

BOUNDARY OAK GOLF COURSE

REQUEST FOR GOLF COURSE CLUBHOUSE ARCHITECT PROPOSALS

JULY 5, 2011



TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. Background	1
B. Scope of Services	3
C. Proposal Content & Submission Requirements	5
D. Project Timeline (Estimated)	7
E. Proposer's Conference	7
F. Minimum Qualifications	7
G. Selection Process	8
H. General Requirements & Information	9
I. Standard City Consultant Agreement	9
J. Conditions of This Request	9
K. Questions	10
Attachment A Boundary Oak Golf Course Layout	11
Attachment B Boundary Oak Golf Course Clubhouse Floor Plan	12
Attachment C Standard City Consultant Services Agreement	14
Background Resource A Boundary Oak Clubhouse Facility Condition Assessment Final Report dated April 3, 2008 (Click here for a link to the report)	
Background Resource B Boundary Oak Golf Course Market and Financial Feasibility Study dated November 9, 2007 (Click here for a link to the report)	

Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011

The City of Walnut Creek (City) is seeking proposals for professional architectural services to assist the City in planning renovations of the Boundary Oak Golf Course (BOGC) Clubhouse. The successful proposer is asked to prepare a plan to include phasing with minimal operational impact for improvements to the interior and exterior of the BOGC Clubhouse. This plan will enable the City and Boundary Oak Golf Course to achieve its vision of being a high quality and efficient golf clubhouse and banquet venue for small and larger scale events.

The City desires a licensed architect, whether that is an individual or firm, to incorporate recent assessments and operations of the BOGC Clubhouse facility with their own assessment of current conditions and to make recommendations to improve the facility's condition and/or function. Recommended improvements must address a range of options for a future scope of services to be performed, which includes two distinct categories:

1. Assuming the existing clubhouse building is remodeled, the architect will present options that address solutions to the facility's interior and exterior structural and safety deficiencies.
2. Assuming the clubhouse is demolished and rebuilt, the architect will develop options to serve current and future Boundary Oak needs.

The project will also develop specific estimates of all probable costs associated with clubhouse improvements and a rough estimate of the time necessary to complete the potential construction work.

A. BACKGROUND

1. Boundary Oak Golf Course Basics

Boundary Oak Golf Course, designed by Robert Muir Graves, opened in 1969 and encompasses 160 acres adjacent to the Lime Ridge Open Space in Walnut Creek.

The Clubhouse also opened in 1969 and is a 30,000 (approximate) square foot facility, housing a large event room adjacent to an elongated cocktail bar area to the east, a smaller event room facing north, and a medium size event room bordered by a dining area and large cocktail bar facing west. The facility's upstairs also includes banquet offices and a kitchen. (More detailed information may be found in the clubhouse floor plan included as Attachment B.)

The golf course property is located high in the eastern area of Walnut Creek and provides spectacular views of the surrounding areas. Those vistas are considered to be a strong asset of the BOGC Clubhouse. The facility housed a fine dining restaurant in the past, featuring views of Walnut Creek. The upstairs facility is now used for banquets and other catered events. Located downstairs is the golfer's grille and recently remodeled restrooms along with the Pro Shop and Cart Barn.

Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011

2. Recent Studies

The City of Walnut Creek completed a BOGC Market and Financial Feasibility Study in November 2007. This strategically-oriented study, which was conducted by Economics Research Associates (ERA), provided information that assisted the City in determining a new BOGC business model. Interested proposers are invited to review Section VI of that report, which identified options for a range of improvements to the BOGC Clubhouse, including the report's conceptual "Scenario 2" clubhouse capital improvement program.

Concurrent with the BOGC Market and Financial Feasibility Study, the City of Walnut Creek also completed a facility condition assessment of the BOGC Clubhouse in April 2008. This assessment, completed by the structural engineering firm Allana, Buick and Bers Inc. (ABB), determined that various repairs and upgrades need to be made to certain building systems and building components. The ABB report provides essential background information for prospective clubhouse architects.

The City has acknowledged the need for significant BOGC clubhouse capital improvements and the City Council directed staff to define a scope of work to renovate the Clubhouse, as recommended in the ERA report, and to identify potential funding sources. Although the City initially envisioned a conceptual clubhouse capital improvement program along the lines of Scenario 2, the final scope of improvements is yet to be determined. Actual improvements may be considerably more limited given changes occurring in the overall economy and operational experience gained at Boundary Oak since completion of the ERA report.

Links to the ERA Report and the ABB Report are found in the table of contents of this RFP and on the City's web site. Although both the ERA and ABB reports are believed to be accurate, the City cannot guarantee the degree to which conditions may have changed since the reports were completed.

3. Current Operations

In 2009, the City selected CourseCo, Inc. as the golf management firm designated to operate and maintain the entire Boundary Oak Golf Course complex including golf operations, maintenance and food and beverage services.

The Boundary Oak Clubhouse operation hosted approximately 200 events in the 2010-11 fiscal year, including weddings and other private social events, tournament banquets, and corporate meetings. These activities averaged approximately 100 guests per event and range from small meetings for 20 people to social events with as many as 275 guests. The golf course itself hosts approximately 60,000 paid golf rounds per year.

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

Future bookings indicate the number of events will increase during the 2011-12 fiscal year. More detailed information will be made available to the successful proposer when the work begins.

B. SCOPE OF SERVICES

The selected architect will be asked to report on current conditions and recommend improvements to BOGC in the following manner:

The architect will conduct a detailed on-site analysis of the BOGC Clubhouse which, at a minimum, will address the facility's interior and exterior structural and safety deficiencies, while focusing specifically on building systems and components addressed in the ABB report, the upstairs kitchen, ground floor areas currently housing the Pro Shop and golfer's grille, areas offering potential for housing an outdoor event space, and any other spaces whose condition seriously hampers the facility's effective and efficient operation as a golf clubhouse and banquet venue. Initial tasks to be undertaken must include, but are not limited to:

1. Background

- Review of the ABB facility assessment report;
- Review of the ERA report recommendations related to the potential clubhouse improvements, including Section VI's Scenario 2 program;
- Physical inspection of the BOGC Clubhouse and surrounding terrain;
- Interviews of selected City staff and CourseCo golf and food and beverage operators;

2. Capital Improvements

Upon completion of the background work, the architect shall investigate two categories of capital improvement plan scenarios and other information as outlined below:

Category 1 – This scenario assumes the existing clubhouse building is remodeled.

Option 1a

Assess the interior and exterior structural and safety deficiencies and identify required regulatory upgrades to building systems, building components and kitchen facilities necessary for the food service operation to continue meeting all safety and health standards. This category assumes the existing space utilization/floor plan/layout remains the same and only essential kitchen equipment is potentially replaced. Work in this option includes assessing a remodel of the existing grille area and recommendations of basic operational and cosmetic upgrades, which may

Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011

include furniture and fixtures throughout the clubhouse, to make the facility more contemporary and appealing.

Option 1b

Assess the interior and exterior structural and safety deficiencies and required regulatory upgrades, and reconfigure the existing space to make optimum use of the facility. This could be a major remodel of the existing facility. Work in this option includes identification of how to reallocate space usage to maximize the operation, take full advantage of the views, and improve the design, quality and/or functionality of these spaces. The selected architect may also consider an outdoor event area, including the identification of physical and functional requirements for an outdoor event area and any golf course-related changes that may be necessary to accommodate this area.

Category 2 – This scenario assumes the clubhouse building is demolished.

Option 2a

Recommend new facilities and related improvements to serve the needs of a pro-shop, cart storage, golf food and beverage operation, including the grille, and a small banquet facility serving up to 200 people (primarily serving the needs of the golf business). Work in this option includes an assessment of construction necessary to support golf and golf tournament business and private events.

Option 2b

Recommend expanded new facilities and improvements to serve the projected needs of a pro-shop, cart storage, golf food and beverage operation, and grille to serve golf business. Work in this option includes an assessment of construction necessary to support golf and golf tournament business and provide support inside and outside the facility for large-scale, private events.

3. Deliverables

For each of the above options, the selected architect shall provide basic floor plans and specific estimates of all probable costs associated with each recommended repair/improvement/upgrade/reconstruction (and/or costs associated with a change in layout as referenced in Option 1b).

The architect shall also deliver a schedule/timeline for all improvement plan scenarios and an assessment of how long the indoor food and beverage business will be unavailable to the general public during construction. The selected architect will provide information about phasing the project to create the least amount of impact to the ongoing BOGC business.

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

The selected architect may be expected to present their findings and recommendations to a variety of City policy bodies in public meetings.

C. PROPOSAL CONTENT & SUBMISSION REQUIREMENTS

To be considered in the selection process, the qualified architect should organize the Proposal as follows:

1. **Transmittal Letter** expressing the respondent's interest and qualifications. The letter must contain the signature of the individual who is authorized to bind the architect/firm to the terms of the Proposal, a statement that the response is valid for 180 days, and a statement disclosing any past or ongoing potential conflicts of interest the consultant may have as a result of performing the requested work.
2. **Respondent Profile**, which includes:
 - The respondent's name, address, telephone numbers, web site, and e-mail address;
 - A brief overview of the firm, including any knowledge of Walnut Creek, the Boundary Oak Golf Course and experience working with public entities. The overview shall include the name(s) of the firm's principal(s), the firm's associates, and the names of any consultants retained by the firm.
 - A summary of relevant experience including, but not limited to:
 - Design or renovation of golf course clubhouse facilities that included assessment of strengths and limitations of such facilities and recommended remediation;
 - Design or renovation of a large scale food service facility that includes a banquet and/or restaurant operation;
 - Examples of cost effective renovation or re-design approaches used to address constraints of municipal budgets.
 - Resumes for all proposed project personnel highlighting relevant experience, educational credentials, certifications, memberships and affiliations.
3. **References** for a minimum of four similar projects managed within the last ten years, ideally from other public jurisdictions, by the personnel proposed for this engagement. References should identify the client organization, nature and date of the engagement, and the name, title, telephone number, web site, and e-mail address of the contact person for each reference. The references shall include the cost of the project and scope of work

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

accomplished. The list shall include projects that were similar in size and scope to the BOGC project.

4. **Cost proposal** identifying rates and fees for the design services required to complete the project must be submitted. This proposal should identify:
- The nature of all included costs and the specific deliverables;
 - A listing of each major task, the number of hours planned for each task, and hourly rates/fees of all project personnel;
 - A fixed fee for any design services;
 - How the architect proposes to handle charges/fees for materials and production of reports and plans and the basis for these charges/fees;
 - Hourly rates/fees or other costs associated with making presentations to City policy bodies;
 - Whether the architect is willing to perform additional work on a time and materials basis after completion of the project, if such is required, and applicable rates.
5. **Proposed project schedule.** A proposed project schedule identifying all major milestones and deliverables must also be included in the project proposal.

Responses should not exceed **35 pages** in length including all exhibits, attachments and resumes. **An original and five copies** of the proposal **and an electronic (CD) version** of the proposal must be submitted. **Responses must be received by 5:00 p.m. on August 5, 2011** at the address listed below. Fax copies of proposals will not be accepted. Late submittals will not be considered and will be returned unopened. The responses shall be delivered to:

In Person or By Mail:

City of Walnut Creek
Arts, Recreation & Community Services Department
1666 North Main Street, 3rd Floor
Walnut Creek, CA 94596

Attn: Kevin Safine, Assistant Director

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

D. PROJECT TIMELINE (ESTIMATED)

Milestone	Date
Request for Proposal Issued	July 5, 2011
Proposer's Conference Attendance RSVP (see below for details)	July 15, 2011
Proposer's Conference at Boundary Oak Clubhouse: <i>3800 Valley Vista Road, Walnut Creek, CA 94598</i>	July 20, 2011 (morning)
Proposals Due	August 5, 2011
Interviews (if needed)	Week of August 22, 2011
Selection & Completion of Contract Negotiations	September, 2011
Architect Begins Work	September, 2011
Report Due to City	December, 2011

E. PROPOSER'S CONFERENCE

Interested architects are invited to attend a Proposer's Conference the morning of **Wednesday July 20, 2011** at the BOGC Clubhouse (3800 Valley Vista Road, Walnut Creek, CA 94598) to review the project, tour the facility and have questions answered regarding the scope of the project. The specific time will be announced by July 15, 2011. Prospective proposers are asked to contact **Cyndi Hashimoto in the Arts, Recreation and Community Services Department at (925) 943-5848 or hashimoto@walnut-creek.org by 5:00 p.m. on July 15, 2011** to confirm the number of attendees. Proposers should bring those personnel who are needed to ascertain the scope of this project.

Questions related to this RFP will be addressed at the proposer's conference. To assist with dissemination of information, architects seeking responses to their questions are encouraged to submit such questions in writing no later than **5:00 p.m. July 15, 2011**. City responses to all questions will be made in the presence of the attendees at the proposer's conference. Responses to inquiries will be made available later in electronic format.

F. MINIMUM QUALIFICATIONS

- The lead architect must possess a valid license issued by the California Architects Board;
- A minimum of 5 years of experience in golf course clubhouse or large scale food service facility design and renovation; and
- Ability to provide cost effective solutions to enable the City to achieve its goals for the BOGC Clubhouse.

Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011

G. SELECTION PROCESS

A fully responsive Proposal will demonstrate the architect's ability to meet the City's goals and requirements. The overall quality and thoroughness of the Proposal will be evaluated in addition to the Minimum Qualifications noted above. The Proposal will also be evaluated using, but not limited to, the following criteria:

- Completeness, overall organization, and clarity of the response;
- Demonstrated understanding of the City's vision and the requirements of this RFP;
- Relevant qualifications and experience of the respondent and specific team members;
- Direct experience in golf course clubhouse or large scale food service facility design and renovation;
- Satisfaction of previous and current clients related to golf course clubhouse or large scale food service renovations;
- Management approach and ability to work with public agencies, community-based groups, and the public at large;
- Experience working with public agency staff, municipal golf course operators or management companies, and general contractors.
- Experience with golf course clubhouse capital improvement programs; and
- Ability to comply the City's standard agreement requirements.

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

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

H. GENERAL REQUIREMENTS & INFORMATION

1. The cost for preparing the proposal in response to the RFP is solely the responsibility of the architect.
2. A respondent may withdraw and resubmit a proposal prior to the proposal submission deadline. No re-submissions will be allowed after the submission deadline.
3. The selected architect is required to provide a valid City of Walnut Creek business license number prior to contract approval. Please contact the City's Business License Division at (925) 943-5821 or businesslicenses@walnut-creek.org to obtain an application or for additional information.
4. The selected architect will provide independent information and advice to the City of Walnut Creek. The work will provide background information that will inform the scope, cost and scheduling of BOGC capital improvements.
5. Proposals and materials produced by the architect in the course and scope of this engagement shall become property of the City of Walnut Creek once received by the City.
6. Changes to the architect's project personnel shall not be allowed without prior written approval by the City.
7. The City is not responsible for lost or delayed communications, including email transmissions.

I. STANDARD CITY CONSULTANT AGREEMENT

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

J. CONDITIONS OF THIS REQUEST

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

**Boundary Oak Golf Course
Request for Golf Course Clubhouse Architect Proposals
July 5, 2011**

K. QUESTIONS

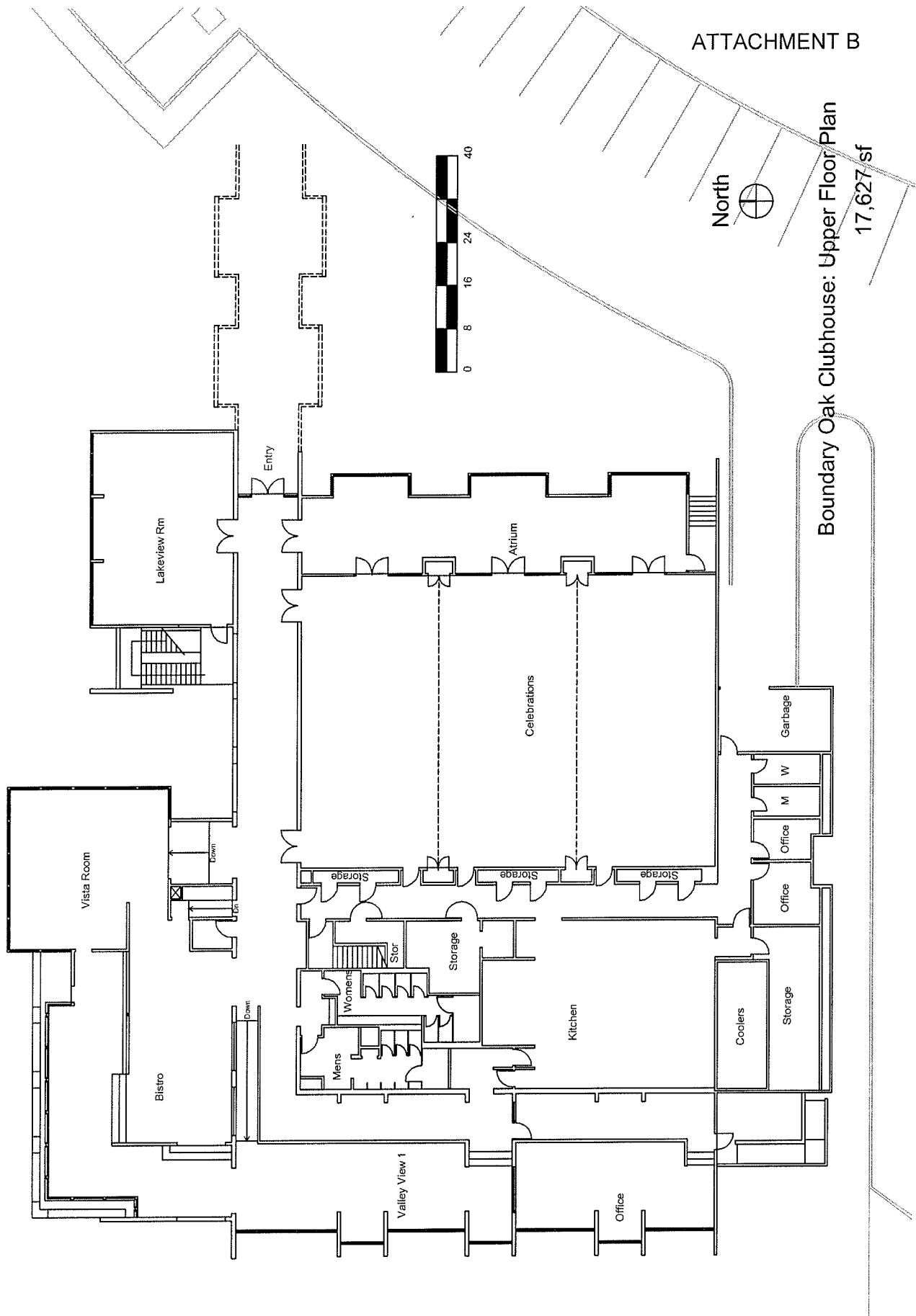
Please direct questions regarding this Request for Proposal to:

Kevin Safine
Assistant Director, Arts, Recreation, Community Services
City of Walnut Creek, Arts, Recreation & Community Services Department
925-256-5848 (voice); 925-256-3502 (fax)
safine@walnut-creek.org

The final date to submit questions is Wednesday July 27, 2011. Responses to all inquiries will be made available later in electronic format.

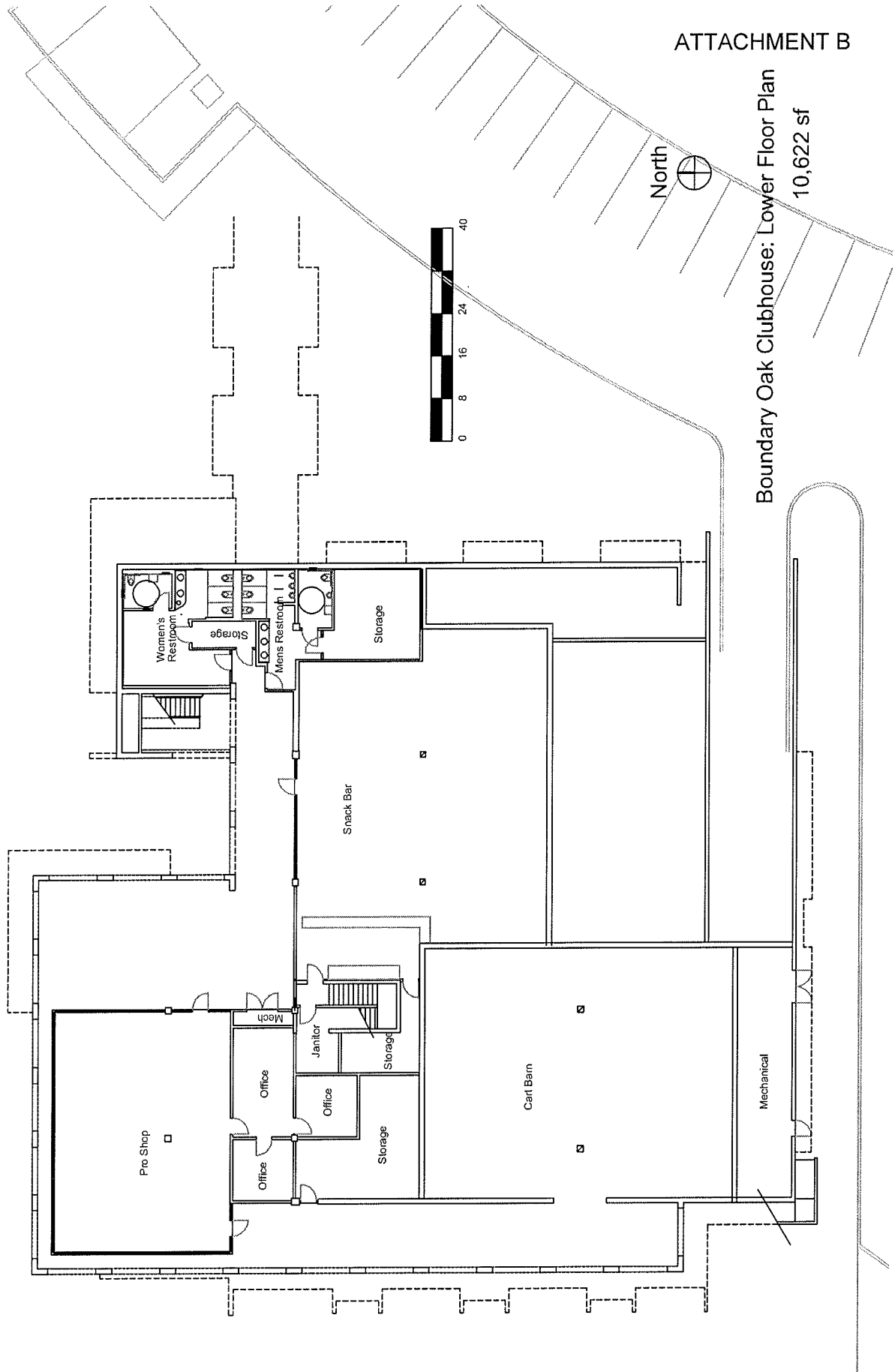
BOUNDARY OAK GOLF COURSE LAYOUT





Boundary Oak Clubhouse: Upper Floor Plan
17,627/sf

ATTACHMENT B



Boundary Oak Clubhouse: Lower Floor Plan
10,622 sf

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Walnut Creek, a Municipal Corporation ("City"), and _____ ("Consultant").

RECITALS

The City desires to contract for the provision of professional services for the _____ Project.

Consultant qualifications have been reviewed and accepted by the City. Consultant desires to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Consultant agree as follows:

AGREEMENT

1. Services. Subject to the terms and conditions set forth in this Agreement ("Agreement"), Consultant shall provide the professional services as described in the attached "Proposal for _____" ("Proposal").
2. Payment.
 - (a) Payment for Professional Services. For and in full consideration of the full and successful performance of the obligations of this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City as full compensation for said services, an amount not to exceed \$_____, and to be based on an accounting of time and materials expended for the entire study. Time and materials shall be billed at the rate set forth in the Proposal. Consultant shall bill City monthly by or before the fifth day of the month. Consultant shall submit invoices in triplicate and addressed to the City. Each bill should include a summation of work performed and work remaining to complete the scope of work. The City shall each month retain ten percent of the total payment not to exceed \$_____, which retention shall be paid to Consultant upon acceptance by the City of the satisfactory Final Report.
 - (b) Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the City and Consultant.
3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by _____. Additional work shall be performed by _____. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time

during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice thereof from the City.

4. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.
5. Subcontracting. Consultant shall not be permitted to subcontract any portion of this Agreement without the express written consent of the City.
6. Independent Contractor. Both parties understand that Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind the City to any obligation whatsoever.
7. Reports. Consultant shall furnish interim reports quarterly as to the progress of the study or upon demand by the City. A Final Report in draft form shall be provided to the City thirty days prior to Agreement termination for review, recommendations and approval by both parties prior to the Consultant furnishing ___ printed copies of the approved final report.
8. Publication. Consultant shall not be authorized to copyright the final report, any papers, interim reports, forms, or other material that is a part of the work under the Agreement, without the written approval from the City.
9. Project Inspection. The City may review and inspect the Consultant's activities during the progress of the program.
10. Accounting Records. The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed hereunder, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.
11. Ownership of Data. All data, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the City.
12. Termination. City may terminate this Agreement at any time for any reason upon _____ days written notice to the Consultant. Upon receipt of such notice and if requested

to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of said stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

13. Amendment. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the approval of the City shall be valid unless made in writing, signed by the parties hereto.
14. Non-Solicitation Clause. The Consultant warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working solely for the consultant, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage free, gift, or contingent fee.
15. Indemnification. Consultant shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement, except for loss or damage which was caused by the willful misconduct or sole negligence of the City.
16. Insurance. Consultant shall procure and maintain at its sole cost for the duration of this agreement the following insurance:
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and omissions liability insurance appropriate to Consultant's profession.
 - (b) Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:

- (1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
 - (4) Errors and Omissions Liability: \$1,000,000 per claim and annual aggregate
- (c) Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
- (1) General Liability and Automobile Liability Coverage.
 - a. The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
 - b. Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
 - d. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.
- (3) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by mail has been given to the City.
- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
- (f) Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.
17. Safety and Accidents. Consultant shall comply with all laws and industrial safety standards. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City's Risk Manager by telephone.
18. Ownership of Documents. All documents of any type developed or obtained by Consultant in the performance of this Agreement shall be deemed to be the property of the City.
19. Notice. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

CITY:

City of Walnut Creek

1666 North Main Street
Walnut Creek, CA 94596

CONSULTANT:

20. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign or otherwise transfer this Agreement or the rights or obligations hereunder without the prior written consent of the City.
21. Qualifications. Consultant represents that it and its employees are fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall maintain, all licenses, permits, qualifications and approvals of any nature which are required for Consultant to practice Consultant's profession.
22. Time of Performance. The time of performance of the services under this agreement is important to the City, and all time deadlines identified in the Project Schedule shall be strictly construed.
23. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. All products which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Consultant's profession. The City shall be the sole judge as to whether the product of the Consultant is satisfactory.
24. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.
25. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.
26. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

ATTACHMENT C

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2011.

CONSULTANT

CITY OF WALNUT CREEK

By: _____, Principal

By: _____
Ken Nordhoff, City Manager

Recommended by:

I HEREBY APPROVE THIS EXPENDITURE AND CERTIFY THAT FUNDS ARE AVAILABLE FOR PAYMENT.

By: _____
Finance Officer

Reviewed by: _____
City Attorney

ADDENDUM 1

City of Walnut Creek BOUNDARY OAK GOLF COURSE REQUEST FOR GOLF COURSE CLUBHOUSE ARCHITECT PROPOSALS

The City of Walnut Creek, California (City) is issuing this first addendum to the Request for Golf Course Clubhouse Architect Proposals (RFP).

The City remains committed to the planning for renovations of the Boundary Oak Golf Course as outlined in the RFP dated July 5, 2011. To ensure a smooth proposal process and to encourage the highest quality work product, the RFP has been amended.

Please note that the Proposal Content and Submission Requirements, as described in Section C on pages 5-6 of the RFP, has been modified such that the City is seeking only statements of qualifications at this time. **Requirements to submit cost proposals and proposed project schedules have been eliminated.** The City will review all statements of qualifications, consistent with the terms of the revised RFP, and identify the more qualified architects to continue in the selection process. When the City identifies the architect most qualified to meet the City's needs for this project, cost proposals and proposed project schedules will be identified through discussions between the City and that architect.

Interested architects should submit a proposal consistent with the terms of the RFP, with the following exceptions (deleted text is shown as ~~striketrough~~).

Page 5, SECTION C: PROPOSAL CONTENT & SUBMISSION REQUIREMENTS

To be considered in the selection process, the qualified architect should organize the Proposal as follows:

1. **Transmittal Letter** expressing the respondent's interest and qualifications. The letter must contain the signature of the individual who is authorized to bind the architect/firm to the terms of the Proposal, a statement that the response is valid for 180 days, and a statement disclosing any past or ongoing potential conflicts of interest the consultant may have as a result of performing the requested work.
2. **Respondent Profile**, which includes:
 - The respondent's name, address, telephone numbers, web site, and e-mail address;
 - A brief overview of the firm, including any knowledge of Walnut Creek, the Boundary Oak Golf Course and experience working with public entities. The overview shall include the name(s) of the firm's principal(s), the firm's associates, and the names of any consultants retained by the firm.

- A summary of relevant experience including, but not limited to:
 - Design or renovation of golf course clubhouse facilities that included assessment of strengths and limitations of such facilities and recommended remediation;
 - Design or renovation of a large scale food service facility that includes a banquet and/or restaurant operation;
 - Examples of cost effective renovation or re-design approaches used to address constraints of municipal budgets.
 - Resumes for all proposed project personnel highlighting relevant experience, educational credentials, certifications, memberships and affiliations.
3. **References** for a minimum of four similar projects managed within the last ten years, ideally from other public jurisdictions, by the personnel proposed for this engagement. References should identify the client organization, nature and date of the engagement, and the name, title, telephone number, web site, and e-mail address of the contact person for each reference. The references shall include the cost of the project and scope of work accomplished. The list shall include projects that were similar in size and scope to the BOGC project.
4. ~~**Cost proposal** identifying rates and fees for the design services required to complete the project must be submitted. This proposal should identify:~~
- ~~The nature of all included costs and the specific deliverables;~~
 - ~~A listing of each major task, the number of hours planned for each task, and hourly rates/fees of all project personnel;~~
 - ~~A fixed fee for any design services;~~
 - ~~How the architect proposes to handle charges/fees for materials and production of reports and plans and the basis for these charges/fees;~~
 - ~~Hourly rates/fees or other costs associated with making presentations to City policy bodies;~~
 - ~~Whether the architect is willing to perform additional work on a time and materials basis after completion of the project, if such is required, and applicable rates.~~
5. ~~**Proposed project schedule.** A proposed project schedule identifying all major milestones and deliverables must also be included in the project proposal.~~

Responses should not exceed **35 pages** in length including all exhibits, attachments and resumes. **An original and five copies** of the proposal **and an electronic (CD) version** of the proposal must be submitted. **Responses must be received by 5:00 p.m. on August 5, 2011** at the address listed below. Fax copies of proposals will not be accepted. Late submittals will not be considered and will be returned unopened. The responses shall be delivered to:

In Person or By Mail:

City of Walnut Creek
Arts, Recreation & Community Services Department
1666 North Main Street, 3rd Floor
Walnut Creek, CA 94596

Attn: Kevin Safine, Assistant Director

Date issued: July 25, 2011

By: Barry Gordon, Arts, Recreation and Community Services Department Director

END OF ADDENDUM 1