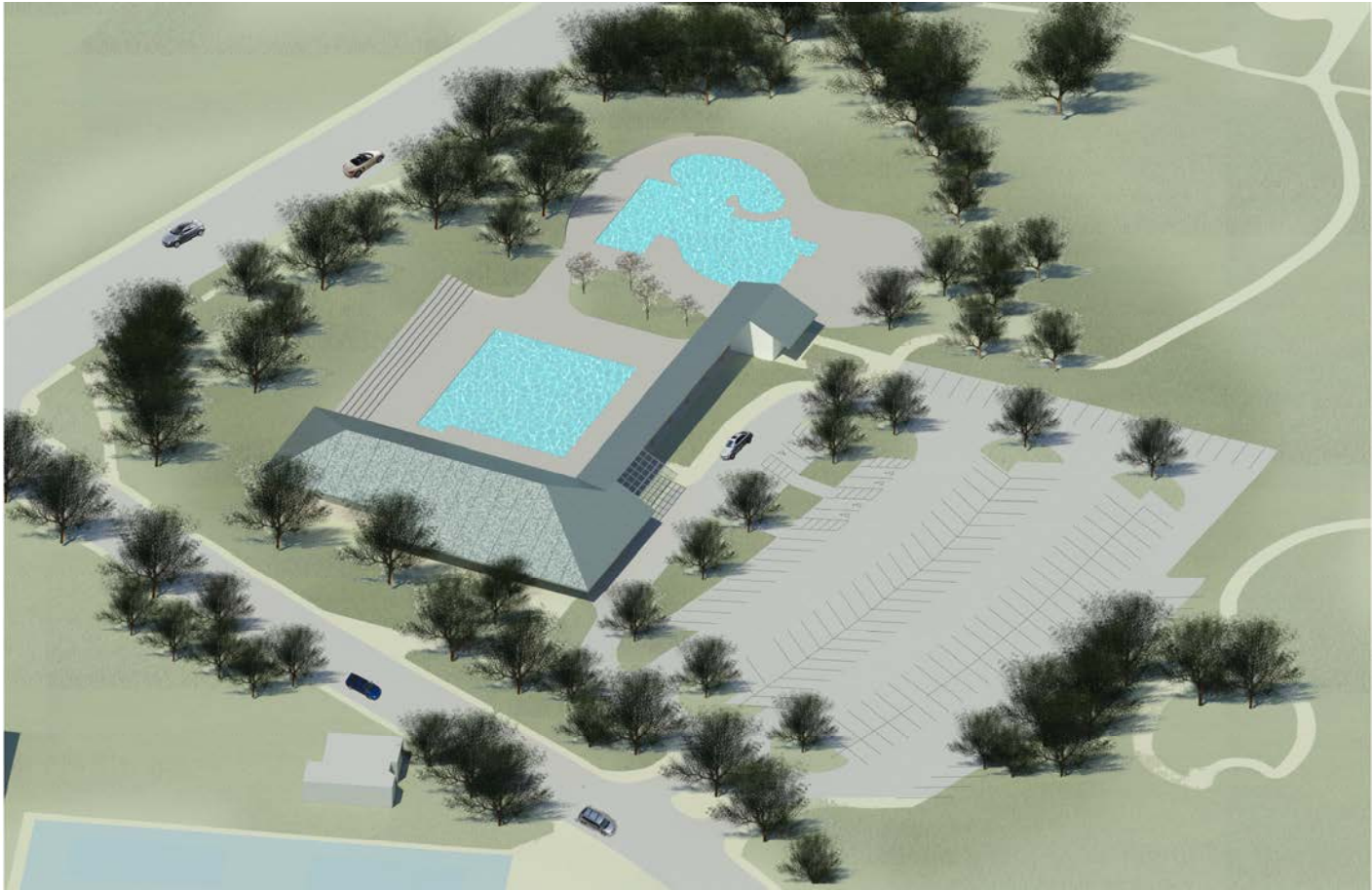
- Alternate Layout Options
- Parking Calculations
- Project Understanding
- City Operated Options
- Private Operated Options
- Summary / Comparison



Alternate Layout Options

- **Option C-1** - Outdoor recreational leisure pool with moving water, waterslides, interactive play units and 4-lane warm-up / teaching area, 25 yard by 25 meter competition pool and 8382sf Bathhouse.
- **Option C-2** - Outdoor recreational leisure pool with moving water, waterslides, interactive play units and 4-lane warm-up / teaching area, 25 yard by 50 meter competition pool and 12,969sf Bathhouse .
- **Option C-3** - Outdoor recreational leisure pool with moving water, waterslides, interactive play units and 4-lane warm-up / teaching area, 25 yard by 25 meter competition pool, 8382sf Bathhouse and 35,000sf Wellness Center with indoor therapy and 4-lane lap pool.
- **Option C-4** - Outdoor recreational leisure pool with moving water, waterslides, interactive play units and 4-lane warm-up / teaching area, 25 yard by 50 meter competition pool, 13,386sf Bathhouse and 41,784sf Wellness Center with indoor therapy and 4-lane lap pool.

Option C-1



 **Counsilman · Hunsaker**
AQUATICS FOR LIFE

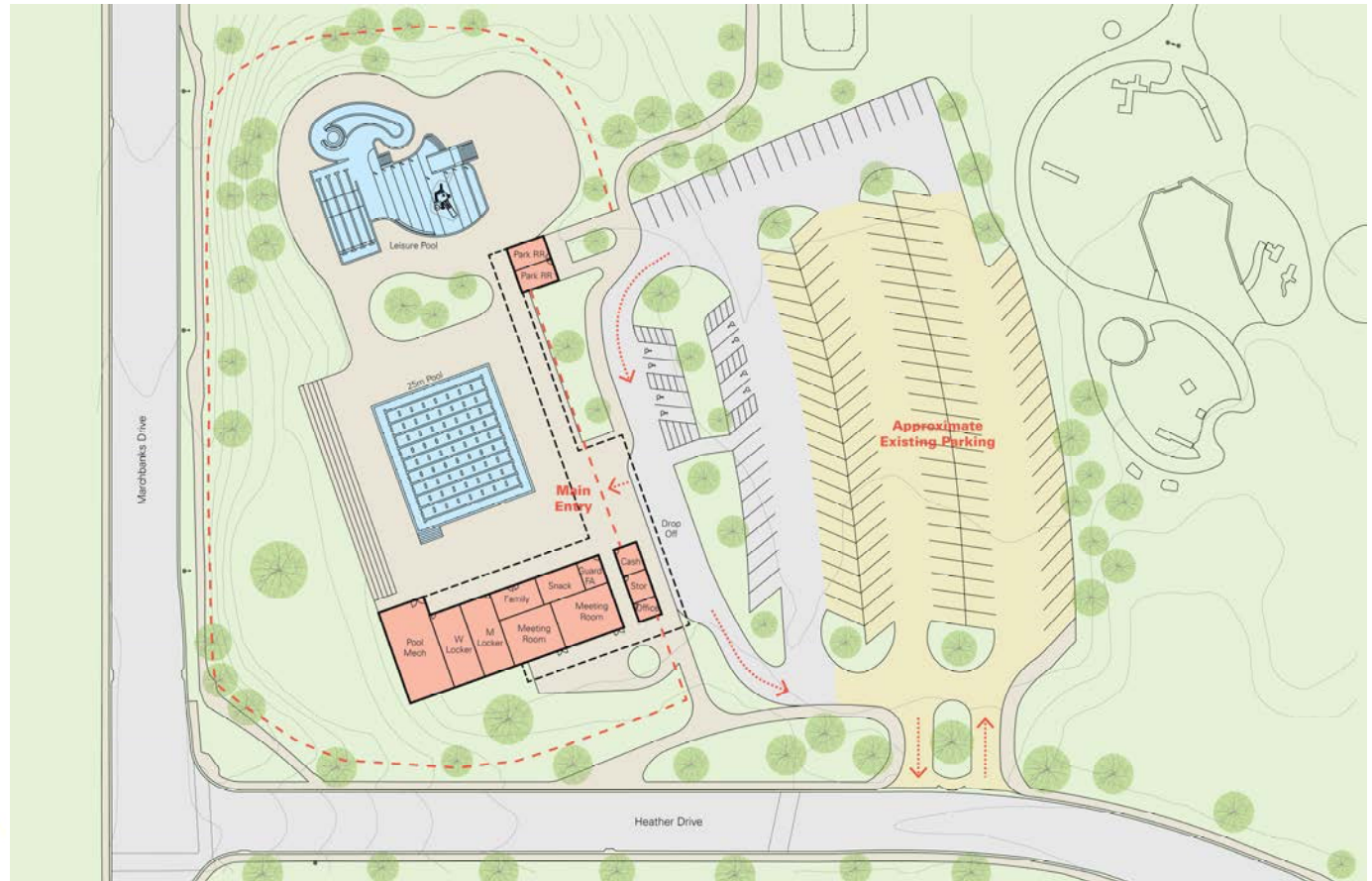


Option C-1 – Programming

	Room / Area	No. of Units	Area/ Unit	Area
AQUATICS PROGRAM				
1	Entry / Cashier	1	200	200
2	Staff Office	1	120	120
3	Guard Room / First Aid	1	200	200
4	Pool / Building Mechanical	1	1,500	1,500
5	Building Mechanical	1	150	150
6	Storage	1	200	200
7	Locker Rooms	2	1,000	2,000
8	Family Changing Room	2	200	400
9	Snack Bar	1	450	450
12	Multipurpose Room	2	1,000	2,000
16	External Park Restrooms	2	200	400
			Subtotal	7,620 Sq.Ft
			Grossing Factor	10%
			Total	8,382 Sq.Ft



Option C-1 – Site and Building Plans



Option C-1 – Opinion of Cost

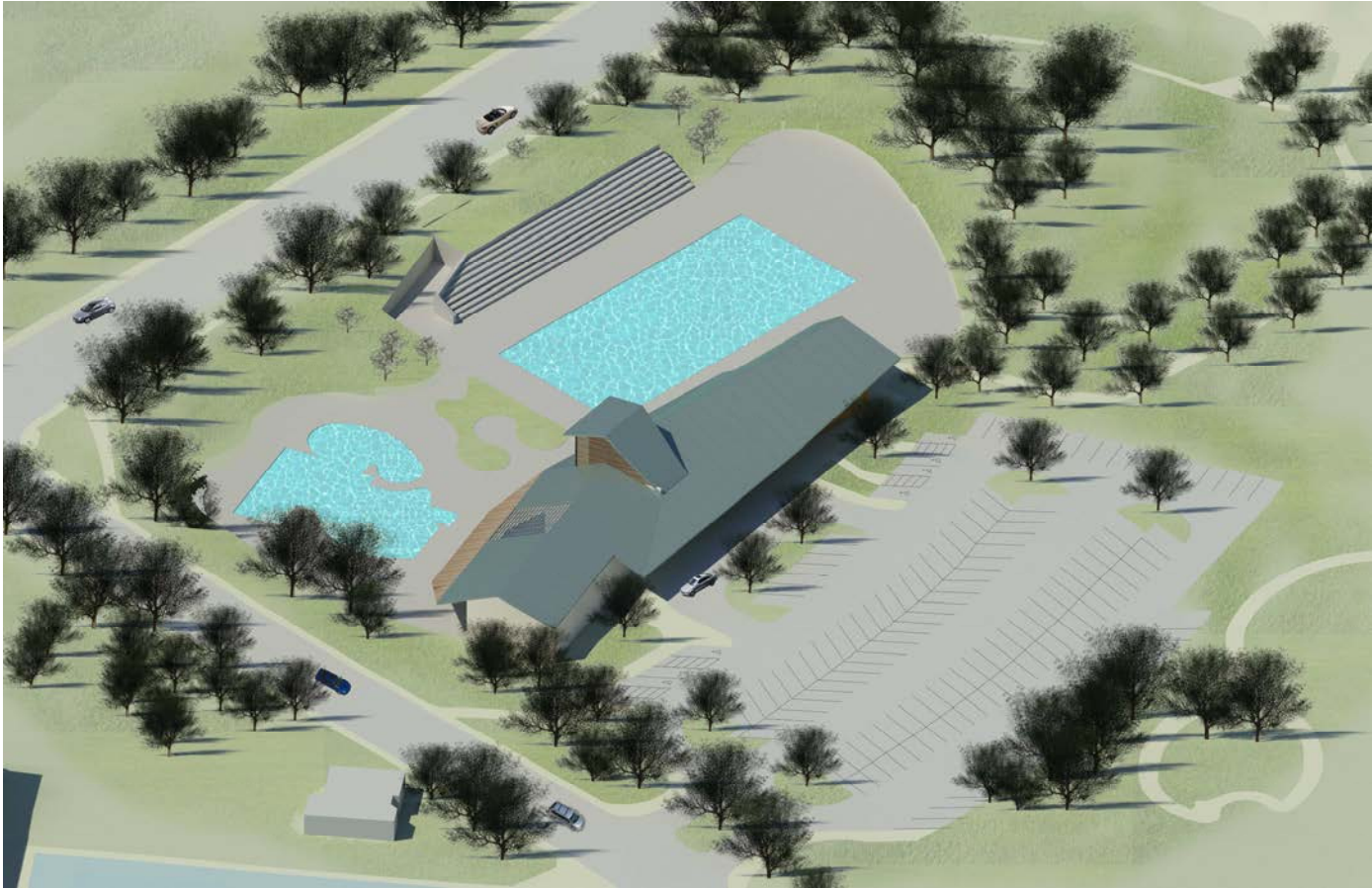
DESCRIPTION	UNIT	QTY.	COST RANGE	
Aquatic Facility				
Bathhouse				
	Sq. Ft.	8,382	\$2,933,700	\$3,373,755
Pools and Water Features (Competition + Leisure)				
		11,700	\$4,387,500	\$5,045,625
Leisure Pool(s)	Sq. Ft.	5,500	\$1,980,000	
Lazy River	Add Cost	1	\$20,000	
Interactive Play Structure	Allowance	1	\$370,000	
25y x 25m Pool	Sq. Ft.	6,200	\$1,987,500	
Springboard Diving	Quantity	2	\$30,000	
Mechanical	Add Cost	1	Included	
Support Structures / Spaces			\$879,178	\$1,011,055
Outdoor Deck	Sq. Ft.	23,400		
Fence	Linear Ft.	1,274		
Overhead Lighting	Allowance	-		
Shade Pavillion	Quantity	2		
Shade Cabanas	Quantity	6		
Shade Structures	Quantity	6		
Competition Swimmer Shade	Quantity	1		
Competition Bleachers Shade	Quantity	1		
Site Work (Allowance)			\$1,200,000	\$1,380,000
Parking / Landscape / Drainage				
Other Costs			\$2,910,000	\$3,346,500
FFE (Deck Equipment, Pool Covers, Office Furniture, etc.)			\$90,000	\$103,500
Preliminary Design Contingency	10.0%		\$940,000.00	\$1,081,000.00
Inflation	10.0%		\$940,000.00	\$1,081,000.00
Indirect Costs	10.0%		\$940,000.00	\$1,081,000.00
TOTAL PROJECT COST			\$12,310,378	\$14,156,935



Option C-1



Option C-2



 **Counsilman · Hunsaker**
AQUATICS FOR LIFE



Option C-2 – Programming

	Room / Area	No. of Units	Area/ Unit	Area
AQUATICS PROGRAM				
1	Entry / Cashier	1	200	200
2	Staff Office	2	120	240
3	Guard Room / First Aid	1	350	350
4	Pool / Building Mechanical	1	3,000	3,000
5	Building Mechanical	1	300	300
6	Storage	1	600	600
7	Locker Rooms	2	1,500	3,000
8	Family Changing Room	2	200	400
9	Snack Bar	1	450	450
12	Multipurpose Room	2	1,000	2,000
16	External Park Restrooms	2	350	700
17	Staff Restroom	2	100	200
18	Team Open Office	1	350	350
			Subtotal	11,790 Sq.Ft
			Grossing Factor	10%
			Total	12,969 Sq.Ft



Option C-2 – Site and Building Plans



Option C-2 – Opinion of Cost

DESCRIPTION	UNIT	QTY.	COST RANGE	
Aquatic Facility				
Bathhouse	Sq. Ft.	12,969	\$4,539,150	\$5,220,023
Pools and Water Features (Competition + Leisure)		18,100	\$6,787,500	\$7,805,625
Leisure Pool(s)	Sq. Ft.	5,500	\$1,980,000	
Lazy River	Add Cost	1	\$20,000	
Interactive Play Structure	Allowance	1	\$370,000	
50m x 25y Competition Pool	Sq. Ft.	12,600	\$3,987,500	
Springboard Diving	Quantity	4	\$60,000	
Bulkhead	Quantity	2	\$370,000	
Mechanical	Add Cost	1	Included	
Support Structures / Spaces			\$1,506,918	\$1,732,956
Outdoor Deck	Sq. Ft.	44,400		
Fence	Linear Ft.	1,274		
Overhead Lighting	Allowance	-		
Shade Pavillion	Quantity	2		
Shade Cabanas	Quantity	6		
Shade Structures	Quantity	8		
Competition Swimmer Shade	Quantity	2		
Competition Bleachers Shade	Quantity	2		
Site Work (Allowance)			\$1,200,000	\$1,380,000
Parking / Landscape / Drainage				
Other Costs			\$4,470,068	\$5,140,578
FFE (Deck Equipment, Pool Covers, Office Furniture, etc.)			\$200,000	\$230,000
Preliminary Design Contingency	10.0%		\$1,423,356.00	\$1,636,859.40
Inflation	10.0%		\$1,423,356.00	\$1,636,859.40
Indirect Costs	10.0%		\$1,423,356.00	\$1,636,859.40
TOTAL PROJECT COST			\$18,503,636	\$21,279,181



Option C-2



Option C-3



Option C-3 – Aquatics Programming

	Room / Area	No. of Units	Area/ Unit	Area
AQUATICS PROGRAM				
1	Entry / Cashier	1	200	200
2	Staff Office	1	120	120
3	Guard Room / First Aid	1	200	200
4	Pool / Building Mechanical	1	1,500	1,500
5	Building Mechanical	1	150	150
6	Storage	1	200	200
7	Locker Rooms	2	1,000	2,000
8	Family Changing Room	2	200	400
9	Snack Bar	1	450	450
12	Multipurpose Room	2	1,000	2,000
16	External Park Restrooms	2	200	400
			Subtotal	7,620 Sq.Ft
			Grossing Factor	10%
			Total	8,382 Sq.Ft



Option C-3 – Wellness Programming

	Room / Area	No. of Units	Area/ Unit	Area
FITNESS PROGRAM				
1	Control Desk/ Lobby/ Staff offices	1	1,500	1,500
2	Child Care/ babysitting	1	200	200
3	Male Toilets/ Showers/ Lockers	1	1,500	1,500
4	Female Toilets/ Sowers/Lockers	1	1,500	1,500
5	Multipurpose/Fitness Studio	2	1,300	2,600
6	Family Changing Rooms	1	120	120
7	Lap Pool	1	4,500	4,500
8	Therapy pool	1	2,000	2,000
9	Resistance and Cardio training	1	6,000	6,000
10	Storage Rooms	2	160	320
11	Mechanical	1	1,500	1,500
TREATMENT SERVICES				
12	Physical medicine (PT/OT/ST)	1	3,000	3,000
13	Occupational Health	1	1,500	1,500
14	Cardiac Rehab	1	1,200	1,200
15	Diabetes	1	1,000	1,000
16	Education Center	1	500	500
17	Admissions	1	1,000	1,000
18	Ancillary - Toilets, Mech, etc	1	500	500
			Subtotal	30,440 Sq.Ft
			Grossing Factor	15%
			Total	35,006 Sq.Ft



Option C-3 – Site and Building Plans



Option C-3 – Opinion of Cost

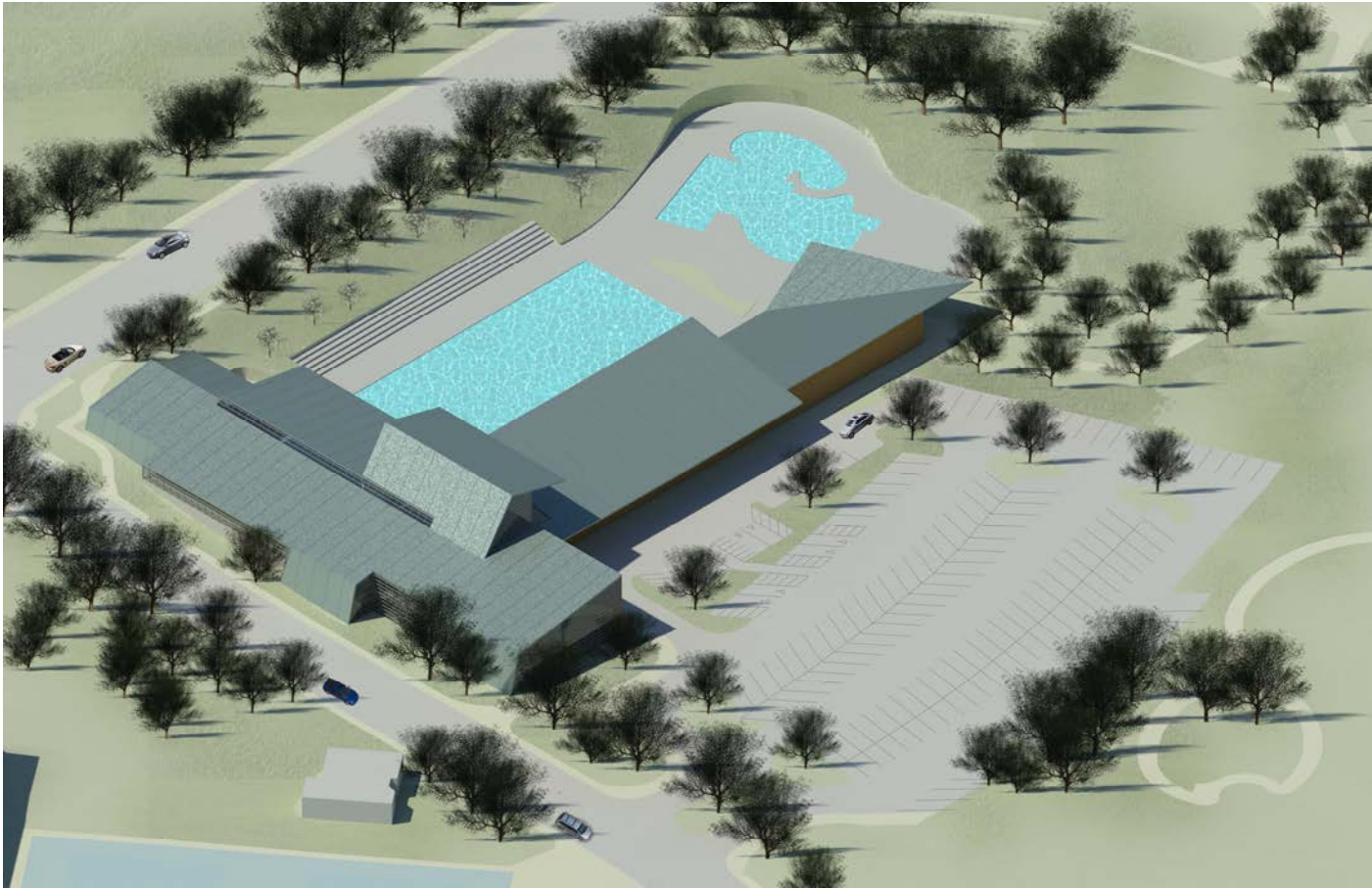
DESCRIPTION	UNIT	QTY.	COST RANGE	
Aquatic Facility			\$12,310,378	\$14,156,935
Bathhouse	Sq. Ft.	8,382	\$2,933,700	\$3,373,755
Pools and Water Features (Competition + Leisure)			11,700	\$4,387,500
Leisure Pool(s)	Sq. Ft.	5,500	\$1,980,000	
Lazy River	Add Cost	1	\$20,000	
Interactive Play Structure	Allowance	1	\$370,000	
25y x 25m Pool	Sq. Ft.	6,200	\$1,987,500	
Springboard Diving	Quantity	2	\$30,000	
Mechanical	Add Cost	1	Included	
Support Structures / Spaces			\$879,178	\$1,011,055
Outdoor Deck	Sq. Ft.	23,400		
Fence	Linear Ft.	1,274		
Overhead Lighting	Allowance	-		
Shade Pavillion	Quantity	2		
Shade Cabanas	Quantity	6		
Shade Structures	Quantity	6		
Competition Swimmer Shade	Quantity	1		
Competition Bleachers Shade	Quantity	1		
Site Work (Allowance)			\$1,200,000	\$1,380,000
Parking / Landscape / Drainage				
Other Costs			\$2,910,000	\$3,346,500
FFE (Deck Equipment, Pool Covers, Office Furniture, etc.)			\$90,000	\$103,500
Preliminary Design Contingency			10.0%	\$940,000.00
Inflation			10.0%	\$940,000.00
Indirect Costs			10.0%	\$940,000.00
Wellness Center			Sq. Ft.	35,000
			\$16,100,000	\$18,515,000
TOTAL PROJECT COST			\$28,410,378	\$32,671,935



Option C-3



Option C-4



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AQUATICS FOR LIFE



Option C-4 – Aquatics Programming

	Room / Area	No. of Units	Area/ Unit	Area
AQUATICS PROGRAM				
1	Entry / Cashier	1	200	200
2	Staff Office	2	120	240
3	Guard Room / First Aid	1	300	300
4	Pool / Building Mechanical	1	3,000	3,000
5	Building Mechanical	1	300	300
6	Storage	1	500	500
7	Locker Rooms	2	1,500	3,000
8	Family Changing Room	3	150	450
9	Snack Bar	1	450	450
12	Multipurpose Room	2	1,000	2,000
16	External Park Restrooms	2	250	500
17	Staff Restroom	1	300	300
18	Team Open Office	1	400	400
			Subtotal	11,640 Sq.Ft
			Grossing Factor	20%
			Total	13,386 Sq.Ft



Option C-4 – Wellness Programming

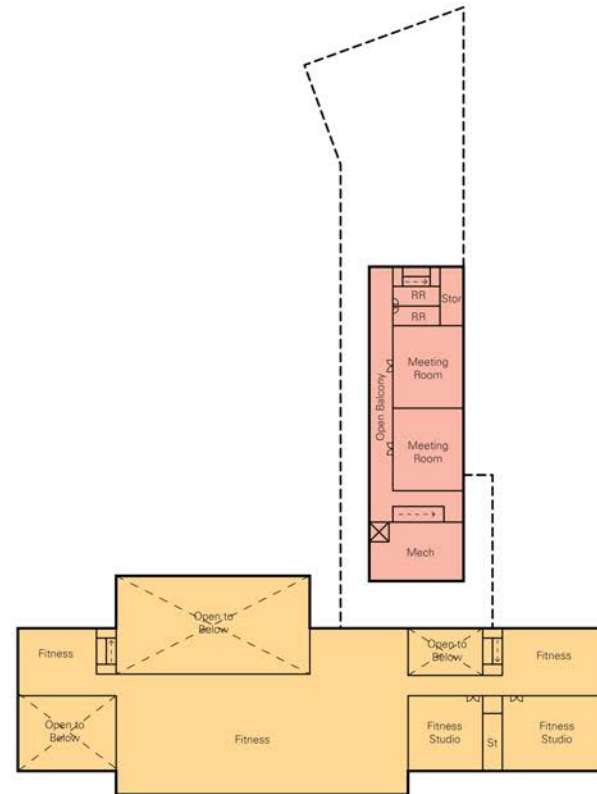
	Room / Area	No. of Units	Area/ Unit	Area
FITNESS PROGRAM				
1	Control Desk/ Lobby/ Staff offices	1	1,500	1,500
2	Child Care/ babysitting	1	200	200
3	Male Toilets/ Showers/ Lockers	1	1,500	1,500
4	Female Toilets/ Sowers/Lockers	1	1,500	1,500
5	Multipurpose/Fitness Studio	2	1,300	2,600
6	Family Changing Rooms	1	120	120
7	Lap Pool	1	4,500	4,500
8	Therapy pool	1	2,000	2,000
9	Resistance and Cardio training	1	7,000	7,000
10	Storage Rooms	4	200	800
11	Mechanical	1	1,500	1,500
TREATMENT SERVICES				
12	Physical medicine (PT/OT/ST)	1	3,000	3,000
13	Occupational Health	1	1,500	1,500
14	Cardiac Rehab	1	1,200	1,200
15	Diabetes	1	900	900
16	Primary care	1	2,500	2,500
17	Education Center	1	1,000	1,000
18	Admissions	1	1,000	1,000
19	Ancillary - Toilets, Mech, etc	1	500	500
			Subtotal	34,820 Sq.Ft
			Grossing Factor	20%
			Total	41,784 Sq.Ft



Option C-4 – Site and Building Plans – Lower Level



Option C-4 – Building Plans – Upper Level



Option C-4 – Opinion of Cost

DESCRIPTION	UNIT	QTY.	COST RANGE	
Aquatic Facility			\$19,649,392	\$22,596,801
Bathhouse	Sq. Ft.	13,386	\$4,685,100	\$5,387,865
Pools and Water Features (Competition + Leisure)			18,100	\$6,787,500
Leisure Pool(s)	Sq. Ft.	5,500	\$1,980,000	
Lazy River	Add Cost	1	\$20,000	
Interactive Play Structure	Allowance	1	\$370,000	
50m x 25y Competition Pool	Sq. Ft.	12,600	\$3,987,500	
Springboard Diving	Quantity	4	\$60,000	
Bulkhead	Quantity	1	\$370,000	
Mechanical	Add Cost	1	Included	
Support Structures / Spaces			\$1,256,918	\$1,445,456
Outdoor Deck	Sq. Ft.	23,400		
Fence	Linear Ft.	1,274		
Overhead Lighting	Allowance	-		
Shade Pavillion	Quantity	2		
Shade Cabanas	Quantity	6		
Shade Structures	Quantity	8		
Competition Swimmer Shade	Quantity	2		
Competition Bleachers Shade	Quantity	2		
Site Work (Allowance)			\$1,200,000	\$1,380,000
Parking / Landscape / Drainage				
Other Costs			\$5,719,874	\$6,577,855
FFE (Deck Equipment, Pool Covers, Office Furniture, etc.)			\$200,000	\$230,000
Preliminary Design Contingency	10.0%		\$1,839,958.00	\$2,115,951.70
Inflation	10.0%		\$1,839,958.00	\$2,115,951.70
Indirect Costs	10.0%		\$1,839,958.00	\$2,115,951.70
Wellness Center			\$19,220,640	\$22,103,736
TOTAL PROJECT COST			\$38,870,032	\$44,700,537



Option C-4



Parking Calculations

City of Walnut Creek Municipal Code, Table A

Office / Medical	1 per 200sf
Health Clubs	1 per 250sf
Park and Recreation Facilities*	Varies - Bay City Transportation Administration

*For the intent of the parking study, 1 parking spot / 3 attendants will be considered



Parking Calculations

OPTION	SWIM CENTER*	WELLNESS CENTER		TOTAL PARKING REQUIRED	EXISTING SWIM CENTER PARKING			PROPOSED NET INCREASE			TOTAL PARKING PROPOSED			
		FITNESS	MEDICAL		Regular	ADA	TOTAL	Regular	ADA	TOTAL	Regular	ADA	TOTAL	
C1	Unit	65,000 Atts / Year (180 / Day)*			60	Regular	ADA	TOTAL	Regular	ADA	TOTAL	Regular	ADA	TOTAL
	Parking Requirement	60				124	7	131	26	1	27	150	8	158
C2	Unit	68,000 Atts / Year (185 / Day)*			62	Regular	ADA	TOTAL	Regular	ADA	TOTAL	Regular	ADA	TOTAL
	Parking Requirement	62				124	7	131	20	1	21	144	8	152
C3	Unit	82,000 Atts / Year (225 / Day)*	25,000sf / 250	10,000sf / 200	225 (75 Aquatics + 150 Wellness)	Regular	ADA	TOTAL	Regular	ADA	TOTAL	Regular	ADA	TOTAL
	Parking Requirement	75	100	50		124	7	131	24	1	25	148	8	156
C4	Unit	82,000 Atts / Year (225 / Day)*	27,800sf / 250	13,900sf / 200	256 (75 Aquatics + 181 Wellness)	Regular	ADA	TOTAL	Regular	ADA	TOTAL	Regular	ADA	TOTAL
	Parking Requirement	75	111	70		124	7	131	28	1	29	152	8	160

HEATHER FARMS PARK PARKING COUNT (EXISTING)	
Clarke Swim Center Parking	
Regular Stalls	124
ADA Stalls	7
Subtotal	131
All Other Parking at Heather Farm Park	
Regular Stalls	582
ADA Stalls	22
Subtotal	604
TOTAL	735



Parking Calculations



existing parking area

approximate total parking 735

Project Understanding

HED and Counsilman-Hunsaker were retained to develop a pro-forma analysis on the various options and scenarios being considered by the city. These variations are based on the inclusion of a 25 yard vs. 50 meter pool and the option of outsourcing operations to a private operator or the city maintaining control of the new pool. It is assumed that all options would include a 5,500 sq. ft. leisure pool.

For the purposes of the pro-forma, 4 options were developed as follows:

- Option C-1 – City operated facility with 25 yard pool
- Option C-2 – City operated facility with 50 meter pool
- Option C-3 – Private operated with 25 yard pool
- Option C-4 – Private operated with 50 meter pool



City Operated

The assumptions for the city operated pool are based on the current facility operations. It was assumed that fees, hours, and programs would remain the same.

Option C-1 – City Operated 25 yard pool

Cashflow Summary

	2017	2018	2019	2020	2021
25Y x 25M					
Attendance	64,452				
Revenue	\$553,877	\$564,071	\$572,683	\$581,842	\$591,300
Expense	\$1,303,659	\$1,334,656	\$1,365,461	\$1,397,037	\$1,429,403
Operating Cashflow	(\$749,782)	(\$770,585)	(\$792,778)	(\$815,195)	(\$838,103)
Recapture Rate	42%	42%	42%	42%	41%

Option C-2 – City Operated 50 Meter pool

Cashflow Summary

	2017	2018	2019	2020	2021
50M x 25Y					
Attendance	67,674				
Revenue	\$694,377	\$721,338	\$784,197	\$804,192	\$850,740
Expense	\$1,600,378	\$1,647,152	\$1,702,823	\$1,747,383	\$1,800,799
Operating Cashflow	(\$906,001)	(\$925,814)	(\$918,626)	(\$943,192)	(\$950,058)
Recapture Rate	43%	44%	46%	46%	47%

Private Operator

The assumptions for the privately operated pool is based on the model of the city paying a management fee to a private operator who would manage all revenues and expenses for the facility. The city maintains ownership and final say for all facility decisions.

Option C-3 – Private Operated 25 yard pool

Cashflow Summary

	2017	2018	2019	2020	2021
25Y x 25M					
Attendance	81,374				
Revenue	\$1,166,778	\$1,213,859	\$1,326,943	\$1,361,506	\$1,444,776
Expense	\$1,349,998	\$1,396,475	\$1,459,318	\$1,500,030	\$1,556,527
Operating Cashflow	(\$183,219)	(\$182,616)	(\$132,375)	(\$138,525)	(\$111,751)
Recapture Rate	86%	87%	91%	91%	93%

Option C-4 – Private Operated 50 meter pool

Cashflow Summary

	2017	2018	2019	2020	2021
50M x 25Y					
Attendance	85,443				
Revenue	\$1,274,186	\$1,323,175	\$1,446,554	\$1,482,613	\$1,572,442
Expense	\$1,639,812	\$1,693,450	\$1,764,385	\$1,812,574	\$1,877,186
Operating Cashflow	(\$365,626)	(\$370,275)	(\$317,830)	(\$329,961)	(\$304,744)
Recapture Rate	78%	78%	82%	82%	84%

4 Option Comparison

City Operated

	25 Yard		50 Meter	
	Low	High	Low	High
Project Cost	\$12,310,378	\$14,156,935	\$18,503,636	\$21,279,181
Operating Rev (Subsidy)	(\$749,782)	(\$838,103)	(\$906,001)	(\$950,058)

Private Operator

	25 Yard		50 Meter	
	Low	High	Low	High
Project Cost	\$12,310,378	\$14,156,935	\$19,649,392	\$22,596,801
Operating Rev (Subsidy)	(\$183,219)	(\$111,751)	(\$365,626)	(\$304,744)



THANK YOU



Counsilman · Hunsaker
AQUATICS FOR LIFE

HED

ATTACHMENT 3
STANDARD CITY CONSULTANT SERVICES AGREEMENT

**City of Walnut Creek
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on _____, 2016, between the City of Walnut Creek, a California municipal corporation (“City”), and _____ (“Consultant”).

RECITALS

- A. The City wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

AGREEMENT

1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.
2. **Compensation and Payment.**
 - a. Compensation. As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$_____, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.
 - b. Payment. Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.
 - c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.
3. **Term; Termination.**
 - a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).
 - b. Termination. City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

[For projects involving Federal funding only; delete for all others.] Contractor is not debarred or suspended under Federal law and shall not use funds provided under this Agreement directly or indirectly to employ or engage the services of any subcontractor during any period of disbarment, suspension or placement in ineligible status under Title 2 Code of Federal Regulations Part 180. Further, Contractor has signed the Debarment and Suspension Certification attached as Exhibit C.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
 - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the aggregate, with completed operations coverage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek
Attn: _____
1666 North Main Street
Walnut Creek, California 94596

CONSULTANT: _____

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.

e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

- h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.
- i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.
- k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

CITY OF WALNUT CREEK	CONSULTANT
By: _____ City Manager	By: _____
	Its: _____
Approved as to Form:	City business license # _____
By: _____ City Attorney	

Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)
- C **Debarment and Suspension Certification (Agreement Section 5.)** *[Note to Staff: For projects involving Federal funding only; delete for all others. There are often many other federal requirements which need to be incorporated. Contact City Attorney's office with your federal funding information, so it can be integrated into the Agreement.]*

Exhibit A
Scope of Services

[to be completed by staff]

Exhibit B
Rates for Time and Materials

[to be completed by staff]

Exhibit C
City of Walnut Creek
Debarment and Suspension Certification
(For projects involving federal funding)

Title 2, Code of Federal Regulations, Part 180, Section 180.335

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated with the Bidder (in the capacity of owner, partner, director, officer, manager):

- (a) Is not currently excluded or disqualified by any Federal agency;
- (b) Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. 180.800(a) (Causes for Debarment), or had a civil judgment rendered against him/her for one of those offenses;
- (c) Is not currently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 C.F.R. 180.800(a); or
- (d) Has not had any public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

If there are any exceptions to this certification, insert the exception in the following space. For each exception, indicate to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of your participation. (2 C.F.R.180.340.)

Signed: _____

Date: _____

Initials of City staff member checking EPLS (<http://epls.gov>): _____
(2 C.F.R. 180.300.)