

**REQUEST FOR PROPOSALS
RFP # 2018-101-AR**

February 8, 2018

Park Planning Services

**PROPOSAL SUBMITTAL DEADLINE:
March 26, 2018**

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I. Invitation

Through this Request for Proposals (RFP), the City of Walnut Creek, California (City) is seeking proposals from interested firms (Consultants) to provide two separate but related services:

1. A review of future programming for the Heather Farm Community Center, Clarke Swim Center, Civic Park Community Center, and Shadelands Arts Center, and recommendations as to the facilities needed to provide these programs.
2. Master Planning update services for the Civic Park and Heather Farm Park Master Plans.

The City is seeking a Consultant that can effectively manage this planning process with expertise in the form of park and recreation programming, park and community facility master planning, community outreach and engagement.

II. Contact Person

Inquiries related to this Request for Proposals should be directed to:

Cyndi Hashimoto, Executive Assistant of Arts and Recreation Department
hashimoto@walnut-creek.org
925-943-5848

III. Project Goals, Purpose and Phasing

Goal Summary

In 2017, the City Council established the following goals that will drive this project:

1. Perform a comprehensive review of future Arts and Recreation programming within the Civic Park Community Center, Heather Farm Community Center, Clarke Swim Center, and Shadelands Arts Center.
2. Identify two to three options (including potential consolidation of programs and facilities) to replace the Civic Park Community Center, Heather Farm Community Center and Clarke Swim Center, and renovate the Shadelands Arts Center. One option will be to continue the status quo within the existing facilities.
3. Review and identify potential funding and financing mechanisms for replacement or renovation of these major facilities [Note: City staff will seek direction from City Council as a separate work plan for development and implementation of funding options at a later date.]

2025 Parks Strategic Plan

In 2016, the City developed a 10-year parks document to establish long term plan for Walnut Creek's parks that would help inform the City's Capital Investment Program. This document developed a priority list of specific projects with an objective of balancing future needs of the community with the resources available to meet the demand. The Parks Strategic Plan is included with this RFP as Attachment A.

Project Purpose

The Heather Farm Community Center, Clarke Swim Center, Civic Park Community Center, and Shadelands Arts Center are essential to the community's quality of life, and the programming that occurs within each center is successful as measured by financial performance as well as popularity with the community. However, to varying degrees, the facilities have surpassed or are approaching the end of their useful lives and will require major improvement or replacement over the next five to ten years. The age and condition of the facilities limit the opportunities to realize more contemporary arts and recreation programming, particularly when compared to modern community facilities in neighboring communities.

The Civic Park Master Plan was last updated in 2006, and the Heather Farm Park Master Plan had a minor revision in 2017 (see attachments B and C). Park usage has changed significantly since these revisions, and the demographics of the Walnut Creek community are changing. The City Council has prioritized this time as an opportunity to be forward-thinking with regard to the future of these two important parks.

Project Phasing

The project is anticipated to be completed in two phases, as described below.

Phase 1: Programming

The first phase of the project will require the Consultant to develop a plan that identifies both the future programming opportunities and the facilities needed to deliver them to the community. Although an analysis of the available funding options will be important to the long term success of this planning work, the City does not anticipate that such an analysis will be performed as part of this project.

Phase 2: Master Planning

In addition to the specific analysis of programming and facility development in Phase 1, the Consultant will perform the work necessary to revise the Civic Park Master Plan and the Heather Farm Park Master Plan. The plans will serve as the long-range (approximately 10-year) planning documents that provide a framework for improving park amenities at Civic Park and Heather Farm Park.

IV. Park Profiles

Heather Farm is the largest park in Walnut Creek at 100 acres and includes an all abilities playground, sports fields, basketball, tennis and sand volleyball courts, equestrian center, bike and walking paths, natural lake, cement fishing pond, picnic areas, trail connections, preschool, dog park, skate park, garden center, parking lots with solar panels, and restrooms. The two primary community facilities located in Heather Farm Park are the Heather Farm Community Center, which houses Arts & Recreation programming, rental activities and administrative offices, and the Clarke Memorial Swim Center, which includes a 50-meter pool, diving well, instructional pool and a bath house. The Community Center was built in 1971 and the Swim Center was constructed in 1973.

Civic Park is a 16-acre park and the primary downtown park resource and it serves the needs of a wide variety of users. Amenities include passive turf areas, 2-5 and 5-12 year old playgrounds,

picnic areas, sandbox, concrete paths, gazebo, pollinator habitat garden, Creek Walk, Community Center and associated Arts & Recreation programming, rentals and special events, arts studios, pre-school, library, parking lot and garage, a seasonal ice rink, and connection to the Iron Horse Trail. The Civic Park Community Center was built in 1978 and includes classrooms and programming for seniors, specialized recreation activities, and classes for the general community. A separate assembly hall houses Arts & Recreation programming and rental activities.

The Shadelands Arts Center is located on the eastern end of the City and is the home for Walnut Creek's Center for Community Arts. The facility was remodeled in 2000 and includes arts classrooms, dance and music studios, a preschool, auditorium, administrative offices, and annex studios. Community Arts programs primarily take place at the Shadelands Arts Center, and additional arts programs also take place at Heather Farm Park and Civic Park.

V. Project Resources

1. 2025 Walnut Creek Parks Strategic Plan (See Attachment A)
2. Current Civic Park Master Plan (See Attachment B)
3. Current Heather Farm Master Plan (See Attachment C)
4. Standard Master Services Agreement (See Attachment D)

VI. Scope of Work

The deliverables resulting from this solicitation will guide future development and improvements in the parks and will require approval by City Council before implementation. The scope of work is anticipated to include community outreach and engagement, park facility assessment, park design, report and/or document preparation, CEQA, and project management assistance. Consultants are encouraged to present suggested modifications to the work program in their proposals that most effectively meets the goals described in this RFP. The Consultant proposal should clearly identify deliverables for each task.

The successful Consultant shall gain a thorough understanding of programming, facilities and park amenities within Heather Farm and Civic Parks as well as within the Shadelands Art Center, and recent/current development activity around the parks and center locations to evaluate and provide consultation regarding current uses and future trends, assets and park uses, as well as potential improvements, opportunities, challenges and limitations. The scope of work includes, but may not be limited to the following tasks:

1. Project Management

- a. **Project Kick-off Meeting:** Meet with staff project team to identify project milestones, refine the scope of work, confirm time line, clarify specific roles and responsibilities and identify project resources
- b. **Project Management:** Identify tools and methods that will be used to keep the project moving on time and within budget. Consultant should anticipate meetings with the staff project team throughout the project, including regular conference calls and in-person meetings at key project milestones.

2. **Community Outreach and Engagement Strategy**

- a. **Community-at-large:** Community engagement is a critical component of this planning process, and will involve the community on many levels. Ongoing engagement will occur throughout the course of the project with the community-at-large at workshops, community events and online. The consultant will conduct community outreach via surveys and/or other engagement tools and facilitate public workshops and/or mobile workshops at community events to determine programming, facilities, parks and amenities valued by the community. Working with staff, the Consultant will identify a comprehensive strategy for community involvement that maximizes input from a variety of stakeholders. Other duties will include preparation of meeting materials, meeting presentations, and summaries of each event/meeting/online activity.
- b. **Advisory Committee:** The City Council will form an Advisory Committee to provide guidance to the project team on key aspects of the planning process, including the development of design options and criteria for evaluating the options. The Advisory Committee is anticipated to consist of seven members as follows:
 - Park, Recreation & Open Space Commissioner (1)
 - Arts Commissioner (1)
 - City of Walnut Creek residents (one representative nominated by each of the five Council Members)

The Advisory Committee will provide guidance on key aspects of the planning process and represent the various perspectives of community stakeholders. The Committee will be appointed by the City Council. It is expected that the group will meet on a regular basis and provide guidance to staff and the consultants

- c. **Council and Commission Meetings and Hearings:** Develop and assist in presentations for recommendations to City Council, and/or other governing bodies. Assume at least three City Council study sessions/meetings and three other meetings with governing bodies.

3. **Inventory of Park Programs, Amenities and Facilities**

- a. **Site Visit:** Conduct on-site park and facilities tours.
- b. **Inventory:** Prepare an inventory of existing park facilities, features and amenities (e.g. buildings, play equipment, passive areas, picnic tables, etc), using maps, tables and/or graphics to communicate the information clearly.
- c. Review the current programs of service taking place in Heather Farm Community Center, Clarke Swim Center, Civic Park Community Center, and Shadelands Arts Center. (Much of the Clarke Swim Center programming assessment is already complete and may need an update rather than a full analysis.) Staff will provide a list of existing programs.

4. **Arts & Recreation Programming Plan**

- a. **Analysis:** Review and analyze existing arts and recreation programs to determine current success, demand, growth potential, cost recovery, and gaps. Identify

programming trends occurring locally, regionally and beyond - today and into the future.

- b. **Programming Recommendations:** Recommend recreation, arts, and parks programs necessary to serve the community in the future.
- c. **Facility Needs Analysis:** Identify two to three space and facility options necessary to deliver the programs desired in the future, including continuation of the status quo within existing facilities as one option as well as option(s) for consolidation of facilities and programs. Parking needs shall also be analyzed as part of these recommendations.
- d. **Programming and Facility Costs:** Estimate potential costs and cost recovery associated with programming recommendations and facility needs.
- e. **Implementation Plan:** Identify actions, timeline and responsibilities to implement Arts & Recreation Programming Plan.

Tasks 3 and 4 are targeted for completion by March 2019.

5. Master Plans for Heather Farm and Civic Park

- a. **Existing Conditions Analysis:** Review existing relevant existing parks plans. Identify issues, needs and opportunities for the revision of the existing parks master plans. Conduct topographic site survey and property line survey to confirm existing boundaries.
- b. **Illustrated Design Options:** Prepare two to three park design options for each park including new facilities and/or additional amenities based on the existing conditions analysis, community input, and advisory committee input. Use maps, graphics and/or illustrations to clearly communicate the overall design concept and key features.
- c. **Preferred Design Option:** Recommend a preferred design option, which will form the basis of a 10-year Parks Strategic Master Plan for Heather Farm and Civic Park.
- d. **Infrastructure Costs.** Estimate potential costs associated with proposed park improvements.
- e. **Implementation Plan:** Identify actions, timeline and responsibilities to implement the Preferred Design Option.
- f. **Master Plan Documents:** Compile, draft and provide published copies of the approved Master Plan Updates for each park. Each document should be concise, user friendly and provide guidance for the next 10 years. Each document should include, but not be limited to:
 - Preferred Design Concept
 - Goals, policies, and actions based on an articulated vision
 - Implementation Plan
- g. **CEQA:** Prepare necessary CEQA documents.

Task 5 is targeted for completion by August 2020.

VII. Format Requirements of Proposal

The submittal shall be prepared in an 8 ½” by 11” format, limited to twenty-five (25) pages, including brochures. Attachments, resumes, covers and dividers are not included in the page

count. In addition, any information that needs to be returned should not be submitted. The Consultant is requested to include the following information in the proposal:

1. **Cover letter:** State your firm's interest and commitment of personnel to the Project. Identify and describe any distinguishing features or capabilities that make your firm a superior choice to perform the work. The letter must be signed by the individual authorized to negotiate the Contract with the City. (1-2 pages maximum).
2. **Approach and Understanding:** Describe your understanding of the project and a description of the process/approach to be used in providing the services. Outline internal protocol for ensuring clear communication between the City, Consultant and all subcontractors.
3. **Work Plan and Schedule:** Explain in detail the proposed workplan, including all anticipated tasks and deliverables to address the RFP scope of work. Include a schedule for the workplan.
4. **Project Team:** Prepare a diagram demonstrating roles and relationships of key staff assigned to the project. Provide a current fee schedule of proposed compensation rates.
5. **Firm and Personnel Experience:** State the qualifications and experience of the firm/individual(s). Emphasize specific qualifications and experience with engagements of similar scope and complexity.
6. **Similar Projects and References:** Provide a description of at least three (3) previous relevant public agency projects/contracts, with a reference and current contact information for each. Describe the role of the reference and the role of the team member who worked on the project.
7. **Resumes:** List and provide resumes for committed individuals who will be assigned to the project team.

VIII. Proposal Submission

1. Proposer's Conference and Pre-Submittal Inquiries

Interested professionals are invited to attend a non-mandatory Proposer's Conference on **Friday, March 2, 2018 at 10:00 a.m.** at Walnut Creek City Hall (1666 North Main Street) to review the project 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 26, 2018** 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.

Specific questions concerning the RFP should be submitted via email to Cyndi Hashimoto at hashimoto@walnut-creek.org before the date identified in Section IX RFP Schedule. All vendors who have notified the City of their intent to respond to the RFP will be provided, via email, with a copy of any question submitted and the answer given by the City per the RFP Schedule.

2. Terms and Conditions

The terms and conditions of the Contract will be on a time and material basis with a not to exceed fee. The Consultant’s attention is directed to the attached sample Standard Master Services Agreement (Attachment D). Please pay close attention to the insurance and indemnification requirements. None of the language in the Contract is negotiable.

3. Proposal Submission

Proposals must be received no later than 5:00 p.m. on Monday March 26, 2018.

Consultants must submit four (4) hard copies of their proposal and one (1) electronic copy. The proposals must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “Parks Planning Services” and delivered to:

**Arts and Recreation Department
City of Walnut Creek—City Hall
1666 N. Main Street, Walnut Creek, CA 94596
Attn: Cyndi Hashimoto**

Late or facsimile proposals will not be accepted. It is the Consultant’s responsibility to ensure that their proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

All proposals shall remain in effect for at least 90 days from the opening date.

IX. RFP Schedule

The following RFP schedule is subject to change at the discretion of the City. The City will provide sufficient advance notice to Consultants in the event of schedule changes.

Milestone	Date
Request for Proposal Issued	2/8/18
Confirmation of Proposer’s Conference Attendance	2/26/18
Proposer’s Conference (10:00 am, Walnut Creek City Hall)	3/2/18
Final Date to Submit Questions about this RFP	3/5/18
City Issues Responses to Written Questions	3/9/18
Proposals Due	3/26/18
Interviews	April, 2018
Selection & Completion of Contract Negotiations	April, 2018
Successful Proposer Begins Work	May, 2018

X. Evaluation Criteria and Selection Process

The proposal should enable the City to evaluate the firm’s qualifications through a review and interview process, and to select the most qualified consultant to provide the services. The successful consultant team will include a complete team capable of providing all services

required to prepare the Master Plan including but not limited to Landscape Architect, Civil Engineer, Surveyor, Public Outreach, and CEQA. The City intends to enter into a Standard Master Services Agreement (Contract) with the successful firm after negotiation of rates and fees to complete the project. At its sole discretion, the City may extend the scope of work to include additional work after the successful firm is selected.

1. **Evaluation Criteria.** The following are the critical areas of the proposal to be evaluated by the Selection Committee:
 - a. **Quality and Completeness:** Does the described plan and approach to deliver services adequately address those identified in the RFP?
 - b. **Experience:** Has the Consultant demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein? What is the record of experience in working with diverse community and governmental constituencies to reach a community-supported master plan?
 - c. **Staff:** Do the qualifications of key project team members to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications? ,
 - d. **Organization:** Does the Consultant offer the quality of services required for the types of projects listed in the Scope of Work? Does the firm organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?
 - e. **Specific Management Approach:** Has the Consultant described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources?
 - f. **Reputation:** Are the Consultant's references from past clients, associates, or any publicly available source favorable?
 - g. **Familiarity with Locality:** Does the consultant team demonstrate familiarity with the City of Walnut Creek and the project location? Does the Consultant's proposal include a context-sensitive approach to the project outlined in the scope of work?
2. **Selection Process.** Consultants submitting the highest quality professional services proposals will be invited to interview with the City. At the conclusion of interviews the City will undertake contract negotiations with the top-ranked Consultant.

XI. Indemnification and Insurance Requirements

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all the insurance requirements outlined in the City's Standard Master Services Agreement (see Attachment D). All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Walnut Creek as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates, and/or endorsements. The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement.

XII. General Requirements

1. **Collusion:** By submitting a response to the RFP, each Consultant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Consultant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Consultant has not in any manner colluded to secure any improper advantage over any other person submitting a response.
2. **Gratuities:** No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.
3. **Required Review and Waiver of Objections by Vendor:** Consultants should carefully review this RFP and all attachments, including but not limited to the Standard Master Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City.
4. **Proposal Withdrawal:** To withdraw a proposal, the Consultant must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Consultant may submit another proposal at any time up to the deadline for submitting proposals.
5. **Proposal Errors:** Consultants are liable for all errors or omissions contained in their proposals. Consultants will not be allowed to alter proposal documents after the deadline for submitting a proposal.
6. **Incorrect Proposal Information:** If the City determines that a Consultant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the City’s sole discretion.
7. **Right to Refuse Personnel:** The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve Consultant’s key staff. Consultant’s staff may be subject to the City’s background and drug testing processes at any time.
8. **Proposal of Additional Services:** If a Consultant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.
9. **Licensure:** Before a contract pursuant to this RFP is signed, the Consultant must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all Consultants to submit evidence of proper licensure.
10. **Conflict of Interest and Proposal Restrictions:** By submitting a response to the RFP, the Consultant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange

for acting as an officer, agent, employee, subcontractor, or Consultant to the vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

11. **Contract Negotiations:** After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Consultant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked Consultant or reject all proposals and reissue the RFP.
12. **Right of Rejection:** The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Consultants may not restrict the rights of the City or otherwise qualify their proposals. If a Consultant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.
13. **Disclosure of Proposal Content:** All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the Consultant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection. If a Consultant submits an entire proposal marked confidential, it will be considered non-responsive.

Each Consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Consultant submits, is a trade secret. If a request is made for information marked “confidential,” the City will provide the Consultant who submitted such information with reasonable notice to allow the Consultant to independently seek protection from disclosure by a court of competent jurisdiction.

14. **Severability:** If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Consultants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.
15. **RFP and Proposal Incorporated into Final Contract:** This RFP and the successful proposal will be incorporated into the final contract.
16. **Proposal Amendment:** The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.
17. **Warranty:** The selected Consultant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.
18. **Rights of the City:**

The City reserves the right to:

 - Make the selection based on its sole discretion
 - Reject any and all proposals
 - Issue subsequent Requests for Proposals
 - Postpone opening proposals if necessary for any reason
 - Remedy errors in the Request for Proposal process
 - Approve or disapprove the use of particular subcontractors
 - Negotiate with any, all, or none of the Consultants
 - Accept other than the lowest offer
 - Waive informalities and irregularities in the proposals
 - Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the City
 - An agreement will not be binding or valid with the City unless and until it is approved by the City Council and/or executed by authorized representatives of the City and of the vendor.

XIII. Other Notes

This RFP does not commit or require the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, a contract award may not be made based solely on price.

Each candidate should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a firm submits, is a trade secret. If a request is made for information marked “confidential,” the City will provide the firm who submitted such information with reasonable notice to allow the candidate to seek protection from disclosure by a court of competent jurisdiction.

The City reserves the right to accept or reject any and all submitted Proposals, to waive minor irregularities, to request additional information from the responsive Consultant at any stage of the evaluation, to not conduct oral interviews or presentations, and to choose the Consultant which in its opinion best serves its interest. Submissions from Consultant not chosen to perform the work will not be returned.

XIV. List of Attachments

Attachment A – 2025 Walnut Creek Parks Strategic Plan

Attachment B – Current Civic Park Master Plan

Attachment C – Current Heather Farm Park Master Plan

Attachment D – Standard Master Services Agreement

City of WALNUT CREEK 10-Year Parks Plan

**Parks, Recreation and Open Space
2016-2026**



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INTRODUCTION

Walnut Creek is well known for innovation, long-range planning and a sense of community. Our City parks play a major role in supporting that community. The next decade will stress the park system as the City continues to grow and test those abilities as we work to preserve and protect our park system and provide for the future. In addition, park standards, expectations and amenities are changing in the park industry. These trends include an emphasis on accessibility, health and social opportunities. With dedication, imagination and resources, we will continue to enhance our park system that is essential to a livable, dynamic and vibrant city.

Walnut Creek parks are supported by a variety of funding mechanisms including the General Fund; grants; and the Parks In-Lieu Fund, a fee paid by new development to acquire or enhance existing parks. Over the next 10 years, the City expects to receive more than six million in additional Parks In-Lieu Funds, creating a significant opportunity for new and/or upgraded park amenities throughout the City.

Due to the increasing demands on our parks and funding opportunities, the Parks, Recreation and Open Space Commission (PROS) recognized the need to develop a long-term plan for the park system that complements the City's 10-Year Capital Investment Program (10-Year CIP). PROS met, together with staff, to address and prioritize park needs and their efforts culminating in this plan. A process was followed and a list of projects has been compiled that will help to address the needs of our parks.

Our actions and accomplishments will be the standard by which future generations will measure this effort. To that end, this plan identifies a list of proposed projects that are in line with our 2025 General Plan Principles and are planned to be implemented over the next 10 years (Table 1). This report is intended to be a reference and is a work in progress. The PROS Commission intends to update the plan every two years in conjunction with the development of the 10-Year CIP. The City is dedicated to providing an exceptional park system that enriches the lives of our residents and celebrates the beauty and heritage of our city.



Arbolado Park

TABLE 1 – 10-Year Project List

COMMISSIONER PARK ASSESSMENT			
Project	Estimate (in 2016 Dollars)	Priority	Estimate CIP Cycle
ALMA PARK			
Park Planning (conceptual)	\$50,000	High	2016-18
Small Tot Lot/Play Structure/Sliding Hills	\$50,000 - \$240,000	High	2018-20
Improve Signage at all entrances except Olympic/CA	\$40,000 - \$50,000	Low	2018-20
ARBOLADO PARK			
Park Planning (conceptual)	\$25,000	Medium	2020-22
Orchard development of southwest portion	\$80,000 - \$150,000	Medium	2020-22
Benches and Table along upper soccer/ball field	\$15,000 - \$20,000	Low	2016-18
Picnic Stations throughout park	See below – ALL PARKS	Low	see below
Trail Connector connect to Lime Ridge Open Space	Operational*	--	--
CIVIC PARK			
Master Plan update	\$200,000 - \$250,000	High	2016-18
Walking Paths east and west sections of park	\$200,000 - \$240,000	Medium	2018-20
Relocate Playground to east side (enlarge)	\$1,000,000 - \$1,450,000	Low	2020-22
Armory access to parking lot for park expansion	n/a	Low	--
Basketball Court on east side at Armory	n/a	Low	--
HEATHER FARM PARK			
Fence around the concrete pond	\$150,000 - \$200,000	High	2016-18
Picnic Stations to the meadow	See below – ALL PARKS	Medium	see below
Clarke Swim Center Public Private Partnership	TBD	Low	2018-20
Batting Cages at Field #3	\$150,000 - \$200,000	Low	2022-24
All-Weather Sports Fields at fields 5 & 6	\$3,500,000	Low	2024-26
Signboard structure on Ygnacio Valley Road	Operational*	--	--
OLD OAK PARK			
Walking Paths including Park Entrance	\$200,000 - \$240,000	High	2020-22
ADDITIONAL PARKS			
EL DIVISADERO PARK			
Picnic Stations in landscape area	See below – ALL PARKS	--	see below
LAR RIEU PARK			
Park Amenity improvements	\$200,000 - \$250,000	**	2016-18
NORTHGATE PARK			
Park Renovations	\$100,000 - \$150,000	**	2016-18
WALDEN PARK			
Parking Lot	\$220,000 - \$250,000	Low	2020-22
OTHER PROJECTS			
Creek Restoration Study	\$40,000 - 50,000	High	2016-18
Picnic Stations and Park Benches	\$150,000 - \$250,000	Low	2016-18
Community Gardens	\$50,000 - \$75,000	**	2016-18
Par Course (Outdoor Fitness Equipment)	\$50,000 - \$70,000	**	2018-20
Bocce (one or two locations)	\$150,000 - \$300,000	**	2020-22

*Operational items to be completed within Parks Operational Work Plan.

**Items will require further consideration.

CHAPTER 1



Civic Park-Bufano Hand of Peace

CHAPTER 1

CHAPTER 1: THE VISION

The City of Walnut Creek has successfully met its parks vision over the past several decades. Over 3,100 acres of high-quality parks and open space land are protected. Residents of the City and visitors from surrounding regions utilize the amenities in our parks, open space and trail system. A 2013 survey of City Services showed that 85% of residents use Walnut Creek Parks and Open Space.

Despite the years of success, the old adage holds true: “past performance does not guarantee future results.” As with all investments, future returns are contingent upon present-day decisions. Parks are part of society’s investments made for future generations. It is the responsibility of Walnut Creek to always keep an eye towards the future, and to act today to protect society’s investment in its parks system while striving to position the parks to obtain the best possible future results.

For Walnut Creek, success is really a measure of the degree to which the public places value on Walnut Creek’s mission, vision, and operations. In turn, the mission, vision, and operations are a reflection of the City’s commitment to fundamental core values. Together these core values help define Walnut Creek and help shape the vision for the future.

CITY OF WALNUT CREEK VISION

A balanced community meeting tomorrow's needs while protecting the quality and character we value today.

ACHIEVING OUR VISION

We strive to accomplish this by:

Enhancing the quality of community living, providing:

- A safe, attractive community
- Protected natural resources and quality neighborhoods
- Diverse cultural and recreational opportunities
- Desirable balance of opportunities for living, working and playing
- Responsive and user-friendly City services
- Programs and services that meet community needs
- Reliable and effective infrastructure
- Citizens engaged in actively shaping our collective future

Promoting a vibrant local economy, including:

- A spirit of partnership with the community
- A safe, accessible and attractive physical environment
- Promoting learning and growth opportunities

WHY PARKS ARE IMPORTANT

Residents of Walnut Creek recognize the importance of our City park system. A 2013 Public Opinion Survey found that Parks and Open Space were valued as one of the top 3 services provided by the City.

The benefits of park systems to individuals, the community, the economy and the environment have been well documented. Parks play a critical role in providing opportunities for children and

CHAPTER 1

adults of all ages to improve their physical and mental health. Parks and trails help strengthen family relationships and connect communities. The size and diversity of the park system are key indices for measuring quality of life. Parks and trail corridors improve property values. Parks, open space, and regional trails' greenway corridors together create critical wildlife habitat, protect and improve surface and drinking water quality. Healthy green spaces support thriving communities.

PARKS PLAN PROCESS

The planning committee consisted of all five PROS Commissioners and staff. The primary task of these workshops was for PROS Commissioners to help staff develop an implementation strategy that provides guidance and direction for the delivery of parks amenities in a manner that is consistent with City sustainability goals and meets the community's level of service standards.

Demographics and data regarding population growth and the median family size, along with the location of the high density housing for multifamily developments were shared by the City's Community and Economic Development Department. Public Works Engineering Division shared possible funding sources including Park In-Lieu funds and Measure WW Funding along with an overview of the Capital Investment Program (CIP) and the Capital Budget process.

Using guidelines that included the park proximity to new and future developments and the opportunity to expand or add amenities within the existing park, the PROS Commission was able to identify five parks to assess. Each PROS Commissioner was assigned a separate park for evaluation and development of amenity recommendations.

- ❖ Alma Park – Ian McLaughlin
- ❖ Arbolado Park – Jodi Davenport
- ❖ Civic Park – Tom Worthy
- ❖ Heather Farm Park – Fred Weston
- ❖ Old Oak Park – Carla Ludwig

The following four additional parks were not selected for extensive review but were included in the process due to existing master plans and previously identified amenity expansion opportunities.

- ❖ El Divisadero Park
- ❖ Lar Rieu Park
- ❖ Northgate Park
- ❖ Walden Park

Subsequent workshops allowed PROS Commissioners to rank all identified projects in terms of priority and the final results have been used to create the long term project goals (Page 2, Table 1). Although all items are being considered, some will require further design and review from the PROS Commission to allow the community an opportunity to provide feedback as projects move forward. PROS will make recommendations to City Council for final approval.

2025 GENERAL PLAN

The 2025 General Plan, adopted in 2006 after years of community work, identifies five guiding principles of our community.

- ❖ Quality of Life focusing on community, arts, recreation, education, libraries, economic development and public safety.
- ❖ Natural environment focusing on parks, trails, creeks, vistas and open spaces.
- ❖ Built environment focusing on urban design, environmental integrity, growth, downtown, neighborhoods, housing and preservation.
- ❖ Transportation focusing on circulation and accessibility.
- ❖ Governance focusing on involving the community, fiscal responsibilities and regional leadership.

The General Plan sets a clear goal around protecting and enhancing the natural environment and a number of core policies.

- ❖ Policy 5.1 Support both active and passive recreation uses in the park system;
- ❖ Policy 5.2 Regularly assess specific user groups' needs and abilities;
- ❖ Policy 5.3 Ensure that the City's parks are appropriately developed and well maintained.

The City owns and operates 19 parks with a variety of amenities and uses, plus a number of special-use areas including a golf course, historic museum, historic residence, and one urban plaza.

Table 2 is a current inventory of City parks, special-use and open space areas.

Figure 1 is a map showing all parks in Walnut Creek.



Diablo Shadows Park

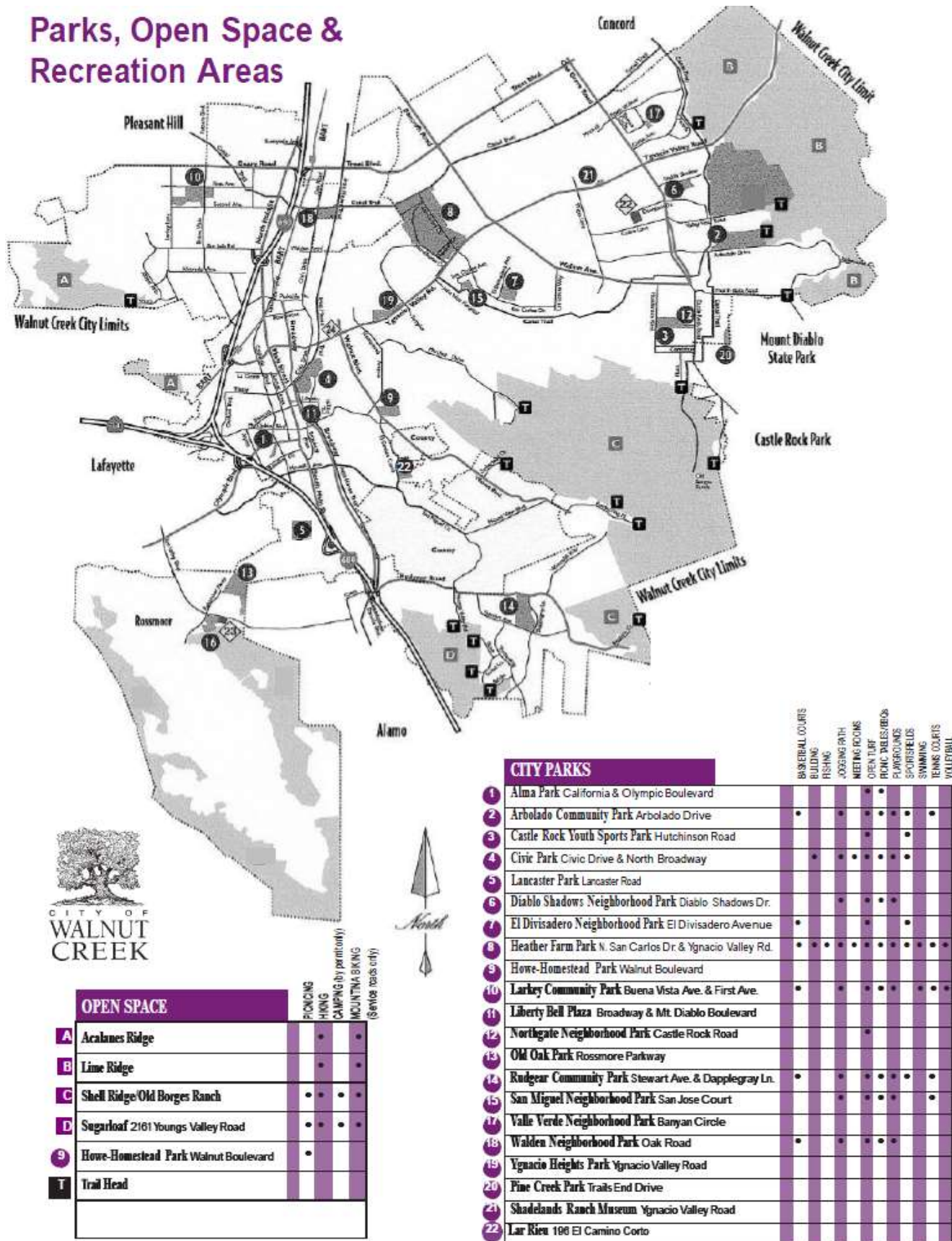
CHAPTER 1

TABLE 2 - Current Parks and Open Space in Walnut Creek

Name	Size (acres)	Amenities
CITY PARKS AND SPECIAL USE AREAS		
Alma Park	2	Picnic areas, benches, views
Arbolado Park	26	Playground, sports fields and courts, picnic areas, restrooms, trail connections
Boundary Oak Golf Course	160	18-hole golf course, pro shop, driving range, practice greens, restaurant
Castle Rock Youth Sports Park	6	Sports fields
Civic Park	17	Playground, sports courts, community center, library, gazebo, picnic area, native plant/butterfly habitat garden, restrooms, and trail connections
Diablo Shadows Park	3	Playground, picnic areas, trail connections
El Divisadero Park	3	Sports fields
Heather Farm Park	91	Clarke Swim Center, all-abilities playground, sports fields and courts, community center, equestrian center, bike paths, fishing pond, picnic areas, nature pond, restrooms, trail connections, limited off-leash dog area
Howe Homestead Park	7	1930s-era residence, community gardens, trail connections
Lancaster Park	>1	View shed
Larkey Park	12	Larkey Swim Center, playground, sports courts, Lindsay Wildlife Museum, Model Railroad Society, picnic areas, restrooms
Lar Rieu Park	10	Undeveloped park land; use to be determined
Liberty Bell Plaza	>1	Downtown plaza with fountain and seating
Northgate Park	4	Lawn and benches bordered by Northgate High School
Old Oak Park	16	Undeveloped park land; to be developed as passive recreation
Pine Creek & Greenway	5	Undeveloped park land; views, trail connections
Rudgear Park	12	Playground, sports fields and courts, picnic areas, restrooms, trail connections
San Miguel Park	5	Playground, tennis, trail connections, limited off-leash dog area, basketball, trail connections
Shadelands Museum	1	Historical museum
Tice Valley Park	8	Playground, gymnasium, sports fields, picnic areas, restroom, picnic areas
Valle Verde Park	1	Picnic areas
Walden Park	5	Playground, basketball courts, picnic area, restrooms, trail connections, disc golf, handball court
Ygnacio Heights Park	6	Views
Parks Total	400	
OPEN SPACES		
Acalanes Ridge Open Space	204	Trails, views
Lime Ridge Open Space	924	Trails, views, interpretive tours
Shell Ridge Open Space	1,421	Historic working Borges Ranch, trails, views
Sugarloaf Open Space	177	Trails, views, picnic areas, restrooms
Open Space Total	2,726	
TOTAL CITY-OWNED PARKS AND OPEN SPACE ACREAGE	3,126	

FIGURE 1

Parks, Open Space & Recreation Areas



CHAPTER 1

ACCOUNTABILITY TO THE COMMUNITY

Communicating the Parks vision to the public, stakeholders and partners in a regular and consistent manner is crucial to success. Community knowledge and understanding will result in support and buy-in for the direction and for subsequent decisions designed to implement the Parks Plan. For example, placing informative signage at park reconstruction projects will help inform the public about the “What and Why” of the project and tie the project to the Parks Plan goals. Many of the proposed projects will still need to be vetted with the community.

System Plans

The Parks Plan provides direction for the Public Works Parks and Open Space Division to plan for the future and includes recommended projects. The Parks Plan and initiatives should be reflected in plans for the key elements which make up the park and open space system.

Community Impact

Measuring the impact of a program or project is increasingly important to judging the effectiveness of the Parks Plan. The 2013 Public Opinion Survey offers an excellent baseline to measure Parks Division performance over time. Use of regular on-going feedback from recreation program users and park visitors will assure that programs and facilities stay fresh and well loved. Lastly, continued use of digital media and the internet for both gathering input and providing information will assure an informed and engaged public.

Capital Improvements

The systematic planning and budgeting for capital improvements is a key function of government. Logical and efficient capital planning is based on a shared vision and a common understanding of needs and priorities. The Parks Plan is intended to guide the prioritization of new capital projects. The Asset Management Program is a tool to identify maintenance and rehabilitation needs and priorities for existing park improvements. In practice, the Parks Plan and the Asset Management Program are used to prepare a ten year Capital Improvement Program (CIP) as a blueprint for achieving the vision, goals, and initiatives of the organization. The ten-year CIP combined with staff expertise and community input forms the basis of the two-year Capital Budget which funds specific projects for construction.

Funding Sources

Newly installed or replaced park assets are funded through a variety of sources. These sources include, but are not limited to: the General Fund, Park In-Lieu Fees, Grants, Bonds (similar to Boundary Oak Golf Course), donations and anticipated revenues from user fees for services.

DECISION MAKING CRITERIA

When a project is under consideration, the details of the project should be evaluated against a set of criteria via discussions about how this project contributes to the community’s parks and recreation system. These criteria are also intended to be used as a discussion starter for each project that emerges following the completion of this Parks Plan. The recommended criteria described below have been developed by the Park, Recreation and Open Space Commission and City staff. The following criteria, presented in no particular order, are briefly described with a hypothetical example of how each might be applied.

Capital, Maintenance and Operational Resources – Resources should be identified, not only to build the facility, but also to establish a commitment of additional maintenance resources in line

CHAPTER 1

with the type of facilities added. Resources could include a mix of City and other resources such as developer contributions, sponsorships and/or volunteer labor to build the project. For example, a project would rise on the list if a developer or donor was prepared to build or substantially contribute to the amenity at minimal/no cost to the City. However, the maintenance and operational resources required should also be identified prior to moving forward.

Activity and Location - Projects should include amenities that serve the community's needs. Each project should be identified for a set of uses, not only to serve the immediate area, but to fill gaps in the opportunities offered across the system. Projects that add new park amenities, as the market demands, to the broader community should have priority.

Environmental Needs - The City's creeks, water ways and walking paths create important corridors for the community and wildlife. These valuable resources enhance our environment, connecting multiple parks and recreation sites to one another. A higher priority should be given to the enhancement of the critical links.

Partnerships - Corporate and community partnerships can be critical to the further development of Walnut Creek's park system. Projects with one (or more) identified community partners, willing to assist in the development, operations and/or maintenance, should strongly be considered.

Existing Resources – Walnut Creek has invested in park sites and facilities that should be protected through scheduled capital replacement and improvements as recommended. Projects that address maintenance issues, improve operations or enhance capacity should move up the priority list.



Alma Park

CHAPTER 2

CHAPTER 2: PARK PROJECT PLANS

PROS Commissioners met at a subsequent workshop sessions and presented their findings from their individual park tours. A list of all proposed projects was compiled and vetted by the PROS Commission. At the final workshop, staff presented the PROS Commission with a final review of the project opportunities along with estimated budget range.

Identified projects are briefly described in the pages that follow. As projects become part of an operational work plan, scope, details and specifications will be further outlined.



ALMA PARK

Located in the southwest corner of downtown, Alma Park is a 2-acre park that features rolling lawn, benches, decorative arbors, and an impressive view of Mount Diablo. It is nestled between 5 apartment/condominium complexes. As the downtown continues to grow with new businesses and residents, Alma Park will experience greater demand.

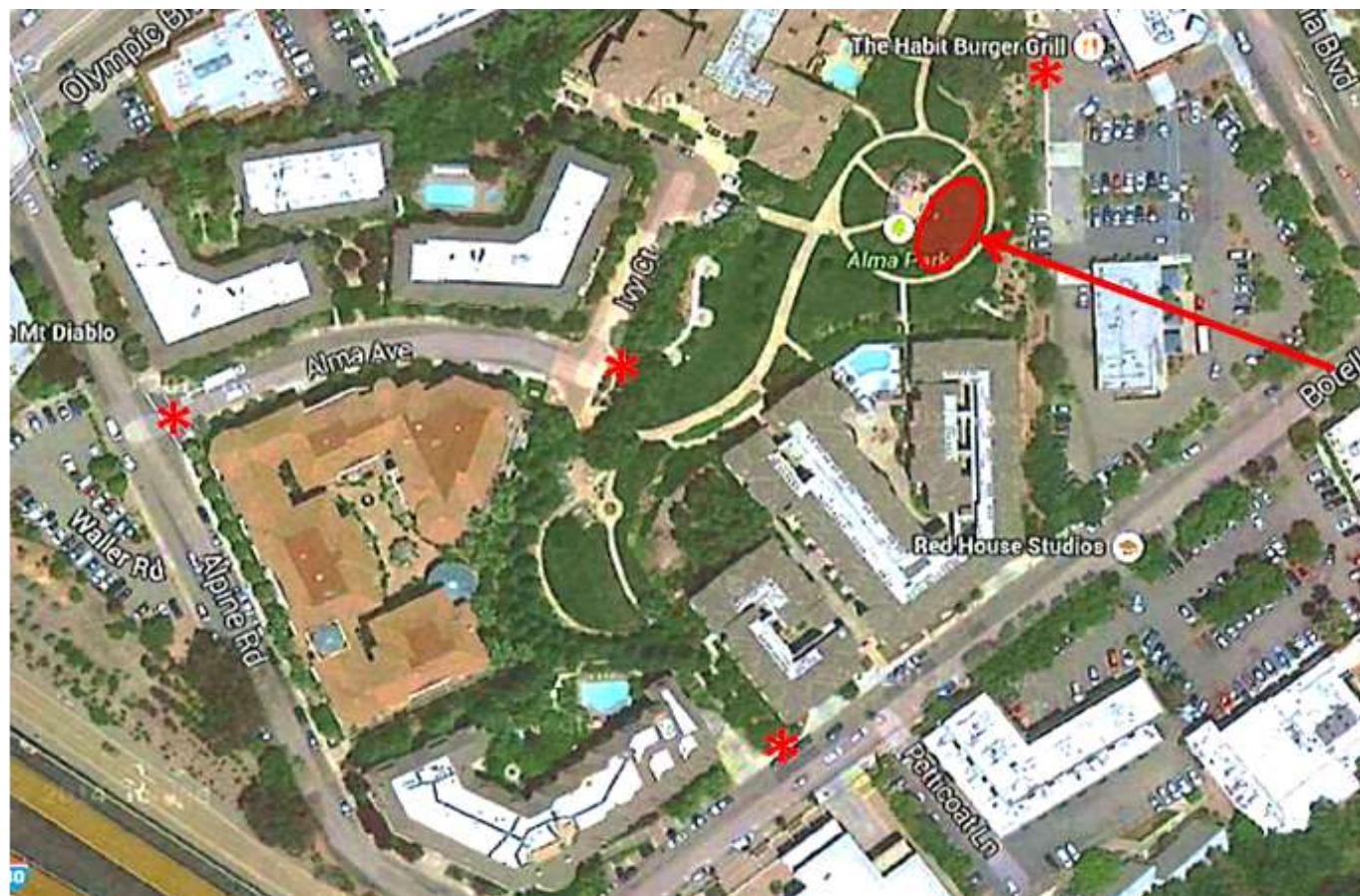
Park planning – this project will fund conceptual planning for potential new park amenities at Alma Park.

Small Tot Lot/Play Structure – this project calls for a child’s play area to be installed. The play area could consist of a 2-5 or a 2-12 play structure and/or synthetic turf mounding as sliding hills.

Improve Signage – Improve/install informational signage at the various park entry locations. The PROS commission believes that this park is underutilized because of its hidden setting. An increase in signage will make the general public more aware of this unique gem.

ALMA PARK

Signage at Various Locations (*examples)



Play Area

CHAPTER 2



ARBOLADO PARK

Arbolado Park is a 26.5 acre park that contains barbeque pits and picnic tables, connections to walking trails and a walnut grove. Underutilized space at this park allows opportunity to meet growing demands by user groups.

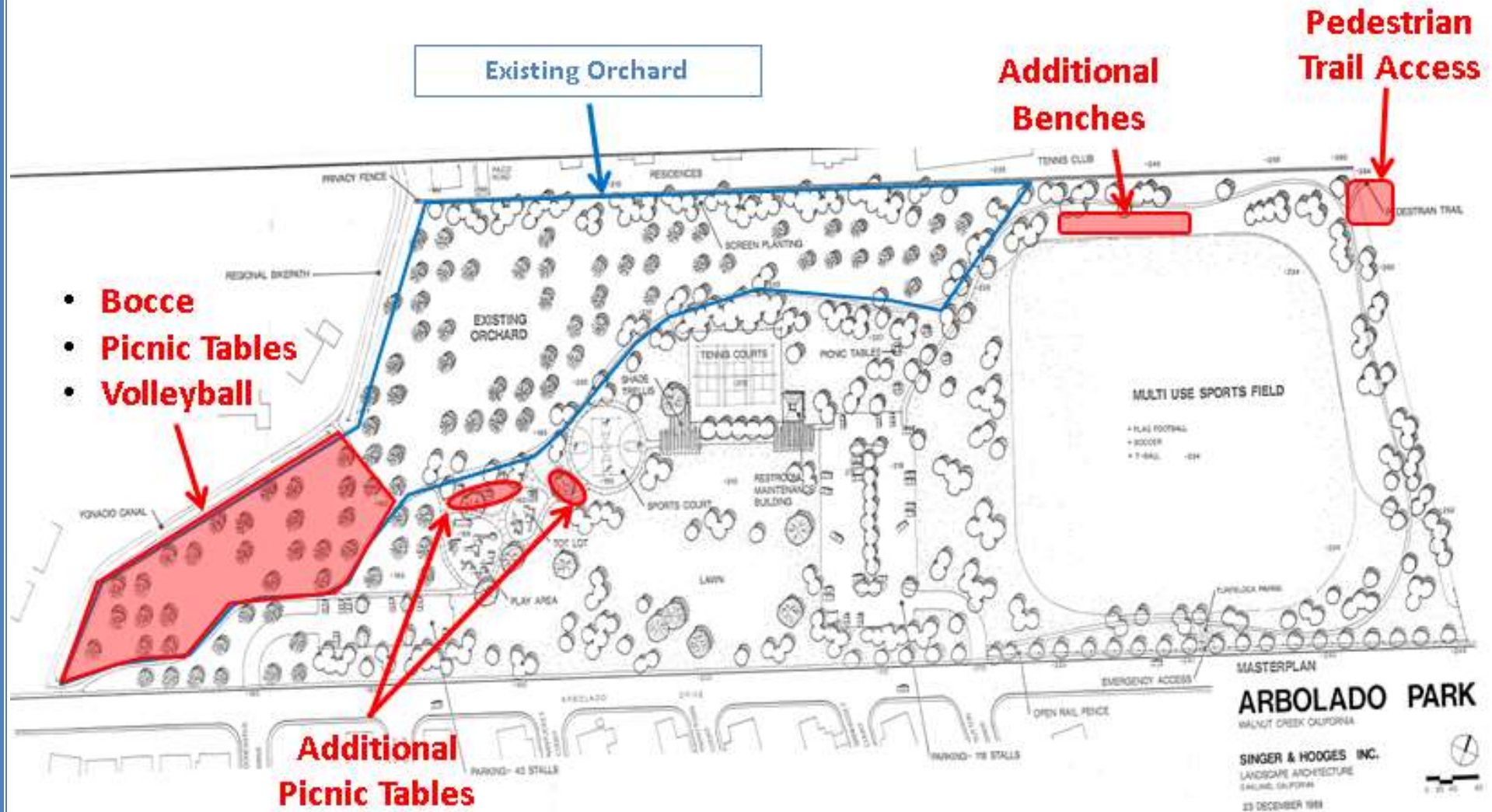
Park planning – this project will fund conceptual planning for potential new park amenities at Arbolado Park.

Orchard - convert the approximate 1.5 acres (south end) of the existing 8-acre orchard to an active and useable space of the park. The area could include two sand volleyball courts, several picnic stations (possibly a reservable picnic area), two bocce courts and a passive landscape area. One of the main goals would be to use the existing trees as nature shade structures and only the trees in poor condition would be removed.

Benches and Tables – install additional benches along the paved trail that wraps around the sports field. This provides a place for the hikers to rest and an opportunity for the spectators to watch the events.

Picnic Stations – there is plenty of opportunity to install additional picnic stations and to double up the amount of tables at some of the existing picnic stations. In fact, the park master plan identifies several options for additional picnic stations. The new stations would include BBQ's, trash receptacles and tables on a concrete pad.

Trail Connection – install a gate at the northeast corner of the park to provide access to the Open Space. This option is identified on the master plan.



CHAPTER 2



CIVIC PARK

Civic Park is centrally located in the core downtown area. This is a multi-dimensional park serving the needs of a wide variety of user groups including plant/butterfly habitat garden, connection to the Iron Horse Trail, entrance to the Creek Walk, gazebo, Community Center with seniors' programs, Park Place, Assembly Hall and home to the Bufano Hand of Peace.

Park Master Plan Amendment – the projects listed below will be evaluated and vetted through the public process as part of a Park Master Plan Amendment for Civic Park.

Walking Paths - the current walking paths throughout the west side of the park do not meet current programming needs of the park; addressing this issue will allow for better pedestrian movement/flow through the park.

Relocate Playground - moving the existing playground from the west side of the park to the east side will accomplish two goals; it will help to activate and encourage visitors to use the east side of the park for all activities, and allow the west side use to remain passive.

Armory Access-

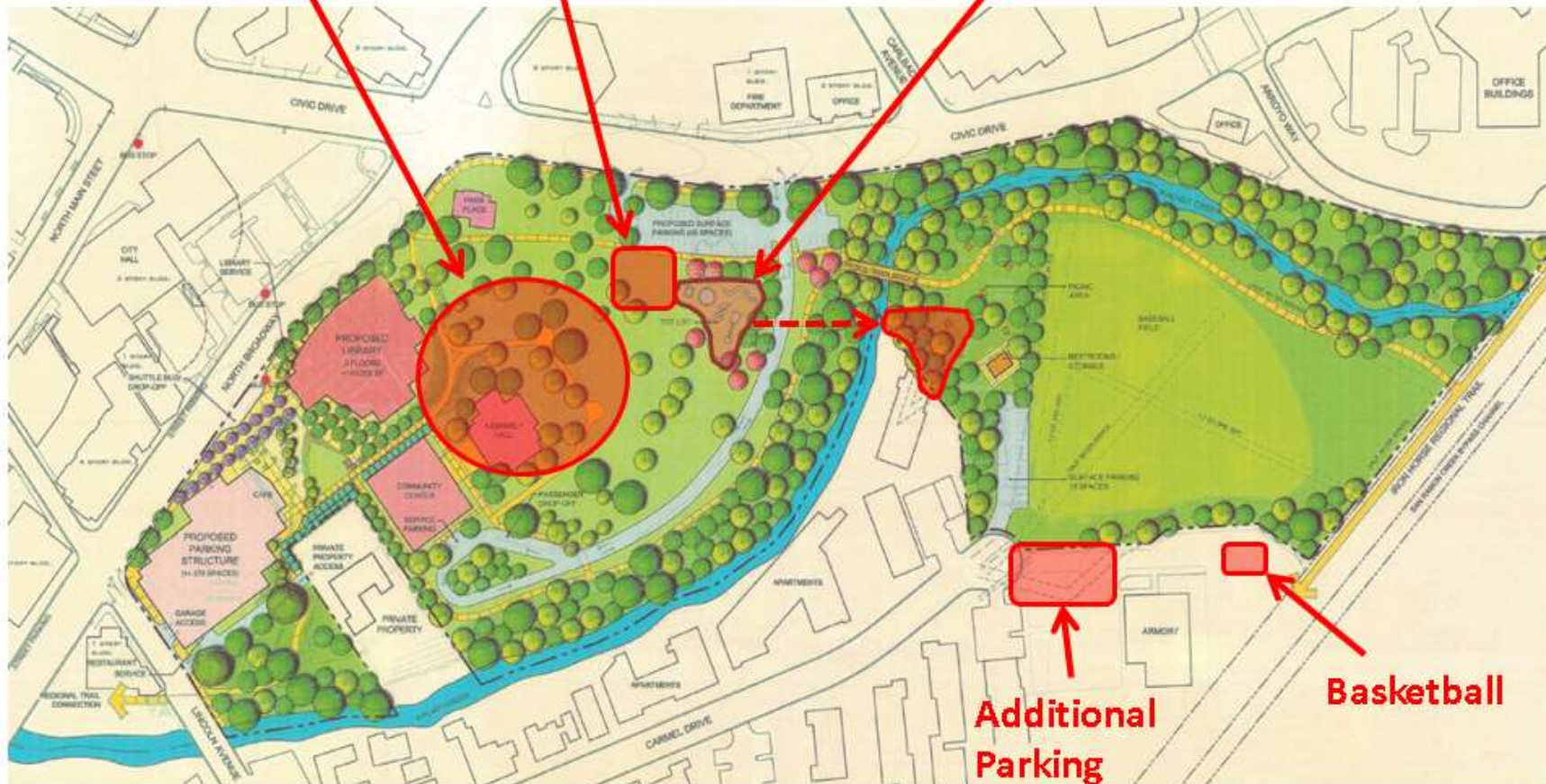
Additional Parking - on the east side – this project suggests that staff contact the Armory located along the southern boundary of the park to ask for an easement to provide additional parking.

Basketball Court - As suggested above, this project suggests that staff reach out to the Armory and ask for access to their back parking to provide space for a basketball court.

**Improve
Walking Trails
on West Side**

**Relocate
Clay Arts**

**Relocate
Playground
to East Side**



CHAPTER 2



HEATHER FARM PARK

Classified between a community park and a regional park, Heather Farm Park hosts an abundance of activities for all to enjoy. This includes the All-Abilities Playground, Clarke Swim Center, a dog park, baseball and soccer fields, both a pond and nature lake, garden center, skate park, community center and equestrian center.

Fence Around Cement Pond – installing a decorative fence around the concrete pond will ensure additional safety to our visitors and help to manage the ongoing geese issues. This fence would not impact the programs associated with the pond.

Picnic Stations – with growing popularity of the All-Abilities Playground, additional picnic stations are needed. Tables could also be added in the large concrete staging area between ball fields 3 and 4.

Clarke Swim Center – The City has embarked on a process to enter into a public-private partnership to finance, construct, operate and maintain a new aquatic center in Heather Farm Park.

Batting Cages – installing batting cages along the first baseline of ball field three would provide another opportunity the users to practice their techniques. This amenity would replace an underutilized irrigated turf area.

All-Weather Sports Fields – this project include design work and construction of all-weather sports fields at Heather Farm Park fields 5 & 6.

Signboard – Replace the existing signboard located at the south end of the park. The signboard is used to announce recreation events and is visible to commuters using Ygnacio Valley Road. The location would remain the same but the framing would be constructed using a different material.

Fence Around Pond

***Additional Picnic Areas (examples)**



Signboard

Batting Cages

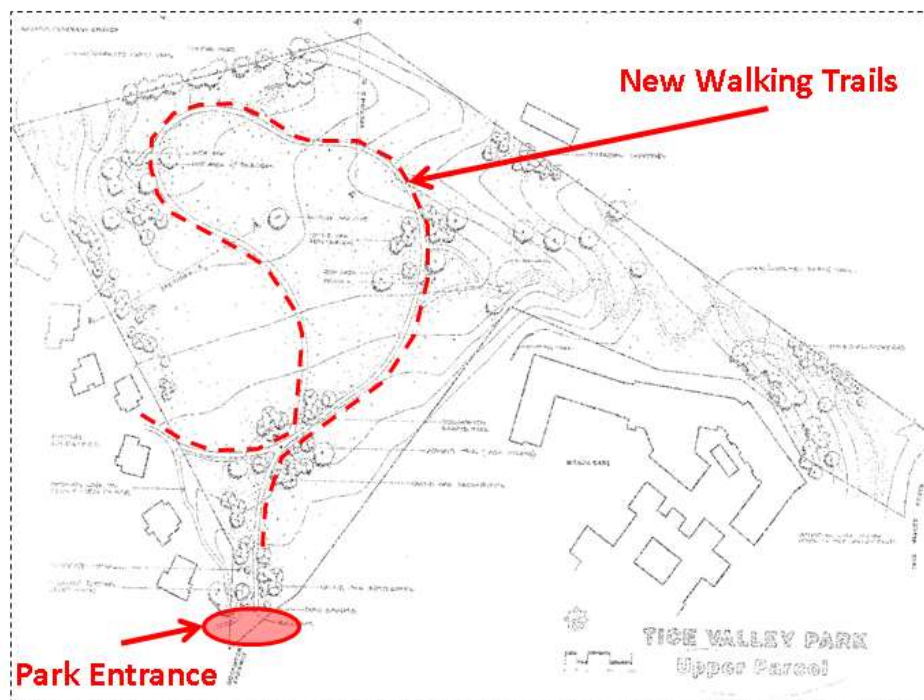
CHAPTER 2



OLD OAK PARK

Old Oak Park is a passive park with natural walking trails. With the development that is coming to the Rossmoor area in the next several years, there will be a demand for more developed areas within this park.

Walking Paths/Park Entrance – it is recommended that the original master plan be built out with the addition of a parking lot located at the east end of Rossmoor Parkway. This undeveloped 16 acres of parkland has been in the City's park system since the 1970's. Developing this area will offer an additional space to exercise for both hikers and bikers.



CHAPTER 2

ADDITIONAL PARKS

The following four parks were not part of a full assessment by PROS Commissioners. However, these parks have existing master plans and previously identified amenity expansion opportunity.

**EL DIVISADERO PARK**

A 3-acre park located adjacent to Berean Christian High School and features a Jr. Soccer field sized turf area.

Picnic Station – the installation of 3 picnic tables in the large bark area located at the northeast corner of the park, will allow for spectators to have a resting area while they watch the activities on the field.

Picnic

CHAPTER 2

**LAR RIEU PARK**

This site was grant deeded in 1975 to the City by Miriam Lar Rieu, who passed in 2003. Lar Rieu offers an impressive view of Mount Diablo and walking trails. As part of the grant deed, Lar Rieu Park is to remain passive in nature.

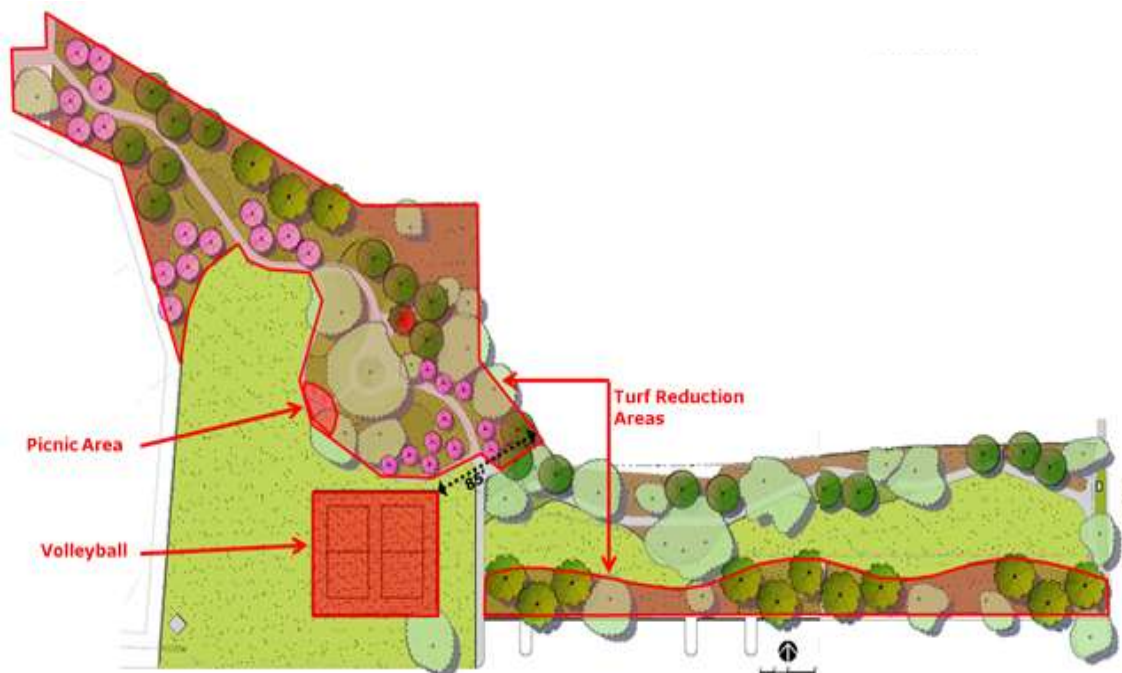
Park Amenity Improvements – As Council directed, a sub-committee will be formed to develop a landscape plan for the future Lar Rieu Park. This committee will likely consist of PROS Commissioners, community members, staff and a landscape architect. The long term park needs will be assessed and addressed during this process.



NORTHGATE PARK

This park was built in the 1970's and located between the Northgate neighborhood and Northgate High School. A conceptual plan was presented to the PROS Commission in December 2015 with suggested renovations.

Park Renovations – The proposed renovations include the addition of 2 sand volleyball courts, picnic stations, a new irrigation system and landscaped planter beds.



CHAPTER 2



WALDEN PARK

Walden Park is a passive park nestled between several high density housing complexes and is located less than two miles north of the core downtown area with access to the Iron Horse Trail. This park is well utilized and the current parking lot is not large enough for the demand.

Parking lot expansion – expanding the existing parking to the south will double the number of spaces. This is an area in our City that consists of many high density housing complexes. The expansion would replace an underutilized irrigated turf area along busy Oak Road.

**Increase
Parking Lot**



WALDEN PARK
 MASTER PLAN
 CITY OF WALNUT CREEK
 BABCOCK HANSEN
 LANDSCAPE ARCHITECTURE

OTHER PROJECTS

Creek Restoration Study – The Regional Water Quality Control Board will often require mitigation to compensate for City and/or private development project impacts to existing creeks and wetlands. One form of mitigation is a creek restoration project elsewhere in the same watershed area. This project would seek to identify and develop conceptual plans for potential candidate restoration projects within Walnut Creek.

Community Gardens – In 2014 the City Council tasked the Parks, Recreation and Open Space Commission with evaluating and identifying potential future community garden sites around the City. Because of the nature of this project, a sub-committee was formed to explore the potential opportunities. The committee consists of two PROS commissioners, three individuals from non-profit garden organizations and staff. The group will also develop standards, rules and regulations and management models for the selected locations. The group will explore the various models, touring existing community garden sites and developing criteria used to measure Walnut Creek sites. The findings will be presented to the PROS Commission and further direction will be considered at that time.



Howe Homestead Community Garden

Par Course (Outdoor Fitness Equipment) – This project includes the installation of approximately 12 pieces of stationary exercise equipment at various parks around the City. Once staff identifies the potential locations, a plan will be presented to the PROS Commission for approval.

Bocce –The PROS Commission would like to take a more in-depth look at the community's desire to install bocce courts at various parks within the City. This process will include the formation of a sub-committee to develop site selection criteria and community polling. The findings will be presented to the PROS Commission and further direction will be considered at that time.

CHAPTER 2

CONCLUSION

The community has taken a large step in the right direction by clearly identifying its vision for the parks and recreation system in the General Plan. However, the most difficult challenge is still ahead. As the City implements the vision laid out in the General Plan, maintenance and operations of the parks and recreation system will increase with the expansion of system amenities. Addressing the maintenance and operations needs of the park system will be critical to moving forward in a responsible way. Funding strategies are not mutually exclusive and are designed to be flexible and responsive to the needs of the City as opportunities arise. Ultimately, decisions about the various projects and funding resources will be the responsibility of the City Council and the implementation will rely on staff.

This document will serve as a companion to the important ideas of the Walnut Creek General Plan for the entire 10-year planning horizon and the Capital Budget. As stated previously, this is not intended to be a fixed road map, but rather a guide to provide information to the active citizen, to provide guidance for City staff, to generate ideas within the development community and to build support for parks and recreation amongst the decision makers in Walnut Creek. In order to provide more accurate input to the Capital Budget, this plan will be amended every 2 years. The tools within, and provided alongside this plan document will help the community make timely decisions about an ever-changing landscape of opportunities while staying true to the vision of a fully featured park system.



Arbolado Park

ACKNOWLEDGEMENTS

The Parks Plan was developed under the leadership of the Walnut Creek City Council via the Parks, Recreation and Open Space Commissioners (PROS), serving as an advisory committee, along with Public Works Parks and Open Space Division and senior staff of the City of Walnut Creek. Staff played a vital role in shaping the Parks Plan.

Staff in the field, those who work daily with Walnut Creek's visitors in our facilities and natural resources, helped ground this plan in a universal set of core principles. Volunteers, past employees, and former/current City Council and Commissioners provided new perspectives of the challenges and opportunities facing Walnut Creek and the region.

Input from visitors and the general public provided the basis of the Parks Plan. Their recognition and support for the Walnut Creek community shaped the Vision, the Goals and the Actions in this plan.

PARKS, RECREATION AND OPEN SPACE COMMISSIONERS

Jodi Davenport
PROS Chair

Fred Weston
PROS Vice-Chair

Carla Ludwig

Ian McLaughlin

Tom Worthy

CITY OF WALNUT CREEK STAFF

Heather Ballenger
Public Works Director
PROS Secretary

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Parks and Open Space Division

Rich Payne
Public Works Manager
Maintenance Services Division

Scott Wikstrom
Public Works Senior Civil Engineer

Gina Eicher
Public Works Analyst

Steve Buckley
Planning Manager
Community & Economic
Development

Phil Beilin
Information Systems Analyst

OUR MISSION

The City of Walnut Creek, working in partnership with the community, is committed to enhancing our quality of life by promoting:

- *A positive environment where people can live, work and play;*
- *A vibrant local economy to enhance and sustain long-term fiscal stability; and*
- *A progressive workplace where dedicated employees can make a difference.*



EHDD

Architecture
Interior Design
Graphic Design

Esherrick Homsey Dodge & Davis

500 Treat Avenue
San Francisco
California 94110
arch@ehdd.com
415.285.3866 fax
415.285.9193

The New Downtown Walnut Creek Library

AREA PLAN

L1.1

E.D.A.W.



Scale : 1"=60'

OBJECTIVES

- Heather Farm Park is a citywide park designed to serve all residents of the City. An approximate 100-acre site, it serves as the core of Walnut Creek's park & recreation system & provides facilities of diverse significance & quality, within a highly accessible, centrally-located, large park site. Heather Farm Park is a community center. The open space area is a highly visible, multi-use park, & will serve the entire community. Heather Farm Park is a multi-use park intended to serve as an operational site & is not simply a collection of individual elements.
- PARK IDENTITY**
 - Provide a distinctive outdoor use of the Park for sports & passive uses such as picnicking, fishing, swimming & tree watching. Distinctive features are a high priority for early design.
 - Enhance park's historic character & historic structures to the Park, especially from the Center, Cook Canal Trail.
 - Enhance the Park's historic character & historic structures to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide additional outdoor use of Park as needed from the Center, Cook Canal Trail.
 - Provide additional outdoor use of Park as needed from the Center, Cook Canal Trail.
- RECREATION IMPROVEMENTS**
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
- ENVIRONMENTAL IMPROVEMENTS**
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
- OTHER IMPROVEMENTS**
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.
 - Provide for the Center Road landscape features adjacent to the Recreation Center, the Heather Farm Maintenance Facility & the Heather Farm Soccer Field (HFMF) property.



MASTER PLAN
HEATHER FARM PARK
CITY OF WALNUT CREEK, CALIFORNIA

BABCOCK HANSEN LANDSCAPE ARCHITECTURE

APPROVED
NOVEMBER
2003

**City of Walnut Creek
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on _____, 2018, 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.

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: _____
Approved as to Form:	Its: _____
By: _____ City Attorney	City business license # _____

Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)

Exhibit A
Scope of Services

[to be completed by staff]

Exhibit B
Rates for Time and Materials

[to be completed by staff]