

**REQUEST FOR PROPOSAL  
CONSULTANT SERVICES  
GOLF COURSE AND OPEN SPACE VISION PLAN**

**I. INTRODUCTION**

The City of Mission Viejo is requesting proposals from qualified consultants to analyze renovation and reuse potential of the City-owned golf course with the primary goal to improve the long-term financial and environmental stability of the golf course. The consultant will prepare a Vision Plan document with goals, concept plans, and illustrative exhibits related to the enhancement of the golf course and open space areas. The City anticipates continuation of an 18-hole golf course as the primary use of the site. However, the course may be reconfigured to both maximize usability and realize course efficiencies (i.e., length/width of individual fairways, etc.) that may also accommodate hospitality and additional recreational uses that complement the golf course.

The golf course was purchased by the City of Mission Viejo in October 2019. The golf course was first open to the public in 1971 as part of an integrated master plan community built by the Mission Viejo Company. The course is located at 27601 Casta del Sol, east of Marguerite Parkway. The improved golf course facility, located north of the Casta del Sol roadway, comprises approximately 69 acres and is identified as assessor parcel number 808-36-122. An additional, undeveloped open space parcel is located south of the Casta del Sol roadway. This parcel comprises approximately 35 acres and is identified as assessor parcel numbers 808-720-07 through 12 and 808-132-16. In total the golf course and open space parcels comprise 104 acres with a Recreation/Open Space General Plan land use designation and Recreation zoning district. The Vision Plan should also consider potential future use of an approximately 5-acre City-owned site located adjacent to the 35-acre open space parcel, to the west, that is zoned for recreational and residential uses. This undeveloped site is a portion of, and located southeast of the existing City-owned Marguerite Recreation Center including the Nadadores, Tennis, and YMCA facilities. An aerial location map is provided as Exhibit 2.

The golf course property is improved with: an 18-hole, par-60 executive-length course; a 6,000-square-foot, single-story clubhouse facility with bar, restaurant, outdoor patio area, pro shop, offices, and restrooms; a practice putting green located in front of the clubhouse; a 142-space surface parking lot; and golf maintenance and cart storage facilities located west and downhill from the clubhouse facility. The undeveloped parcel comprises natural open space that is traversed north to south by Oso Creek, with informal unpaved trails throughout. Immediately west of the open space parcel lies the Marguerite Recreation Center with both the City-owned and operated Marguerite Tennis Pavilion and the City-owned Marguerite Aquatics Complex, home of the Mission Viejo Nadadores swim and dive teams. (The above-referenced 5-acre undeveloped site is a portion of the Marguerite Recreation Center property.)

As part of the City's due diligence prior to purchasing the golf course property and open space parcel, a Preliminary Feasibility Analysis report was prepared for the City by NGF Consulting in August 2019. The feasibility report is available for review on the City's website, at the following URL: <https://cityofmissionviejo.org/document-center/community-development/golf-course-feasibility-analysis>. ALTA surveys and conceptual golf course alternative layout studies have been prepared and will be available to the selected consultant. A Core Area Vision Plan,

approved by the City Council in March 2017, will also be provided that envisions future use of the City's Core Area, primarily the privately-owned properties in the vicinity of the intersection of Marguerite Parkway and La Paz Road, located approximately 1.3 miles south of the golf course and open space parcels. In addition, the City works with a business attraction and marketing consultant, Retail Strategies, who will collaborate with City staff and the selected consultant on the Vision Plan effort. However, all scope of work items, listed below, shall be the responsibility of the selected consultant, and not rely on or defer to Retail Strategies.

## **II. SCOPE OF WORK TO BE PERFORMED**

The following describes the work tasks, methodologies, and products to be undertaken for the preparation of a Vision Plan for the golf course and open space parcels. It is assumed that all work products will be submitted to the City in both electronic and hard-copy formats.

### **1.0 BASELINE ANALYSIS**

#### ***Task 1.1 KICK-OFF MEETING***

Introduce and identify the roles of consultant and City team staff; confirm/establish the project schedule; and discuss City team's understanding of the critical issues affecting future use of the golf course and open space parcels, including renovation of the current facilities, potential additional hospitality uses to enhance and support the golf course operations, scale of development, physical form and character, circulation and infrastructure improvements, including Oso Creek and related trail, fit/relationship of development to surrounding uses, and other relevant factors. Existing conditions/issues that could serve as potential obstacles to the area's successful renovation and enhancement will be discussed.

#### **Deliverable:**

- *Meeting agenda*

#### ***Task 1.2 DATA COLLECTION AND EVALUATION***

Collect and evaluate available data and documentation to establish background and existing conditions for the project area, primarily as supplied by the City, which may include the following: assessor parcel maps; site boundary and ALTA survey; existing General Plan designations, zoning districts and related development standards; topography; aerial photography; surrounding land uses; street improvement plans; other circulation and infrastructure plans; and GIS base map and applicable GIS layers and attributes.

#### ***Task 1.3 RECONNAISSANCE***

A field tour of the golf course and open space parcels will be conducted with consultant and City staff representatives, to observe the existing: golf course facilities and related operations; open space features, topographical, biological, and landscape characteristics; parking and circulation characteristics; infrastructure conditions; mobility characteristics; other site features; and project area relationship to adjoining areas. The survey will facilitate the Consultant's understanding of the City staff perspectives of key planning issues and opportunities. The field tour could immediately follow the Kick-off meeting.

Deliverable:

- *Data and existing conditions findings and objectives memorandum, to be shared at Economic Development Committee meeting.*

**Task 1.4      *ECONOMIC DEVELOPMENT COMMITTEE***

A study session will be conducted with the Economic Development Committee to review preliminary project objectives and work program, and to provide an opportunity for Committee input.

**2.0      FRAMEWORK FOR VISIONING**

***Task 2.1 MARKET ANALYSIS***

Consultant (or sub-consultant) will conduct a market analysis for renovation and potential enhancement of the subject property with hospitality-related functions including hotel, restaurant, and other guest-serving uses that are ancillary to and complement the golf course operations. In addition, the market study will explore increased recreational opportunities. The study will identify market trends including unmet demand and excess supply of specific hospitality uses (hotel, restaurant, event center, etc.) and recreational opportunities and would accordingly recommend strategies to improve the economic function of the property. Relocation and/or expansion of some Marguerite Recreation Center uses (tennis, YMCA, swimming/dive) should be considered as a potential option. In addition to hotel use, other short-term occupancy options, such as temporary athlete accommodations, should be considered. All options considered should include continuation of an 18-hole golf course as primary use of the property, with other land uses as supporting and complementary to the golf course. It is expected that Market Analysis tasks will be completed by an expert in the fields of economic development and commercial market demand.

Deliverable:

- *Market Analysis Report*

***Task 2.2 COMMUNITY OUTREACH***

Consultant (or sub-consultant) will coordinate outreach efforts to solicit public input regarding the golf course operations and potential future opportunities for the site, including renovation, infrastructure improvements, relationship to surrounding uses, and other relevant factors. Outreach will target City residents, surrounding property owners, golf course patrons, business owners, members of the development community, and other interested parties. Outreach efforts may include charettes, stakeholder interviews, public workshops, social media and other internet strategies, and presence (staffed information table) at already-planned community events. It is expected that this work item will be completed by an expert in the field public relations.

Deliverable:

- *Memorandum/report summarizing, analyzing, and prioritizing stakeholder and public input.*

***Task 2.3 COMPARABLES STUDY***

Using aerial photographs, concept plans, and images, a comparable study of (a minimum of

three) similar project areas and developments will be prepared that reflect the current trends and scale of development appropriate to the City of Mission Viejo and the subject property. The study will identify typical characteristics with regard to the following: site features, land uses; building/product types; development intensity; parking; relationship to parks and natural features, and analysis of the comparable development's successes and failures. The consultant will prepare a Comparables Study report, and a PowerPoint presentation for use at workshops and meetings.

Deliverable:

- *Comparables study report, with analysis, plans, photos and exhibits, as well as a PowerPoint presentation.*

***Task 2.4 STUDY SESSION – CITY COUNCIL AND PLANNING & TRANSPORTATION COMMISSION***

The results of the market study, community outreach, and the Comparables study will be presented at both a regularly scheduled Planning and Transportation Commission and a regularly scheduled City Council meeting, with opportunity for input prior to consultant team completion of the draft Vision Plan.

Deliverables:

- *Meeting agenda;*
- *PowerPoint presentation*

**3.0 VISION PLAN**

***Task 3.1 PREPARE DRAFT VISION PLAN AND ILLUSTRATIVE***

Based on meetings with the project stakeholders, other members of the public, City staff, the Economic Development Committee, and both City Council and the Planning and Transportation Commission, Consultant will prepare a Vision Plan. The Vision Plan will include guiding principles, goals, and objectives that articulate the area's future development potential including renovation, land use, density, physical form and character, public spaces, mobility, relationship to natural features, and connectivity/relationship to the surrounding area.

Vision Plan illustrative exhibits, which may include renderings, photo simulations, and other graphic exhibits, will be prepared that depict the Vision Plan guiding principles and future development potential. Graphic exhibits shall be included in the Vision Plan document and as stand-alone, large-format exhibits.

Deliverables:

- *Draft Vision Plan document;*
- *Draft Vision Plan illustrative (large-format exhibits)*

***Task 3.2 PUBLIC HEARINGS***

Members of the Consultant team will participate in public hearings with both the Planning and Transportation Commission and City Council for the Vision Plan document, including

presentation (with PowerPoint) and responses to comments and questions. On adoption/approval, consultant will incorporate changes approved by the City Council into a final Vision Plan document and illustrative exhibit.

Deliverables:

- *PowerPoint presentation;*
- *Final Vision Plan document;*
- *Final Vision Plan illustrative*

### **III. QUALIFICATIONS**

Consultant shall include the firm's qualifications and experience in preparing Vision or similar conceptual "Place-making" Plans and similar planning study efforts including, but not limited to: site reconnaissance; establishment of baseline/existing conditions; market analysis including market trends, unmet demand and excess supply; community outreach and public workshop facilitation; land-use, urban design, and mobility concept studies, and; illustrative drawing preparation.

### **IV. FORMAT FOR PROPOSALS**

Consultant shall provide the following information:

1. Letter of transmittal signed by an individual authorized to bind the proposing entity.
2. General information about the Consultant (i.e., qualifications, company size, location of office(s), years in business, organization chart, number and position titles of staff).
3. Qualifications of staff proposed for the assignment.
4. Detailed description of the Consultant's understanding of the City's needs and a detailed plan demonstrating how the Consultant will satisfy these needs.
5. Description of the services the Consultant proposes to provide.
6. A detailed, not-to-exceed contract amount for completing the project, with costs broken-out as a lump sum for each task.

Consultant submitting a proposal that includes the use of subconsultants shall provide the information identified above for each subconsultant.

### **V. ADDENDA**

If any person contemplating submitting a proposal for the preparation of a Golf Course and Open Space Vision Plan is in doubt as to the true meaning of any part of this Request for Proposal, that person may submit to the City's Director of Community Development a written request for an interpretation or correction.

Any interpretation or correction of the specifications will be made only by addendum issued by the City's Director of Community Development. Copies of addenda will be mailed or delivered to those persons who have received an RFP.

### **VI. EVALUATION PROCESS AND SELECTION CRITERIA**

Evaluation of the proposals will be based upon a competitive selection process. It will not,

however, be limited to compensation alone. The City staff will review all statements of proposals received by the stated deadline. The candidates will be evaluated on the following criteria:

1. Experience with similar projects and work efforts.
2. Ability to understand and perform the Scope of Work efficiently and in accordance with the requirements of City and State regulations.
3. Cost to perform the required service as stated in the Scope of Work.
4. Oral and written communication abilities.
5. References.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the Consultant on previous contacts to disqualify any Consultant.

The City reserves the right to reject any or all proposals, or to request and obtain, from one or more consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria. Upon completion of the evaluation phase, City staff will select the consultant(s), for interview and/or negotiation, whose proposal and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms responding to this RFP.

The selected consultant will be required to enter into a “Consulting Services Agreement” for the consultant services with the City. The Agreement will include a detailed scope of work and payment of services schedule. The City of Mission Viejo City Council is the authorizing entity to issue a contract award to the top-ranked consultant. Upon receipt of the executed Agreement, it will be submitted to the City Council for approval.

## **VII. SPECIFICATIONS NOT CONTRACTUAL**

Nothing contained in this Request for Proposal shall create any contractual relationship between the Consultant and the City. The City accepts no financial responsibility for costs incurred by any Consultant regarding this RFP.

## **VIII. PROOF OF AUTHORITY**

If the Consultant is a corporation, formal proof of the authority of the officer signing the proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution, or minutes or letter may be adequate proof.

## **IX. RESERVATIONS**

The City reserves the right to reject any and all proposals, and to waive any nonconformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

**X. CLIENT REFERENCES**

Consultant shall submit three references. The references shall identify the client, a contact name, telephone number, description of the service provided, and the location where the service was performed.

**XI. INSTRUCTIONS AND QUESTIONS**

City representative from whom the Consultant will receive instructions:

Larry Longenecker  
Planning and Economic Development Manager  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
(949) 470-3024  
llongenecker@cityofmissionviejo.org

Questions regarding this Request for Proposal should be directed to Larry Longenecker at the above phone number. Do not contact any other City employee, City official or City Consultant or Contractor regarding this RFP.

**XII. WITHDRAWAL OF PROPOSAL**

Consultant may withdraw its proposal, either personally or by telegraphic or written request. They should, however, do this prior to the time set for the opening of proposals.

**XIII. FIRM COMMITMENT OF AVAILABILITY OF SERVICE**

The City shall have two months from the date required for submission of all proposals within which to evaluate the proposals received and to decide which proposal, if any, to accept. During such period, the Consultant shall remain ready, willing, and able to begin work as set forth in the proposal if accepted by the Council.

**XIV. INDEPENDENT CONTRACTOR**

The Consultant is as to the City a wholly independent contractor. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City.

**XV. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including, but not limited to, those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its planning consultant services. The Consultant shall at all times observe and comply with all such laws and regulations.

**XVI. CONSULTANT’S ACCOUNTING RECORDS**

Records of Consultant’s direct personnel, contractors, and reimbursable expenses pertaining to the work and records of accounts between City and Consultant shall be kept on a generally recognized standard accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

**XVII. LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS**

Please refer to the City Insurance Requirements attached to this RFP (Exhibit A).

**XVIII. TERM**

The term for the agreement is anticipated to be a maximum 9 months, with final schedule to be negotiated with selected Consultant. The agreement will have a 30-day termination clause.

**XIX. OWNERSHIP OF DOCUMENTS/DRAWINGS**

All original drawings, plans, designs, reports, notes, calculations, maps, and other documents developed during the course of Consultant providing the contracted services shall be the property of the City and shall be provided by Consultant to City upon their completion, including all original documents in digital and hard-copy versions. Documents may be used by City as it determines appropriate.

**XX. SCHEDULE OF EVENTS\*\***

The anticipated schedule of events is as follows:

Distribute RFP to Consultants (via email):	March 23, 2020
<b>Receipt of Proposal back to City:</b>	<b>4:00 P.M., Wednesday, May 6, 2020</b>
Consultant Interviews/Negotiations:	TBD - May
Consultant Selection at City Council meeting:	TBD- 2nd and 4th Tuesdays
Start of Services:	TBD- June/early July

**\*\* This schedule may be modified for any reason, including City operations as a result of the ongoing COVID-19 pandemic.**



## **XXI. PROPOSAL SUBMISSION**

Proposals (5 hard-copies and digital submission) must be received by the City no later than:

- **4:00 P.M. – Wednesday, May 6, 2020**
- **No faxed copies**
- **Mark envelopes containing proposal: “RFP - Consultant Services for Golf Course and Open Space Vision Plan”**
- **Email to: [llongenecker@cityofmissionviejo.org](mailto:llongenecker@cityofmissionviejo.org)**

### **Address all proposals to:**

Larry Longenecker, AICP  
Planning and Economic Development Manager  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691

### **Attachment:**

Exhibit A, Insurance Requirements  
Exhibit B, Golf Course and Open Space Area Map

## EXHIBIT A

### ***INSURANCE REQUIREMENTS***

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein and obtain approval of such coverages by the City before any work is performed pursuant to this Agreement.

**Commercial General Liability Insurance.** Consultant shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01. Consultant shall provide the following coverage: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability in an amount not less than one million dollars (**\$1,000,000.00**) per occurrence for all coverages and two million dollars (**\$2,000,000.00**) general aggregate for bodily injury, personal injury, and property damage. This policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

**Business Auto Liability Insurance.** Consultant shall obtain and furnish to City a business auto liability policy covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (**\$1,000,000**) combined single limit for each occurrence and in the aggregate. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent.

**Workers' Compensation/Employer's Liability.** Consultant acknowledges awareness of Section 3700 *et seq.* of the *California Labor Code*, which requires every employer to be insured against liability for workers' compensation. Consultant covenants that it shall comply with such provisions prior to commencement of this Agreement. Consultant shall obtain and furnish to City workers' compensation insurance per statutory limits and employer's liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease. Consultant shall require all sub-consultants/subcontractors to provide such workers' compensation and employer's liability insurance for all of sub-consultants' and subcontractors' employees. Consultant shall furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Consultant shall similarly require all sub-consultants and subcontractors to waive subrogation. If Consultant is a sole ownership/proprietorship and does not have any employees, Consultant shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

**Professional Liability Insurance/Errors and Omissions.** Consultant shall obtain and furnish to City a professional liability policy covering the work performed under this Agreement.

This policy shall provide coverage in an amount not less than one million dollars **(\$1,000,000)** per occurrence or per claim and two million dollars **(\$2,000,000)** in the aggregate. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacement).
- B. Consultant shall notify City of circumstances or incidents that might give rise to future claims.

**Consultant and City further agree as follows:**

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver or limitation of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to be enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby irrevocably waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications without approval of the City prior to the execution of this Agreement and a separate writing that specifies the terms, conditions, duties, and obligations of the subject self-insurance program.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to

obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.

9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) to Consultant's general liability policy using ISO forms CG 20 10 and CG 20 37, or similar form(s) as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City. The City may require evidence of financial security if deductibles or self-insured retentions are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all sub-consultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed by said sub-consultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage to ensure that such coverage is provided as required herein. Consultant agrees to require that no contract used by any sub-consultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with sub-consultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreements will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

# EXHIBIT B

## *Golf Course and Open Space Property Location Map*

