

REQUEST FOR PROPOSALS

for

Design and Construction Services for the Kenilworth Park Revitalization Project



CITY OF PETALUMA

PUBLIC WORKS & UTILITIES DEPARTMENT

Issued: February 9, 2023

Proposal Deadline: 3:00 PM, March 7, 2023

Erica Jacobs, Project Manager
ejacobs@cityofpetaluma.org

**CITY OF PETALUMA
REQUEST FOR PROPOSALS**

Table of Contents

1. PROJECT BACKGROUND.....	1
2. OVERVIEW OF SERVICES	1
A. Summary.....	1
B. Form of Agreement.....	1
C. Scope of Services.....	1
3. REQUEST FOR PROPOSAL PROCEDURES	2
A. Requests for Information.	2
B. Pre-Submittal Meeting.....	2
C. Submittal Instructions	2
D. Planned RFP Schedule.....	2
E. Addenda.....	2
4. PROPOSAL REQUIREMENTS	3
A. Cover Letter	3
B. General Qualifications.....	3
C. Experience.....	3
D. Project Team Staffing and Organization.	4
E. Proposed Approach.	4
F. Schedule	4
G. Cost Proposal.....	4
5. EVALUATION.....	4
6. SELECTION AND AWARD	5
A. Review	5
B. Award.	5
C. Protest Procedures.....	5
7. MISCELLANEOUS	6
A. Disclaimers and Reservation of Rights	6
B. Conflict of Interest	6
C. Public Records.....	6

Attachments:

Attachment A: Form of Agreement

Attachment B: Scope of Services—Exhibit A

Attachment C: Insurance Requirements —Exhibit B

Attachment D: Prevailing Wage Information—Exhibit C

Attachment E: Living Wage Acknowledgement and Certification—Exhibit D

Attachment F: Kenilworth Park Site Map

Attachment G: Kenilworth Park Community Input Summary

CITY OF PETALUMA REQUEST FOR PROPOSALS

The City of Petaluma (the “**City**”) requests proposals from full-service landscape architectural and engineering design teams with experience and expertise in community park design (individually, the “**Respondent**” and collectively, the “**Respondents**”) to provide design services, bidding support services, and construction services for the Kenilworth Park Revitalization Project in Petaluma, CA.

1. PROJECT BACKGROUND

The City of Petaluma is a charter city located in Sonoma County, with an estimated population of 60,000. The Department of Parks and Recreation is responsible for managing and maintaining nearly 50 parks and open spaces throughout Petaluma and ensures that these spaces are accessible to everyone. The City’s Kenilworth Park stands out because of the history it holds and the large community it serves as the only active community park in the mid-town area. It is bound by the Sonoma County Library, Petaluma Fairgrounds, and residential neighborhoods. The approximately 65,000 square foot park is equipped with aging amenities including a play structure, sand volleyball court, picnic area and open space. To better serve the community’s growing needs, the park will require overall site improvements and enhancements. Improvements may include but are not limited to reimagined play spaces, improved access, drainage and landscaping enhancements, tree work, park amenities, pathway repairs and public art features. The City held a community workshop on October 20, 2022 and conducted a community survey to gather feedback on current concerns and ideas for the future of the park. The information and insights gathered during these and future ongoing community engagement efforts will help inform the design for the park. See Attachment G for Kenilworth Park Workshop and Survey Executive Summary.

Partial grant funding for the project was secured from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All, Act of 2018 (Proposition 68) along with dedicated local park funding from the voter-approved Sonoma County Measure M: “Parks for All” Initiative, and City of Petaluma Public Art Fund. The City aims to leverage existing funds with other local partners, and seek further grant funding, to more fully fund the community’s vision for the park. The project design will prioritize climate friendly building materials, park amenities, and features. Proposition 68 funding for the project must be encumbered by June 30, 2024, and may be applied to an initial phase of construction.

The City will procure under separate contract a public art designer or design team for integration of art features into the park that the selected design team for this RFP must coordinate with closely to ensure a cohesive overall park design and integrate art into designated park and playground elements. The teams applying for this design RFP are also eligible to apply for the art design contract.

2. OVERVIEW OF SERVICES

A. Summary. The City is seeking landscape architectural and engineering design services from qualified and experienced firms with expertise and experience in comprehensive, imaginative, sustainable, inclusive recreation principles and accessible community park design, with a multidisciplinary team including civil engineering, permitting support, geotechnical engineering, arborist, and community involvement support to develop a comprehensive design for revitalization of all aspects of Kenilworth Park in Petaluma, CA. The project will separately engage a public artist whom the design team will work closely with during the design process.

B. Form of Agreement. A copy of the City's standard Professional Services Agreement (the "**Agreement**") is attached hereto as **Attachment A** and incorporated herein. By submitting a proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a PROPOSAL, the Respondent represents that it is fully qualified and available to provide the Services as set forth in the Scope of Services, and that it agrees to provide those Services as specified if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposals (the "RFP"), the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Erica Jacobs at ejacobs@cityofpetaluma.org by **3:00 PM, February 23, 2023** (the "**Request for Information Deadline**"). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. Will not be held. However, all prospective firms are encouraged to conduct a site visit to the Kenilworth Park site and surroundings. The Kenilworth Park address is 150 Fairgrounds Dr., Petaluma, CA 94952.

C. Submittal Instructions. PROPOSALS must be **received** by the City by or before **3:00 PM, March 7, 2023** (the "**PROPOSAL Deadline**"). The Respondent must submit one (1) electronic copy of the PROPOSAL via email, with subject line "PROPOSAL for Street Rehabilitation Design Services." The email must plainly include the Respondent's name, address and phone number and attach one

electronic copy of the Proposal. Email PROPOSAL to:

Erica Jacobs, Project Manager at ejacobs@cityofpetaluma.org

Note that the maximum receivable email size to the City servers is approximately **20 MB**. Proposals exceeding the maximum size shall be emailed via a downloadable link.

The Respondent shall be responsible for ensuring that the City has received the PROPOSAL no later than the PROPOSAL Deadline.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the PROPOSAL Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	February 9, 2023
Pre-Submittal Meeting	N/A
Request for Information Deadline	February 23, 2023, 3:00 PM
PROPOSAL Deadline	March 7, 2023, 3:00 PM
Interviews (if requested by City)	March 22-23, 2023
Notice of Selection	March 24, 2023
Council Approval and Award	April 17, 2023
Notice to Proceed	April 24, 2023
Consultant Services	April 2023 - June 2025

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this PROPOSAL, including modifications to the PROPOSAL Deadline or to the Attachments to this PROPOSAL. Addenda will be posted on the City's website at <https://cityofpetaluma.org/bid-opportunities-2/>. Each Respondent is responsible for checking the City's website for addenda, and for reviewing all addenda before submitting its PROPOSAL.

4. PROPOSAL REQUIREMENTS

Each PROPOSAL must be submitted in compliance with the requirements of this RFP. Each PROPOSAL must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the PROPOSAL. PROPOSAL should not exceed 10 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a PROPOSAL, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitutes a firm offer to enter into the Agreement with the City, and that the offer will remain open for 90 days following the PROPOSAL Deadline.

A. Cover Letter. Provide a brief cover letter that includes all the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g., corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP; and
- (5) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 24 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including the total number of employees and offices, and identify the local office that will provide the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

C. Experience. Provide three examples of work comparable to the services requested by this RFP, particularly with respect to services provided to other cities or public agencies. For each example provide (1) a brief description of the services provided, (2) the total project cost, (3) time period in which the services were provided, and (4) a brief statement of the Firm's adherence to the schedule and budget for each project, and (5) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

Additional consideration will be given to firms who demonstrate expertise and experience integrating public art features into cohesive park design; design of innovative park amenities and spaces; experience with inclusive community engagement during all phases of design, including with historically under-represented members of the community; and demonstrated application of appropriate green building (including Low Impact Development (LID) stormwater management, drought tolerant landscaping, use of recycled and natural materials, locally sourced materials, appropriate waste diversion, etc.)

D. Project Team Staffing and Organization. Identify proposed team members and work they have completed on similar projects; include an organizational chart. List all applicable license numbers for any license required to perform the Services. List all subconsultants including contact information and areas of expertise. Briefly describe the roles of the prime Consultant and subconsultants. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor.

Identify by name and title Respondent's Key Personnel, including the proposed principal-in-charge and project manager(s) who will be assigned to provide the Services. Include a resume for each Key Personnel identified, with his or her education, training, and experience.

E. Proposed Approach. A narrative description shall be prepared for each task identified in the scope of work. A description of the subtasks, which must be performed to complete the task, shall be included. All descriptions shall be of sufficient length to clearly convey that the proposer fully understands the scope of work.

F. Schedule. Schedule for delivery of each element including milestones. The schedule will include at a minimum the following with start and completion dates:

- Kickoff Meeting
- Preliminary Design Concepts and Community Workshop(s)
- Coordination with Public Art Design
- 60%, 90% and 100% Design (including review periods)
- Permitting
- Bidding Period
- Estimated Construction Start and Completion Dates

G. Cost Proposal. The Consultant will perform the services stated in the contract based on the final negotiated scope of work. For this RFP, provide a cost proposal consistent with the Scope of Services, including any additional tasks or subtasks the Consultant deems important and appropriate to include. The Consultant shall provide a 2023 rate table for themselves as well as their subconsultants. The cost proposal shall include:

- A listing of tasks required to accomplish the proposed scope of services;
- An estimate of the labor hours for each position classification and task including level of effort;
- The proposed hourly fee schedule for calendar year 2023;
- All other reimbursable fees and expenses (noting that the City does not pay for lodging, vehicles and travel time);
- Assumptions upon which the estimate is based; and

- Mark-up on other direct costs (ODC), not to exceed five (5) percent

[THIS SECTION LEFT BLANK]

5. EVALUATION

The factors that the City will consider in evaluating the Proposals are as follows:

Responsiveness to RFP, Completeness and Comprehensiveness	1-20 points
Understanding of Scope of Work to be Done, Responsiveness to City's stated needs and strategic community engagement approach (See Attachment G for summary of community input received to date.)	1-20 points
Experience of the firm and key personnel designated on team providing similar services to other public agencies and municipalities.	1-20 points
Quality of proposed staff for work to be done.	1-20 points
Proposed Approach	1-20 points
Interview (If requested)	1-100 points

6. SELECTION AND AWARD

A. Review. PROPOSALS will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the PROPOSALS will be ranked based on total scores to identify the PROPOSAL that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews, either in person or remotely, with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent(s) that are determined by the City, acting in its sole discretion, to offer the most advantageous PROPOSAL to the City based on the City's review, as outlined above. Citystaff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondents that it determines to offer the most advantageous PROPOSAL. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <https://cityofpetaluma.org/bid-opportunities-2/> and which may also be emailed to each Respondent that submits a PROPOSAL.

C. Protest Procedures. Any protest challenging the City's intended selection, or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to **Erica Jacobs** at ejacobs@cityofpetaluma.org and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the

essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each PROPOSAL becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its PROPOSAL. The City reserves, in its sole discretion, the right to reject all PROPOSALS, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a PROPOSAL or submission of a PROPOSAL. The City reserves the right to reject any PROPOSAL that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each PROPOSAL submitted to the City is subject to disclosure as a public record, unless the PROPOSAL or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its PROPOSAL is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a PROPOSAL, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the PROPOSAL or any portions thereof.

Attachments:

- Attachment A: Form of Agreement
- Attachment B: Scope of Services—Exhibit A
- Attachment C: Insurance Requirements—Exhibit B
- Attachment D: Prevailing Wage Information—Exhibit C
- Attachment E: Living Wage Acknowledgement and Certification—Exhibit D
- Attachment F: Kenilworth Park Site Map
- Attachment G: Kenilworth Park Community Input Summary

Attachment A: Form of Agreement

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
 - B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$_____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.

- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.
 - B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090

- prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. . Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
 14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
 15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
 16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
 17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
 18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit _____, which is attached to and made a part of this Agreement.

19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the City’s request Contractor shall promptly provide to the City documents and information verifying Contractor’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit _____, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Contractor’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City’s termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:

Phone: _____
Fax: _____
Email: _____

Contractor: _____

Phone: _____
Fax: _____
Email: _____

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor’s performance of the Services or Contractor’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.

C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or

that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to

the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

Attachment B: Scope of Services—Exhibit A

Exhibit A:
SCOPE OF SERVICES

I. **PROJECT DESCRIPTION**

The City is seeking Landscape Architectural and Engineering Design services from a well-qualified firm or firms to provide the City with services for comprehensive design, community engagement, site civil engineering, bidding services and construction management for the Kenilworth Park Revitalization Project. All design work shall be done in accordance with City Standard Plans and Specifications, ADA Design Guidelines, and all applicable codes and standards recommended by the Consultant. Below is an outline of required scope of services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

II. **SCOPE OF SERVICES**

The following list includes a brief description of the tasks to be performed by the consultant. **This list is not intended to be all-inclusive or limiting.**

The Consultant shall perform the following tasks:

A. Project Management

Provide project management services for quality control and administration of the work to include agenda and minutes for biweekly progress meetings, and monthly invoices, progress reports and budget tracking. The Consultant shall manage its team and overall project activities consistent with the direction from the City in order to meet the project schedule and budget. The Consultant shall manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

1. Organize and attend project bi-weekly progress meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Additional meetings shall be held at key project milestones and shall include, but are not limited to:
 - a. Kick-off Meeting
 - b. Community Meetings
 - c. Preliminary Conceptual Design Evaluation Meeting
 - d. Recreation, Music & Parks Commission Meeting
 - e. Public Art Committee Meeting
 - f. City Council Meeting
2. Coordinate with City, design team members, consultants, public artist, utility companies, stakeholders, community groups and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.

B. Preliminary Engineering/Evaluation

1. Perform all necessary assessment and investigations to determine the existing conditions and propose recommendations to City for the improvements. Contact

all regulatory agencies that will affect the proposed works to determine applicable permits, codes and ordinances.

2. Provide draft community and stakeholder engagement strategies.
3. Meet with City staff to obtain additional information and input as needed.
4. Provide all necessary design services, including but not limited to landscape, civil, structural, and electrical design.
5. Perform geotechnical investigation and provide report. Consultant shall anticipate testing of existing soil that will be excavated to facilitate the installation of new infrastructures. Based on the soil test results, Consultant shall identify the appropriate disposal facility for soil off haul. Perform other geotechnical services as required.
6. Work with City staff and community to develop schematic plan(s).
7. Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation). Develop a base map layout for the schematic plans, including improved ADA site access, infrastructure, utilities, safety and frontage considerations.

C. Community Outreach and Engagement

1. The Consultant shall work closely with City staff to plan and implement community engagement strategies that build from earlier workshops and surveys to ensure that community input is reflected throughout the project design development process, with feedback opportunities, additional surveys, workshops and other creative and inclusive engagement opportunities serving all stakeholders and community members, including those that have been historically under-represented.

D. Project Permitting and Environmental Services

1. After the completion of the 30% Preliminary Design submittal, the Consultant shall identify all permits required for the Project and commence the preparation of the necessary permit applications.
2. California Environmental Quality Act (CEQA) - The final scope for CEQA compliance will depend on the final design/alternatives selected upon completion of Preliminary Design. The Consultant shall analyze environmental impacts and provide a report. The Consultant shall coordinate with appropriate City personnel and other agencies as required. Prepare all required CEQA documentation.
3. There must be full coordination and review of design plans by City staff and other appropriate agencies.
4. Consultant shall address hazardous material concerns and/or environmental impact issues.
5. Cultural Resources: conduct a records search, pedestrian survey of the project site, and contact the Native American Heritage Commission. A cultural resources report will be produced that includes a summary of findings and a determination as to the level, if any, of monitoring required during construction. If cultural-resource sites are found during the field survey, recordation of the sites would be an additional SOW/Budget.

E. Green Building and Climate First Design Strategies

1. The Consultant shall coordinate closely with City staff to identify all potential opportunities

to implement ecologically and climate friendly design solutions into the Project. The Consultant shall provide a written analysis report documenting the alternatives evaluated with recommendations and participate in a project team workshop to identify selected design strategies for further development.

F. Coordination/Integration with Public Art

1. The City intends to request public art proposals under a separate procurement for the Kenilworth Park Revitalization Project. It is anticipated that public art will be integrated into the overall Kenilworth Park design and may include creative play structures and other park features and amenities. The Consultant shall coordinate closely with City staff and the selected Public Art Designer to ensure a cohesive and integrated design.

G. Grant Opportunity Research and Services to Support Applications

1. Research available grant opportunities, application requirements and timelines. Provide summary information to the City.
2. Provide drawings, cost estimates, site plans, maps or other materials required to support applications soliciting project funding.

H. Final Design

1. Prepare Final Construction Drawings, Specifications and Cost Estimate (Construction documents, preliminary plans, specifications and estimates at 60 and 90 percent stages; final plans, specifications and estimates at 100 percent stage; perform Constructability Review (performing job walk, reviewing existing improvements and identifying potential conflicts (pedestrian, access, utilities, right of way issues, review the design and specifications to identify potential construction issues). Review/analyze community feedback and incorporate into design in consultation with City staff. Work with artist to incorporate public art into the park. Ensure ADA accessibility.

I. Bidding Support Services

1. Attend the pre-bid meeting and respond to contractor requests for clarification during the bid process.
2. Record and distribute among potential bidders answers and clarifications given to individual contractors, and prepare formal construction documentation addenda, if necessary.
3. Prepare any required addenda, pre-bid and pre-construction meeting agendas.
4. Attend pre-construction meeting.
5. Prepare bid-tabulation.

J. Design Support During Construction Process / Construction Management

1. If requested, consultant will participate in the pre-construction kick-off meeting and clarify questions related to project specifications.
2. Upon requests, consultant needs to be prepared to answer questions posted during construction by the contractor or by the City, not addressed during pre-construction meeting.
3. Based on the consultant experience with the similar projects, estimate and state in your

proposal time necessary for the consultant to spend on design support during construction (i.e. Project Management, monitor and report on project progress, compliance with provisions of §1771.5 of the State Labor Code.)

III. SCHEDULE

Time is of the essence for this project. The City intends to contract with the consultant in **mid-spring 2023**. The consultant shall begin the work as soon as the Agreement with the City is executed.

Estimated Project Schedule:

Milestone/Deliverable	Due Date
Project Kick-Off Meeting	May 2023
Preliminary Design Completion (30%)	August 2023
60% Design Completion	October 2023
90% Design Completion	December 2023
City Council Presentation	December 2023
100% Design and Bidding	January 2024

Attachment C: Insurance Requirements—Exhibit B

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☒ Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- ☒ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- ☒ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☒ Professional Liability/Errors and Omissions
- ☐ Crime/Employee Blanket Fidelity Bond
- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☒ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - ☐ All Risk Property Insurance: Full replacement cost.
 - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Garage Liability: \$1,000,000 per occurrence.
 - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
 - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions 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 retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The 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.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

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

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

**Attachment D: Prevailing Wage Information—
Exhibit C**

PREVAILING WAGE EXHIBIT _____

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The

Consultant or subconsultant shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
 3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
 4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant

and any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

file name:

Attachment E: Living Wage Acknowledgement and Certification Form—Exhibit D

EXHIBIT _____

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgement and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

(Print Name of Covered Entity/Business Capacity) Date: _____

By _____
(Print Name)

/s/ _____
(Signature)

Its _____
(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

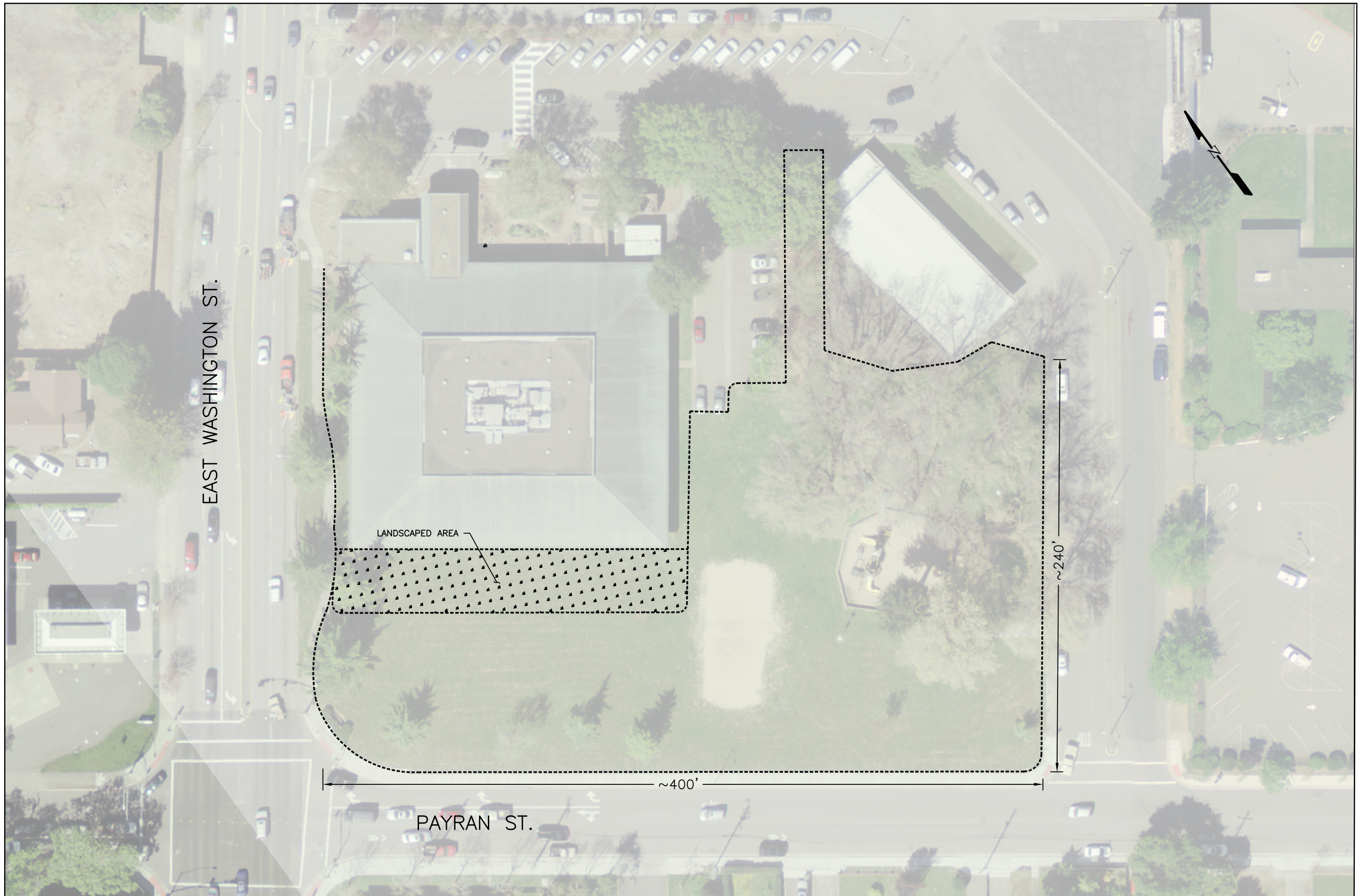
Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

Attachment F: Kenilworth Park Site Map



Attachment G: Kenilworth Park Community Input Summary

Kenilworth Revitalization Project

Community Input Summary

Outreach from September - November 2022



About Kenilworth Revitalization Project

Kenilworth is the largest community park serving the mid-town area and is in need of overall site improvements to better serve the community's growing needs. Improvements that will be addressed through this project may include but are not limited to reimagined play spaces, improved access, drainage enhancements, tree work, park amenities, and pathway repairs.

The project kicked off in Fall 2022 and is anticipated to run through 2023 with the goal to bring a design proposal to City Council for approval in Winter 2023. A detailed timeline for the project is featured on the right.

Overview of Community Outreach from September – November 2022

The City of Petaluma released a community-wide survey to gather broad community input on current concerns and ideas for the future of the park. The survey was distributed throughout the Petaluma community from September through November. It was promoted through multiple city channels including the weekly community update email, social media accounts, and postcards were mailed to neighborhoods near the park and distributed at the library and at other local organizations.

On October 20, 2022 Petaluma Parks and Recreation Department conducted a neighborhood workshop with the goal of hearing from residents about their impressions of Kenilworth Park, insights about how they use City parks, and ideas for design elements they would like to see incorporated into the Revitalization Project.

This summary offers high-level key findings and informed next steps as well as a detailed analysis of input gained through the Neighborhood Workshop and Community Survey. The information and insights gathered will be used to help select a design firm that is best suited to work on the Kenilworth Park Revitalization Project. It will also inform the design direction that the selected firm will pursue.

To learn more about this project visit: www.cityofpetaluma.org/kenilworthpark

TIMELINE

Fall/Winter 2022

- PROJECT KICK OFF**
 - Community Workshop
October 20, 2022
 - Community Survey
Open through Oct 31

Spring/Summer 2023

- SELECT DESIGN FIRM AND BEGIN DESIGN**
- SHARE DESIGN WITH COMMUNITY**
 - Input from Stakeholders
 - Community Surveys
and/or Public Meetings

Fall/Winter 2023

- PRESENT UPDATED DESIGN**
 - Seek Community Support
for Design
 - Make Recommendations
for Funding
- BRING TO CITY COUNCIL FOR APPROVAL**

High-Level Key Learnings:

- The playground is the primary area of interest and most popular attraction to the park
- There is a strong desire to preserve and expand the shady areas through landscaping and built structures (e.g. trees and pavilion)
- It is important that natural aspects are incorporated into the design of the park
- It is important that creative play areas, featuring art and education, are integrated into the playground
- There is a strong desire for not only a beautiful, clean, and safe park, but also one that has lots of activities and community events
- There is a strong desire for the library to be better connected to the park through both physical design and events and programming
- It is important that once the park is updated there is a plan for ongoing maintenance
- There are concerns about traffic so close to the park and safety for kids and pets
- There are concerns about safety due to unsheltered population gathering in the park and the discovery of drug paraphernalia

How the park should feel:

- Accessible and welcoming to all
- Unique, creative, artistic
- Native, natural, local
- Safe, clean, shielded from traffic and noise
- Respectful, inclusive, multigenerational
- Educational
- Connected to Library

What the park should offer:

- Place for people of all ages to gather and play
- Space for larger community events and small family/friend events
- More robust Teen Center programming
- Classes of all types and for all ages such as fitness, wellness, arts and crafts, life skills, healthcare
- Events large and small e.g. storytime, movie screenings, live music, farmers market, and holiday fairs
- Equipment and space for sports and exercise
- Interactive art and play structures
- Restrooms
- Performance space
- Educational opportunities – local history, plants and biology, life-skills training
- Beautiful garden spaces for humans and habitats for animals
- Shaded spaces for relaxation
- Drought-tolerant/native landscaping

Informed Next Steps:

- Design consultant selection will target the following experience:
 - Playground design
 - Integrating interactive and educational play
 - Use of natural materials in past work
 - Integrating public art in the design of playgrounds
 - Designing parks and playgrounds that have a thematic concept
 - Designing spaces for events and activities within parks
- Engage with COTS and the Downtown Street Team so this process can engage and identify needs of the unsheltered community
- Parks and Recreation Department to discuss Park maintenance needs and how to be proactive
- Explore partnership with the Petaluma Library and surrounding neighborhood services and organizations

The following is a detailed summary of input gained through both the neighborhood workshop and community-wide survey.

Neighborhood Workshop

On Thursday, October 20, 2022 a neighborhood workshop was held at Kenilworth Park and Teen Center from 5:30 PM -8:00 PM. The workshop aimed to gain a better understanding of which experiences community members feel would best create a diverse, equitable, and inclusive space that serves the community's growing needs. The event was advertised in various ways including through the city's community update email, social media channels including NextDoor, Facebook, Twitter, and Instagram, and through Digital Media Kits that were provided to community partners to help them spread the word through their social media channels and networks. All communications were distributed in both Spanish and English and the workshop featured Spanish interpretation partners for community members who prefer to communicate in Spanish. Twenty-five community members attended the event and zero requested Spanish translation.



Community members began to gather between 5:30-6:00 and enjoyed a family-style Italian dinner together which was provided to all attendees of the event. Following dinner Director of Parks and Recreation Drew Halter opened the workshop with a warm introduction and an explanation of the Kenilworth Rehabilitation Project covering details about the project including phases, timeline, and scope of work to set community expectations. Following

Drew's presentation, engagement consultant Christine Walker, introduced the agenda for the evening. The first portion of the evening was broken into four rounds of small group conversations covering the following questions:

Round 1. Desired Park Experiences and Activities

What experiences and activities do you want to enjoy at Kenilworth Park now or in the future? Consider who the park should serve and what their needs are.

Round 2. Education and Events

How can education and events contribute to and enhance the desired experience?

Round 3. Health and Wellness

How can health and wellness contribute to and enhance the desired experience?

Round 4 Art and Nature

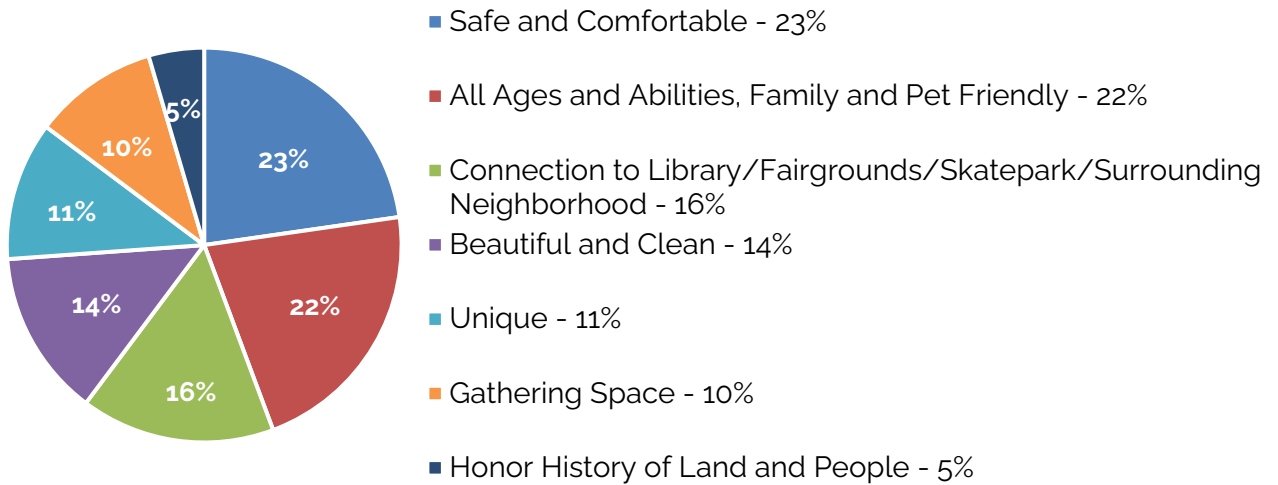
How can art and nature contribute to and enhance the desired experience?

Attendees gathered in random groups of 3-6 people, discussed their ideas and summarized them on post-it notes. Following the conversation, the post-it notes were posted on the wall along with all other groups. Attendees switched tables to encourage new groups to form, this repeated for all 4 rounds. Following the small group discussion rounds, all attendees came together and Drew Halter and consultant Christine Walker facilitated a large group discussion.

The insights gathered from the small and large group conversations and post-its have been organized into the following Key Themes - Ideas for Park: Characteristics, Classes, Equipment and Features, Events and Activities, and Landscaping. Please note that post-it notes were organized into whichever theme was applicable, resulting in some post-it notes being organized into multiple themes. The themes are summarized below. To view the full organization of post-it notes, as well as, the process of how community conversations and post-its were organized [read this document](#).

Ideas for Park Characteristics

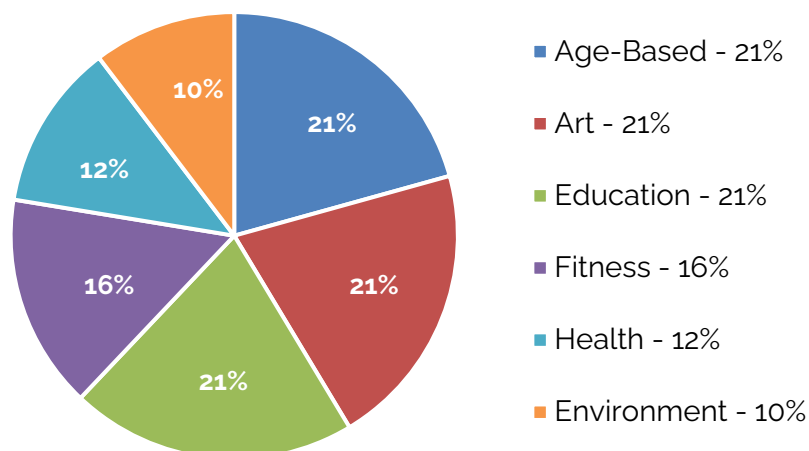
Key characteristics can be organized into the following categories in order from most frequently mentioned to least frequently mentioned:



Overall, attendees would like to see the park be a space that is safe, comfortable, and inclusive of all ages and abilities including families and pets. Attendees would like the park to be a beautiful and clean space that celebrates Petaluma's uniqueness. There is excitement around the potential to connect the park more intentionally, through design, events and activities, with the surrounding area including the Library, Fairgrounds, skatepark, and neighborhoods. The park should be a welcoming space that encourages people to gather and honors the history of the land and the people who came first.

Ideas for Park Classes

Ideas for classes at Kenilworth Park are organized into the following categories:

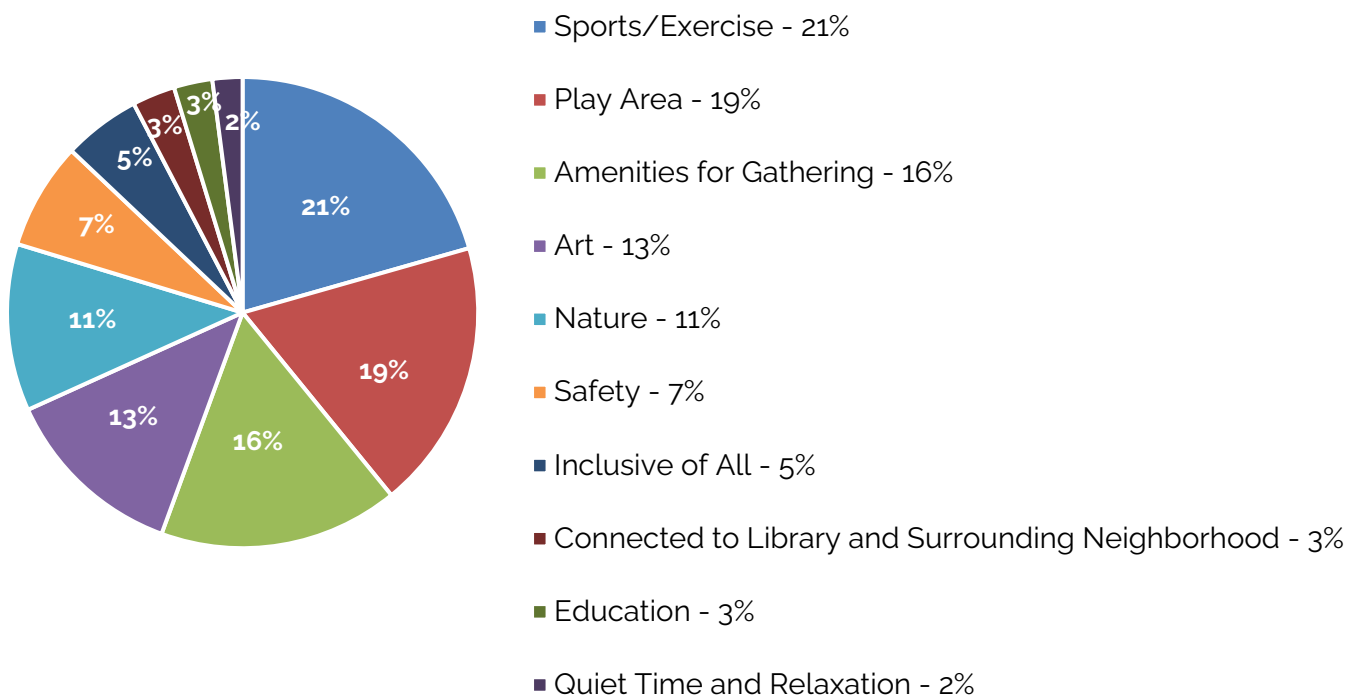


Age-based, art, and education classes were the top suggested ideas showing attendees' desire for Kenilworth Park to offer space for all generations to learn and be creative. A few attendee-suggested ideas for each of the categories are featured below:

- Age-Based Classes (toddler, youth, teen) including movement, fitness, and teen resume writing and professional skill building
- Art-Based Classes including ceramics, photography, drawing, holiday crafts, paint nights
- Education-Based Classes including homework help, language conversation, educational series
- Fitness-Based Classes including indoor/outdoor group fitness and yoga
- Health-Based Classes including CPR, nutrition, herbal clinics, and lifeguard training

Ideas for Park Equipment and Features

Ideas for park equipment and features were organized into the following categories:



Play areas, amenities for sports, gathering, and art were the top four categories of ideas for park equipment and features. Attendees offered many diverse ideas of what the play area could look like and offer including a preference towards natural play features that are inclusive of all and have art integrated into the design. Other ideas included sensory experiences like water or sand-based play, an arcade, and gymnastics bars.

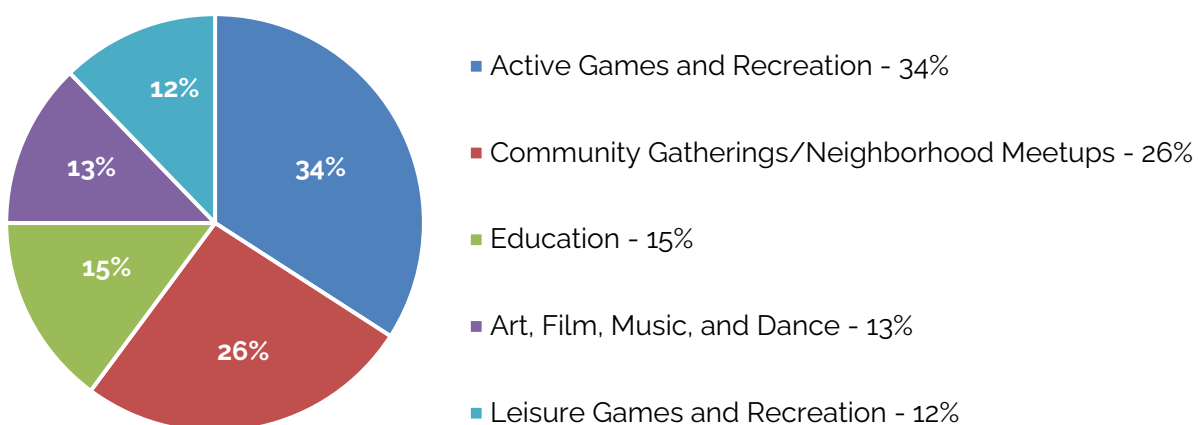
Amenities for gathering are important to attendees - there is a clear desire for the park to be a space where people can come together and enjoy each other's company. Ideas ranged and included BBQ pits picnic areas, shade, lighting, public restrooms, structures for weather protection, rental spaces, and an outdoor performance space.

Attendees would like to see sports such as basketball, lawn darts, chess, bocce ball, volleyball, and soccer available on site and ideally sports equipment to borrow and use as well. Connected to sports was the desire to see additional fitness opportunities including a walking trail, climbing structures, a natural obstacle course, and workout equipment.

There is a clear desire for art to be integrated into the park including interactive art, drawing spaces, a sculptural garden, and murals. Additionally, attendees would like to see safety integrated into the design of the park with ideas of a seat wall and natural barrier for enclosure and sound.

Ideas for Park Events & Activities

Ideas for park events and activities can be organized into the following categories:



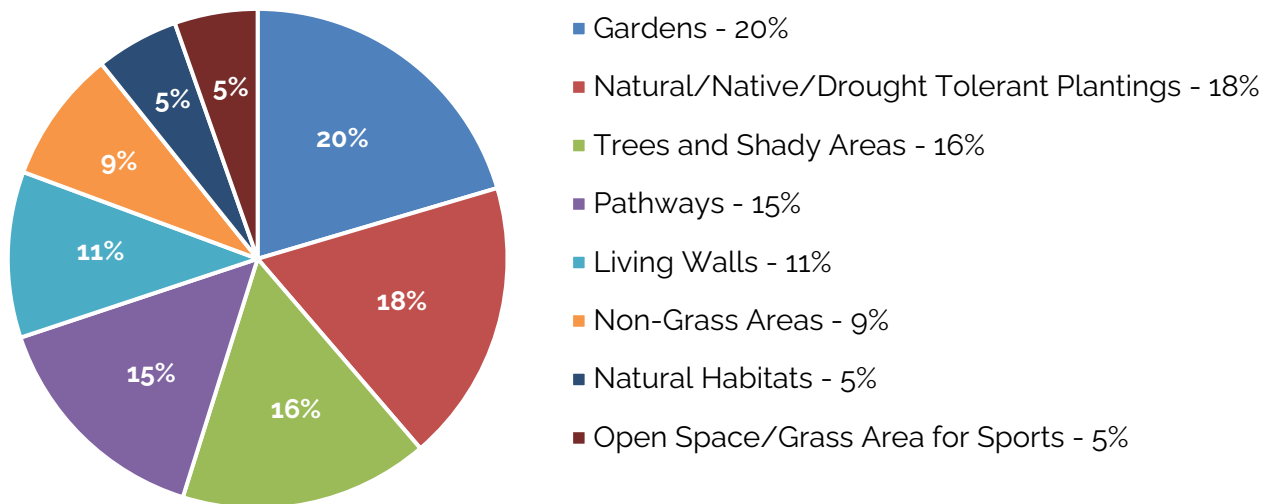
Attendees would like the park to remain a space for active play and should offer events and activities that get visitors up and moving. There is a strong desire for the park to feature a traditional playground as well as space for sports such as basketball, volleyball, or soccer, space for walking.

There is strong desire to see events and activities that encourage the community to come together and gather. There were diverse ideas surrounding what these spaces could look like including Picnics, Parades, Holiday Fair, Multicultural Events, Live Action Role Play, Food Fair, Farmer's Market. There was also a strong desire from attendees to see a partnership with the Petaluma Library formed so that events such as storytime, book clubs, and story walks can be available.

There is desire to see events and activities that embrace education, art, film, music and dance with attendees offering ideas such as public art tours, scavenger hunts, educational lectures, and other various school activities. Space for leisure events and activities like drawing spaces, labyrinths, meditative spaces, and hammocks were also important to attendees.

Ideas for Park Landscaping

Park landscaping ideas were organized into the following categories:



It is clear attendees desire park landscaping to be functional and diverse. Overall, the park should have a natural feel and offer a variety of landscaped areas that have different looks and feels. Gardens were mentioned most frequently and included ideas such as a community garden, flower garden, and edible garden. Natural landscaping, drought tolerant plantings, and trees that offer shady areas are important to attendees. They would also like to see landscaping that is functional - creating pathways for walking and barriers for safety and enclosure from the street. Non-grass areas such as a playground and water activities were mentioned along with the desire for an open grass area for both active sports and relaxation.

Community Survey Summary

A community-wide survey was released in Fall 2022 to gather community input on current concerns and ideas for the future of the park. The survey was distributed throughout the Petaluma community from September through November. It was available in both Spanish and English and was promoted through multiple city channels including the weekly community update email, social media accounts, and postcards were mailed to neighborhoods near the park and distributed at the library and at other local organizations.

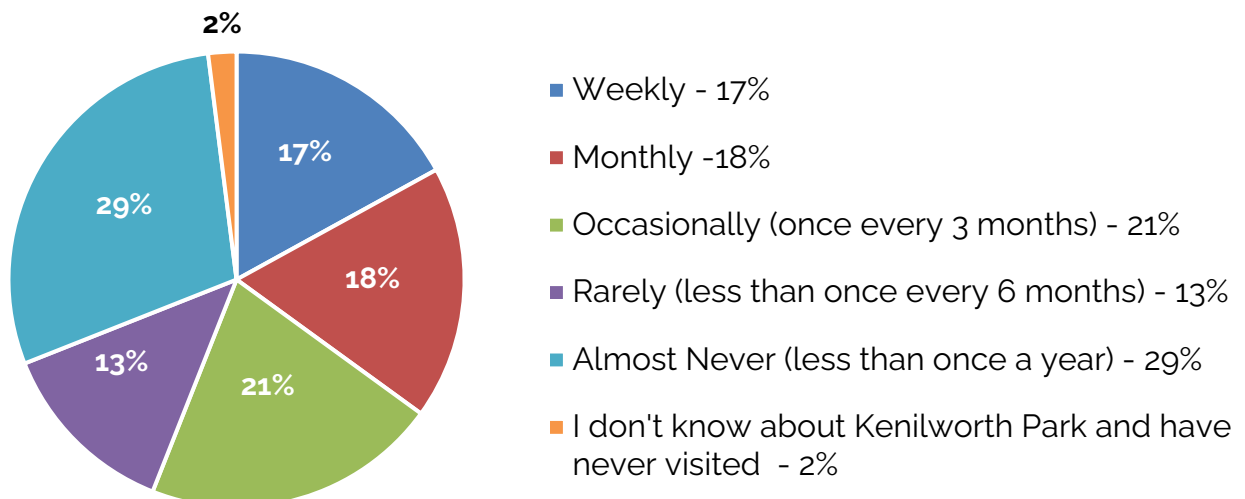
The survey posed 9 total questions and received 224 responses. Key learnings from the survey are featured below with a detailed summary and analysis of responses following.

Key Learnings:

- Over half of respondents visit Kenilworth Park 0-4 times a year
- Walking or driving are the main modes of transportation to the park
- The playground is the main attraction and biggest enjoyment of Kenilworth Park
- A lack of park amenities is the main barrier preventing folks from enjoying the park
- There is a strong desire to see natural features integrated into the new park design
- McNear Park in Petaluma is a top park that respondents enjoy with almost half of respondents mentioning they enjoy this neighborhood park
- Many respondents value trees and shade at a park and would like to see Kenilworth's shady areas expanded

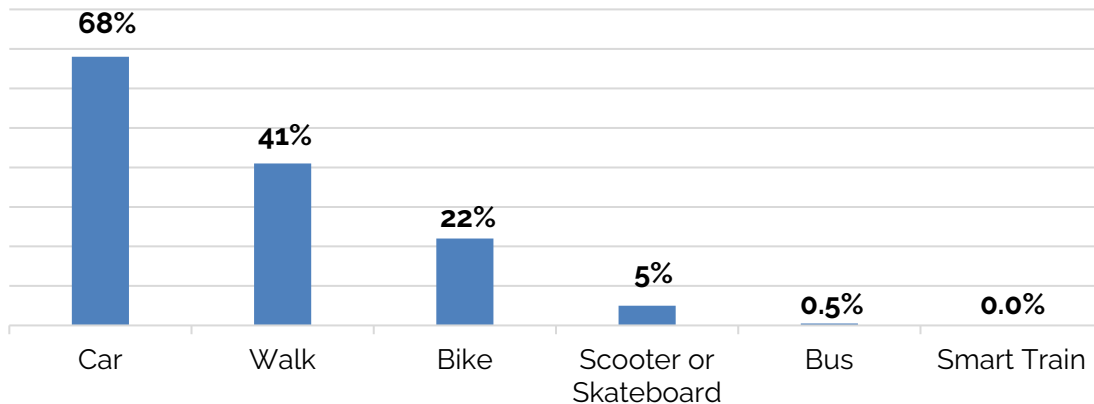
Detailed Summary and Analysis:

1. How often do you or your family visit Kenilworth Park? Please select one.



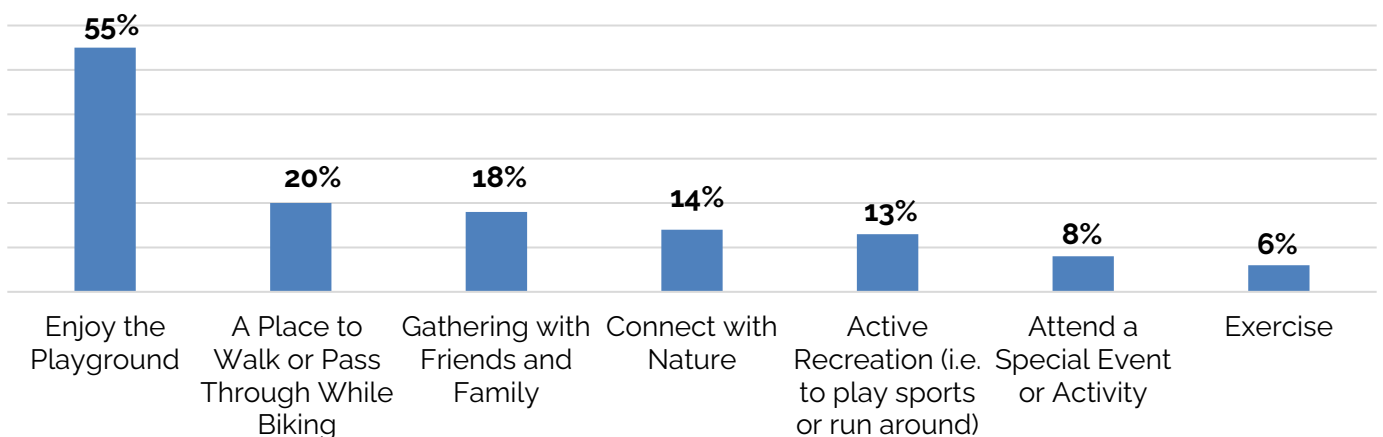
63% of respondents are visiting Kenilworth Park 0-4 times a year, which is not very often. This illuminates a need to dive deeper into the barriers that are causing such infrequent visits to the park.

2. How do you or your family get to Kenilworth Park? Select all that apply or tell us how you get to Kenilworth Park in 'Other.'



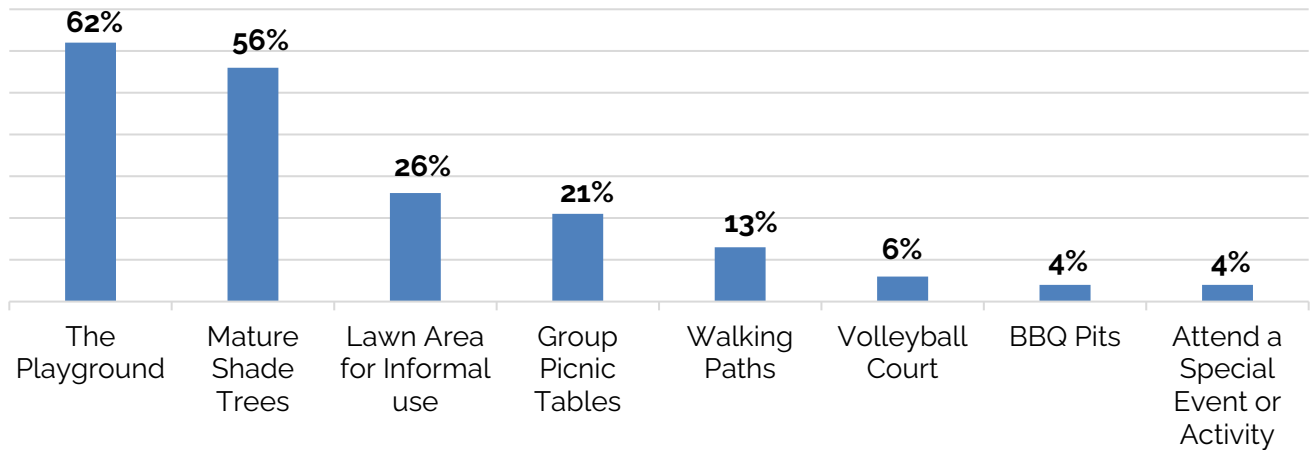
Overwhelming, driving a vehicle to Kenilworth Park is the main mode of transportation with over half of survey respondents mentioning they get to the park by vehicle. Walking was the second most popular method to get to the park with almost half of respondents reporting they walk. This illuminates the connection that neighbors within walking distance have with the park. Biking was the third most popular method with scootering or skateboarding following. Only one respondent reported taking the bus to the park and no one mentioned they have taken the Smart Train. This illuminates a need for a more integrated connection between the park and public transit.

3. Why do you most often visit Kenilworth Park? Select all that apply or write in your reason to visit Kenilworth Park in 'Other.'



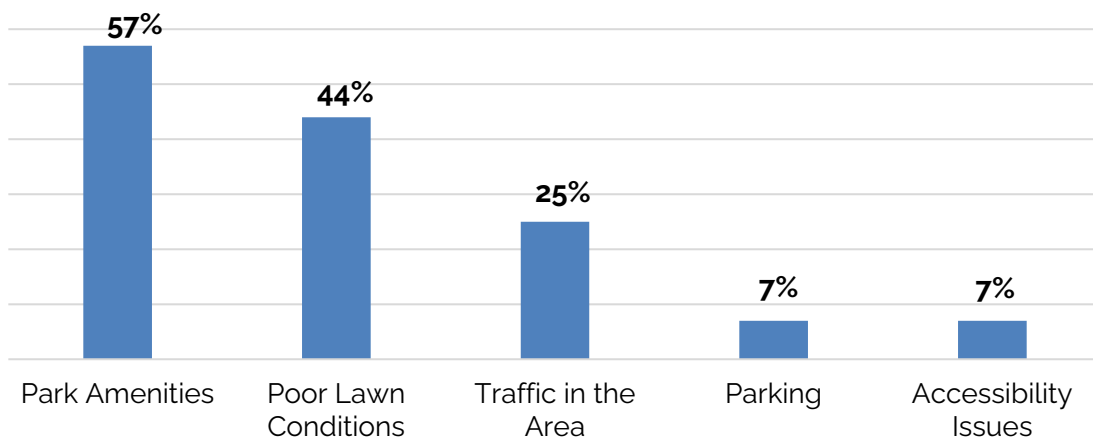
The playground is the top point of attraction to the park with over half of respondents mentioning this as a reason they most often visit the park. The park additionally is a place that many pass through while biking, illuminating the need for the space to offer shade and reprieve for those searching for rest. Gathering with friends and family was the third most popular reason that respondents visit the park with opportunities for connecting with nature and active play following.

4. What do you enjoy most about Kenilworth Park? Please select the top three things, or write in your favorite item we missed in 'Other.'



The playground is respondents most enjoyed aspect of the park, with the mature shade trees, lawn area, and group picnic tables all following. It is clear respondents enjoy that Kenilworth Park currently offers space to play, relax on the lawn or in the shade, and gather with friends and family – these aspects should be continued in the new park design.

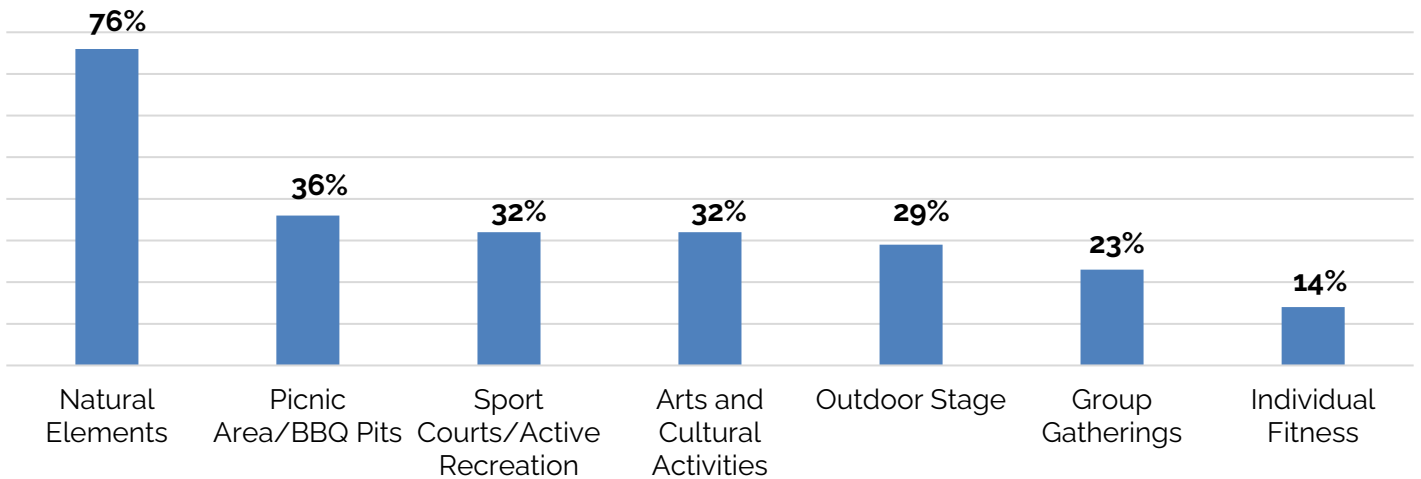
5. What are the barriers that prevent you from enjoying Kenilworth Park currently?



Park amenities are the main barrier that prevent respondents from currently enjoying the park with the poor lawn and traffic in the area coming in as the second and third top

reasons. Many respondents also mentioned the unhoused community as an additional barrier which illuminates an opportunity to provide direct services at the park and engage with the unhoused so that the park can truly be a space that is welcoming of all. Additionally, respondents mentioned that the park is boring, there is a lack of shade and overall safety concerns at the park due to surrounding traffic.

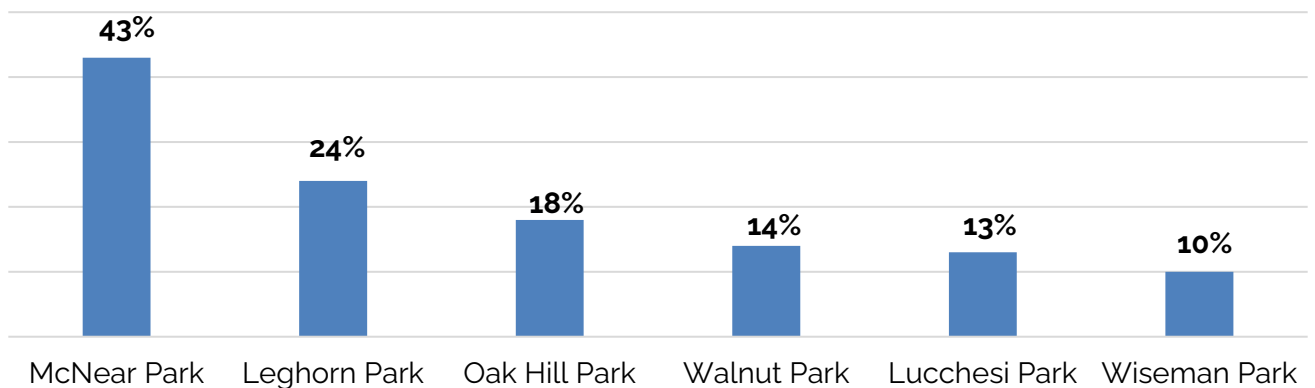
6. What new features would you like to see included in the park?



Natural elements are overwhelming the top desire for new features in the park. Additionally, features that encourage gathering, celebrate culture and creativity, and enable active recreation are desired to be included in the updated park design.

7. What are some neighborhood parks in Petaluma or surrounding areas that you enjoy? Please share what you enjoy about these parks. (Open response)

The following parks were mentioned by at least 10% of respondents.



Honorable mentions include: Helen Putnam Park, La Tercera Park, McDowell Park, Miracle League Park, Miwok Park, Westridge Park, Wickersham Park, Arroyo Park, and Meadow View Park.

Reasons for why respondents enjoy the above parks varied, however, the following themes were identified:

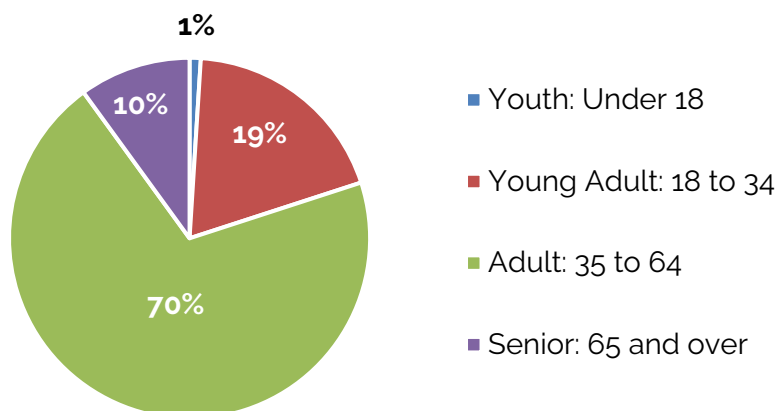
- Shade and Trees
- Playground
- Picnic Areas and Seating
- Courts and Fields for Sports
- Open Space and Grass
- Friendly for All Ages
- Clean and Well-Maintained
- Bathrooms Available

Shade and trees were the most frequently mentioned by respondents with playground coming in a close second and picnic and seating areas third most mentioned. As it is clear that the above elements are what attracts users to parks, these elements will be considered and prioritized as this process continues to unfold.

8. Is there anything else you'd like to tell us about your experience with Kenilworth Park? (Open response)

153 respondents shared additional experiences with Kenilworth Park. The responses ranged in theme and sentiment. The responses are included in full at the end of this document.

9. To help us understand who this survey is reaching, please select your age group:



Almost 90% of responses came from folks ages 18 – 64. This identifies a need to more deeply connect with youth under 18 and Petaluma's aging elder population.

Full Open Responses: Is there anything else you'd like to tell us about your experience with Kenilworth Park?

This park has so much potential, we never went when the kids were younger, it's a sad park. Please make a better park for midtown!!!

I enjoy seeing the birds there, especially the great blue heron.

It's dirty

Safety is the #1 issue preventing us from using this park more
Please no more sand at the playground. This playground is very central to petaluma, so inevitably more than just children hang out at the park and end up leaving not-so-safe trash. Sponge turf flooring instead of sand or wood chips. Some shade would be great too.
Take advantage of its proximity to other community amenities: library, skate park, pool
The area needs to be sheltered from the busy traffic noise and traffic pollution on Payren and Washington and on all sides with a double row of trees and lots of gardens full of drought tolerant bushes, as in the garden by the front entrance to the library.
Glad to see this park will be updated. Rare that I would take the time to fill it this survey but this is exciting. If you build it, we will come!
Can sometimes have a lot of garbage.
Parking is not great. Does not look appealing for kids too old for playground.
The big holes (gopher holes) make it a bit treacherous to enjoy walking around Kenilworth right now. Perhaps install owl boxes, which has many benefits and might help take care of the gopher issue. It feels like there's a lot of potential for this park as most people don't use most of the space in there. Partially, I think it's because it feels so exposed to East Washington, which is a really big street, planting more trees to create a greenery buffer at the East Washington Street edge so that you're not looking at cars and they're not staring at you while they're stuck in traffic would be really nice I think.
This is the closest park to our house, so we really look forward to its rehabilitation! Right now, we walk further to other parks (Lucchesi, via the trail) because Kenilworth isn't always super appealing, which is a pity. Things we'd love to see: much better access for pedestrian/bike approaches. It's quite awkward right now that you have to walk all the way around the park to get to the playground/picnic tables via paved pathways. The playground completely floods pretty regularly in the winter, and can remain flooded for several days — this clearly needs attention. We'd love to see better pedestrian connections to the library. We like to do the library Book Walk, but once you've finished that, you're faced with a moonscape of gopher holes in order to reach any of the park amenities. And it's awkward accessing the park from the front of the library, too. Given that the park is bordered by some pretty high-traffic streets, it would be nice to have more buffering landscaping or pathways. We visit the park frequently on foot with young children, and it feels difficult to keep them safe from cars on the way there. It's nice having the mature trees near the playground, but the rest of the park could use more shade, especially shaded places to sit. Overall, midtown really needs a great, walkable, family-friendly park, and we hope Kenilworth can become that!
it's gross in its current state, and only usable for 2-5 year olds.
Dirty
We live in midtown and most often avoid Kenilworth even though it's only 2 blocks from our house due to the above reasons. We would absolutely use it weekly in combination with the library if it received some updates.

Expand the garden in the back of the library, plant more trees, provide more shade
I only took my kids there years ago 1 time but drugs and homeless took over and was not a safe place for us
Shade and cleanliness would make it better.
The park always seems run down and in poor shape, it is also awkward to visit if you aren't close enough to walk or ride bikes there due to being in a high traffic area with limited parking.
It's run down. Lots of gopher holes, which makes unsafe to walk through. Rarely see people use it given its great location.
too much litter everywhere. please keep the shade trees and sand!!!
Some of the recent Petaluma park renovations have included play structures that are only geared towards the youngest children (under 8) (i.e., see Bond Park). Junior and high school kids would also like to play on structures, but they need to be designed for this older age group. Kenilworth Park's proximity to the library draws a wide range of ages. We would use this park a lot more if it had new play structures designed for older kids and if it did more to acknowledge it's location next to the library.
I think it is important that this park include some artistic vision and something that makes it unique in some way from the other parks. So many people drive by this location that it would be nice if this can be more than just another newer version of a cookie cutter park. I'm excited to hear about the Art committee's involvement, I hope that helps make this project unique and practical for the community.
We need more sports in that area. We would like to see pickleball courts
It's a convenient location, but not very well maintained, there are weeds, and it doesn't feel safe to run around on the grass because of all the gopher holes, and there's no barrier tween the park and the street
I don't like the sand at Kenilworth park. But I love how close it is to the library. We often tie a library visit to a trip to the park. It would great to have some shady benches for kids/adults to read outdoors .
Please consider adding additional playground and park facilities at the fairgrounds site. One playground for midtown is not enough.
Also, could you connect the library somehow to the park/playground? Like an open-air library space?
We like the park my kids enjoy it but it's not are first option to go to because of the bad condition park is ; even though we live near the park. Looking forward for the new park!
The playground is just not safe being so close to the street. It does not take more than two seconds for a toddler to run to the street. Sadly, I see the new garden area virtually useless.
I live in Midtown and would love for this area to finally be improved!!!
M/a
It always seems dirty. Homeless people camp out there at times

Please add more shade! There are so few shaded areas to go play during the day, and the play structure (plastic or wood or metal) gets so so hot in the sun all day.
We started going to this park less often because the sand was so dirty and sometimes there were active bee hives near the playground. We stopped going completely once the homeless people felt threatening and were hanging out inside the park and table areas. I heard drug use needles were found at the park once and I can't risk my children being near that especially running around in the sand.
I've been going to this park since I was a kid (late 80s). It used to be the hot spot for parks in Petaluma- many birthday parties, beautifully cared for green turf areas, families bbq'ing, mature shade trees were all a part of the appeal of the park. It seems like this park has gone by the wayside- lots of weeds popping up in the playground area, garbage and transients commonly use the area. I hope the focal point will include planning for the library ie: an outdoor stage/performance arts location for all weather (which could also be utilized for small events/gatherings) and would hopefully breathe some new life into a very underutilized area in my hometown.
The sand is the worst part. Kids don't want sand in their shoes and it's not safe to go shoe-less.
I would be great if there was a fence around the park to keep the little ones from getting too close to the street!
It would be great if there were benches and meandering paths to seamlessly connect to the library garden. I know my young kids would love to have a place nearby where they could practice riding their bikes safely.
The playground obviously needs a huge update, but the actual elements of the playground (monkey bars, slides, etc) make for a really fun time. Eliminate the sand and improve drainage on the playground.
Please preserve the shade trees and add more.
I feel generally unsafe at that park due to homeless in the area that hang near the library. The play structures are amazing. But the sand needs to go and should be replaced with recycled rubber turf.
We've visited the park by foot every week for 5 years. It is safe and fun for the kids. Some of the stories circulating on social media calling the park's safety into question seem less than credible.
Bring back the volleyball court! We never even used it but it was nice to see families enjoying that space, especially Latinx families.
Its just depressing and unattractive. Even My young children say what a bad park It is :(
Yuck
The playground feels too worn down. The volleyball court overgrown, the butterfly garden is nice but so small. I wish there was a fence or boundary along the busy payran street
We love the play structure and proximity to the library and McKinkey

Homeless activity is what I associate most with this location, though I'm unsure how accurate an association that is.
I would love to see this area cleaned up and the drug addicts kept away. Even if it's turned into a fabulous park, I won't bring my kids there due to safety reasons. This area could use a wonderful and safe park!
My son liked the playground and I like the tables but there are tons of homeless people that sleep there all day and that makes me feel nervous
It would be nice to improve the play structure & add facilities.
Support the homeless because there are a lot don't just evacuate them...
I love that it's a space for people who are shelterless to relax, find shade, etc, and I wouldn't want them to lose that. At the same time, there's one place to hang out so it prevents families from using the space at the same time. I'd love to see a solution that expands the opportunities to use the space in different ways so that nobody is driven away.
<p>I am happy to hear there are plans to improve this park.</p> <p>Out of all the parks in Petaluma this park is the least one that I visit with my 3 children and I always wished that it was better because of its location next to the library.</p> <p>I always thought this park had so much potential. It is hard because its a high traffic area and frankly because of the transient issue which leads into the park. The BBQs are way to close to the play structures.</p> <p>I think the teen center should also be updated as there are very few places for our young adults here in Petaluma.</p> <p>The main issue is that it's dirty and I have literally found needles in the sand and lots of garbage.</p>
The sand is very dirty, it's the major deterrent for us. My kids have to change their clothes and take a bath every time we use the park. There isn't much shade, and it is often too hot to use the park.
Playground structure itself could use renovating or replacing. Thank you in advance for improving this important park!
My son had his birthday party there this year. It's a great spot with a nice picnic area! But we had to come early with gloves and bags in order to clean it ourselves before the party. The playground sand area has grass and weeds pushing through, plus more garbage. The kids kept tripping in the gopher holes. There's so much promise here and it just needs a bit of attention. The tables and play structures are great!
It's a sad and dreary park with way too much lawn. I rarely see anyone in it except for families with toddlers for the climbing play structures.
The play structure is outdated and needs to be replaced. The cement wall surrounding it is falling apart and creating a hazard for kids climbing on it.
The play structure is wonderful. Play structures these days are too modern and art based and kids get bored easily and don't have the wonderful options Kenilworth play structure does. I have 3 kids 11,6 and 1 and they all stay busy at Kenilworth Park for at least an hour
Overall it's an okay park but the sand and lack of shade prevents how often we frequent the park.
I think it could use some natural barriers like plants or benches or logs or trees to make it feel Less exposed.

Currently if hosts sleepers. Noise from adjoining roads prohibits some uses. When will you address Miwok? Larger park, terrible underfoot, lacking amenities, yet surrounded by a large population. I'm surprised you are focusing on Kenilworth.
Please remove the sand. It's not clean or safe to play in.
I had an elderly family member trip in a gopher hole and fall and injure themselves trying to get from library to playground. Layout just doesn't make sense. Lawn is just one big gopher habitat.
I never consider going to Kenilworth because it seems dirty and there are always homeless people hanging around it
The sand in the park area has to go. Garbage. Unkept
Too hot, too much road noise, water wasting
The volleyball used to be fun. The playground has changed several times. This could be a good place for some kind of water play on a hot day.
No
I've been taking my daughter (now 6) to this park since she was a baby & I've always wished that it were more pleasant. It always feels sort of dirty & forgotten. I'm thrilled that this park will finally be getting some upgrades! With the removal of the big trees that were there, I hope they'll put in more trees that will provide shade. It's such an asset to have a park near our house & it makes for a fun stop before or after a library visit. It would be nice to have some events there related to the library.
I really like the walking path next to the library with the garden. Maybe an extension of that would be fun, educational and limit the amount of grass
I thought it was just a lawn, library and where homeless people sleep
Clean up the needles/drugs/homeless/some sort of fencing/Living wall on Payton-washington
So grateful for this project! So much potential, such a wasted space as is. Needs more trees!
Becomes a pond when it rains in playground area.
Needs updated playground equipment and drainage from winter rains
Areas of lawn in public parks is okay with me since we can't have them at home and kids like a place to run. Plus, it's cooling. Could the history of Kenilworth - racetracks, horses - be incorporated into the park? It seems an anonymous sort of landscape and so dull.
I really just only pass through it.
Excited about this project!
As a the only park in the midtown area and the one next to my daughter's school, it makes me sad about the condition of this park. There isn't enough shade, the grass is terrible, it is loud because of the cars, unsafe for kids because they can easily walk into traffic. We would hold school events at this park if it was cleaner, safer, shadier, more inviting.
There's always trash I'm the sand in the playground, the grass has gopher holes so it's easy to trip

I used to go there through the Parks & Recreation Department summer camps as a child. As an adult without children, there isn't much there for me.
It is surrounded by homeless
Everytime I go by there are homeless people doing drugs or alcohol. Are parks should feel safe for families.
Need bike parking, walking path to library.
It just feels very unprotected- lots of cars and no fence of any kind for little kids running around. It also seems really dirty and not maintained.
Kids only in the playground area seems to work well in San Francisco - "no adults allowed unaccompanied by a child" - keeps people from using it as spot for using alcohol and drugs
The connection with the library, teen center and fairgrounds is not clear to me.
It is very exposed to traffic noise
Walking across the park is currently highly hazardous due to the gopher holes.
Enjoy the small haven in the traffic. Love to take my kid there and bonus that it is by the library. Would love to see more library and community and arts events there and structures/playground that enhance the natural beauty.
The playground is huge, but the sand has to go! It is really hard to play on and doesn't feel clean. A more natural park would be great. It would also be wonderful if there was a way to better incorporate the library and activities there, into the park.
Disastrous, the weeds in the sand and horrible maintenance, yet the city ensures there's signs up about masks and hand sanitizer. Take care of your parks. Ensure parents feel safe to bring their kids there.
It's close to home, but we drive across town. Not many kids go there.
Many of us walk from the library directly to the park. It would nice to have a path going from staff library parking, behind teen center instead of walking all the way in front of teen center. And a shortcut from E Washington, behind the library (there's already a nature path there) directly to the park. Also grass and picnic tables need to be upgraded.
The neglect of the "teen center" is shocking. The play structure is shabby and boring.
Wish for the space to have a contagious community attraction. Right now the on and off noise pollution, light vagrancy, bland open space (mature trees are a positive note) and slight neglect deter me from spending time there. Looking forward to any and all attention the park can get. It's a real "jewel in the rough" in the midst of town. Thank you for the survey.
Not at this time..until.. counsel does something unlikeable

Kenilworth Park's nicest amenity was always its shade. Even in the middle of a summer day, kids could go to the park and play in the shade under the trees. For reasons my Midtown neighbors and I cannot understand, City workers suddenly clear-cutted most of the park. In particular, they removed a large tree that had long shaded the toddler play structure. This was a truly terrible thing to happen in an era where many of us (including, supposedly, the City of Petaluma) are trying to preserve trees and battle climate change. I could not explain to my granddaughters why the City had destroyed some trees at the park and devastated others with drastic limb removal. It did not make sense. I have visited the park for many years--with my own children, and now my grandchildren who are in my care. I have never noticed large branches on the ground or any other signs of an unhealthy tree there. This summer, I noticed that the park sat empty in afternoons when it normally would have hosted many visitors. With the lost shade, we had to limit our own visits to early morning and late afternoon. It seems that the recreational needs of Midtown Petaluma, which is less affluent than many areas of the eastside and westside, were being ignored once again. To be a valuable park once again, Kenilworth Park needs to have its shade restored. Trees must be re-planted, and shade sails installed in the meantime. And the City should offer residents an explanation for why it devastated the park. The Tree Advisory Commission should join in that explanation.

The library's garden is very nice but none of it is carried over to the actual park. The park itself seems to just sit off to the side of flat grassy lawn with very little though given to it. I'd like to see nature and more garden items integrated into the park. My kid goes to the library to learn (books about trees, bees, seasons, animals) but once we leave the library grounds, the park itself doesn't seem to allow much continued conversation and learning.

I'd love to see the Kenilworth Teen Center revitalized as well. It feels imposing, underutilized and uninviting. Please remove the chain link around the basketball court so everyone can use them.

we haven't been to this park much because the nearby traffic feels a bit scary, especially with a little kid that loves to run around. We would be grateful for some kind of fencing to keep littles safe!

I have found needles and lighters on the playground: it doesn't feel particularly safe.

Traffic traffic traffic and it's got an abandoned feel and doesn't feel safe for kids


We used to visit this playground when the kids were younger, but now they are not interested. If they playground also had activities for pre-teens/teens, we would go again, since we visit the library often.

We like the changing "story walks" that the library offers, as well as the garden! Shaded playground is great too. My kids like that the playground has a more advanced area for physical challenges. We haven't played volley ball there, but it is great to see a court available. We would love to see the park used for library events too.

Play area is cheap looking. Please get local artists and designers to construct play areas, not companies selling plastic, fake rocks etc.

It just feels kind of sad and dated. It's the kind of park where you see more homeless people than kids playing in the playground.

The volleyball area needs to remain at this park. There is not another one in town

I live nearby but it seems too exposed to traffic. Casual Volleyball/soccer runs a risk of going into busy streets. Picnic areas for family parties seems like best use. Teen center should be rentable space with kitchen.
Open up park maintenance to volunteers if the city can't keep it up. It's has looked more like a forgotten lawn than a park.
Needs love
I often take my kids there before or after we visit the library, a direct, defined path between the two would be nice
Would go there more often with our family if the playground equipment were more engaging for our kids.
The most recent times I went we had it to ourselves but there was graffiti and trash everywhere. It looked like someone put white chalk or paint all over the place. Not the cleanest place to bring a cute little 2 year old girl or any kid. As a Mama with her baby, I don't feel  comfortable bringing my kiddos there all the time.
It's always empty. It needs to be a more inspiring place and needs more greenery/trees and less sketchy characters for me to want to take my child here.
It would be really nice to have a small area fenced in for allowing dogs to play, there aren't any dog areas in midtown
The teen center needs to be integrated into the plan. This facility if opened up on the west side would make a great event space. Move the employee parking elsewhere and improve the connections to the front of the library. This could be a wonderful cohesive space, not just a parking lot and rear entrance. There is plenty of parking at the front, and too much street frontage.
Kenilworth park is our go to park. We walk there almost everyday. It would be so nice to have swings and a nice area to sit down while watching the kiddos at the playground. It would also be amazing to have a dog area!
Can we please have access to the teen center/gym again? This location should be a gathering place for residents of all ages but will need a unique draw to revitalize.
We love the location right outside the library. It's the perfect outing with kids. It's not our top choice bc of the transients often in the area though.
It has been traditionally very run-down and a meeting place for drug deals (I have actually witnessed such things in the middle of the day.) I do not feel safe bringing my daughter there. It's not just the equipment but the atmosphere that needs to change, which may be a large undertaking.
I'm very excited about this park getting updated. Right now it's a dead zone. And if there's collaboration with the library and teen center (what's going on there?) this could be a beautiful focal point for the community and surrounding neighbors.
Unless you clean up the homeless and drug addicted population, this park will remain highly unused

The playground sits so far out on the corner and feels very much on display, as much as the element of lone men drinking or doing drugs adjacent to the play area is a turn off from using it. It would be GREAT if there was a path from the playground to the library (something fun -- a wiggle path, something with maybe pressed animal prints in it, etc) or altogether was closer to the library.
More shade
It just seems like the playground needs to be reconfigured or in a different location or maybe not there at all. It's always deserted and there's always transient activity around it which makes families not very comfortable. This space has such potential though so thank you for seeing that and surveying the community! Maybe some public art there would go a long way?!
We do not like the sand.
Needs to serve a variety of community members
This park has so much potential. I'm pleased that the city is looking to improve what could be an amazing amenity for the neighbors and those from other parts of town.
We would be so thrilled to have a more welcoming park almost directly across the street from our house. We would love to see children and families there on a regular basis and are willing to participate in any community clean up event to help achieve this!
Kenilworth Park seems neglected. The play area is not well maintained and there does not seem to be trash pick up.
Would love new volleyball court. Would benefit from more trees and shade - protection from noise from the 2 major nearby streets.
Love bringing the library outside and incorporating it into the park, also love the area where the lawn was removed and a water wise garden was planted.
not at this time
I think the community would really benefit from a volleyball court.
Library proximity makes it super sweet!
I think more extensive planting and landscaping would make the space more inviting
More trash receptacles might help mitigate some of the build up.
Would love more shade over play ground. Missing those big trees.
I'd love to see swings at kenilworth park, as well as a shaded area where people can eat and stay out of the sun and the rain. It would be great to see more places for kids to climb and build!
The park, in its current state, does not feel safe to take children when unsheltered people are sleeping on the lawns. Too many cars speeding by; using the library/park and ride lot as short-cut to avoid E. Washington stop lights. Safety issues parking and walking to the park
Not nice to walk to, no entry or visual separation from cars. My son got hurt on outdated equipment
Frequent user

It has so much potential. I have lived in this neighborhood for 6 years and Petaluma for 12. I have 2 children and we want to have a local park to go to. They attend Live Oak Charter School next door to the park yet we rarely go there because it is not well maintained. We don't have enough park space in our neighborhood and need to make this park accessible to all, with versatile spaces (not for one sport only) that is well-attended so it feels safe. We need to plant many more native trees that will mature to be shade trees, and incorporate the library garden.
It's the closest place to run my dog but the old tree roots and gopher holes are dangerous. Would love a more well kept lawn area, even if it's smaller. Also, seeing Washington really makes it feel unsafe to have dogs or kids running around. Putting some kind of physical or visual barrier on the street edges would help
Not inviting because of traffic noise.
Inclusive features...bucket seat swings
We live on Payran, only a couple blocks from Kenilworth Park. We hardly ever go to Kenilworth because it is not fenced, so there is no safe container for our young child to freely explore.
Adding more greenery and trees - maybe a community garden to make more people present during open hours?
Needs more shade in general, but esp. around tables & play area to replace shade trees that were removed
The playground needs an update and a water feature would make it special.
Wasted space
Wow, the age groups are a bit misleading. A 34yo with young kids is lumped in the same group as a retired 64 yo person?
Manage the gopher holes a bit so ground is more safe.
It has so much potential!!!! Ever since I was a little kid in Petaluma, (40 years old now), it's been a ghost town of a park despite having so much potential. I think the right improvements can really make it a popular park. Think leghorn, or walnut, McNear. Bring in the family friendly amenities and make it a park where people will have birthdays parties and moms want to bring their kids and people want to picnic etc. Maybe a community garden like by the cavanaugh center? The park needs to entice people. Right now it feels terribly exposed to traffic and doesn't feel comfortable to take kids. Thanks!
Decongest traffic on E Washington ST by having exit on south 101 that directly opens into Kenilworth mall into fair grounds. Also rightmost turn that enters into S101 at the intersection can be opened into target for mall going traffic that currently go upto Johnson ST. Redesign fairgrounds drive to become regular road with bus bays for airporter as well as Amtrak bus. Tress in the fairgrounds and all surrounding of Kenilworth park
I wish there were bars to do pull ups and other exercise equipment. Other cities have these amenities but I have not seen any parks in Petaluma have these. I feel it would increase the health of people living in Petaluma if these equipment were available in more of the parks.