



Lesher Center
FOR THE **Arts**

RFP # 2025-001-LCA

City of Walnut Creek
Lesher Center for the Arts

**Request for Proposals for
Beverage and Miscellaneous Food Concession**

DATE ISSUED: August 25, 2025

DATE DUE: September 15, 2025, by 5:00pm PST

CONTACT: Carolyn Jackson, Lesher Center General Manager
jackson@lesherartscenter.org

ALL RESPONSES MUST BE SUBMITTED VIA EMAIL

The City of Walnut Creek (City) is soliciting proposals from qualified candidates (each a “respondent” or “proposer”) to serve as the Concessionaire for the beverage and miscellaneous food service concession for the Leshar Center for the Arts, 1601 Civic Drive, Walnut Creek, California.

Proposals are due to the City of Walnut Creek’s Leshar Center for the Arts no later than 5:00 p.m. PST on September 15, 2025; only electronic versions will be accepted.

A. BACKGROUND

The City of Walnut Creek, located in the east San Francisco Bay Area, is a city of approximately 70,000 residents and is a retail, cultural, and recreational destination for people throughout the Bay Area. The City owns and operates the Leshar Center for the Arts, consisting of three theaters and a visual art gallery. Approximately 800 events are held each year in the Center.

B. SCOPE OF SERVICES

City will grant to the selected Concessionaire the exclusive right to sell alcoholic and non-alcoholic beverages and miscellaneous food items for consumption in the Leshar Center for the Arts during the term of a Concessionaire Agreement to be executed with the City. Concessionaire will provide beverages and miscellaneous food items for events in the Center during the hours required by the Leshar Center General Manager.

Concessionaire will also provide the sale of alcoholic and non-alcoholic beverages and miscellaneous food items for consumption in the Center during rental events by private parties where private receptions are requested as a part of said rental event.

Refer to the Beverage and Miscellaneous Food Concession Agreement, including Attachment C “Operational Guidelines”, for further details on the scope of work.

C. PROPOSAL CONTENT & SUBMISSION REQUIREMENTS

Responses shall not exceed 10 pages in length including all exhibits or attachments. Only electronic versions, via email, of the proposal will be accepted. Responses must be actually received no later than 5:00 p.m. PST on September 15, 2025, at jackson@lesherartscenter.org. Late submittals will not be considered regardless of when they were sent.

The proposals must highlight the Respondent’s expertise in the areas listed in the Scope of Services, and must include all of the following:

1. Executive Summary

A brief narrative on the Respondent’s qualifications for the job and why their team best meets the City’s needs.

2. Fee Proposal

- a. Define the initial proposed monthly rental fee to be paid by Concessionaire to the City (refer to the Beverage and Miscellaneous Food Concession Agreement section 7.a)
- b. Define the initial proposed selling price for items listed in Beverage and Miscellaneous Food Concession Agreement Attachment A
- c. For private reception services, provide current pricing list for:

- i. Bar set up fees
 - ii. Beverage service packages, including beer, wine, and cocktail options
 - iii. Labor fees for bar service
 - iv. Any other relevant bar service fees
- d. If Concessionaire also provides services as a caterer, provide current pricing list for:
- i. A sample of appetizers
 - ii. Labor fees for buffet style service
 - iii. Labor fees for passed appetizers service
 - iv. Any other relevant catering fees

3. Related Experience

Describe recent, directly related experience. Include the name of the client, description of the project, services you provided, the name of your project lead and dates of the project. At least three reference projects should be included. For each reference indicate the reference name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.

4. Ability to Meet Contract Requirements

The City will utilize a Beverage and Miscellaneous Food Concession Agreement for these services. A copy of the agreement is attached. The Respondent shall provide a statement of its ability to sign the agreement as presented and meet the City’s insurance requirements. If Respondent is unable to meet these requirements, it shall provide its reasons why.

Electronic versions of the proposal packet must be received by the Lesher Center no later than 5:00 p.m. PST on September 15, 2025 at jackson@lesherartscenter.org.

D. PROJECT TIMELINE

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

Milestone	Date
Request for Proposals Issued	August 25, 2025
Final Date to Submit Questions about this RFP	September 2, 2025
City Issues Written Response to Questions	September 5, 2025
Proposals Due	September 15, 2025 by 5pm
Interviews (tentative, as needed)	September 24, 2025
Selection of Respondent Candidates	October 1, 2025
Completion of Contract Negotiations	October 17, 2025
City Council Approval of Contract	November 2025
Successful Respondent Candidate Begins Work	January 2026

E. SELECTION PROCESS

The City will review all proposals received by the deadline, evaluate proposals that are deemed to be responsive, identify a short list of proposers to interview, and conduct interviews, if necessary. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification

with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. The City reserves the right to conduct or not conduct interviews and to request additional information before or after interviews. The City may select a proposer and award a contract with or without interviews.

The City will enter into contract negotiations with the selected proposer whose understanding of the City's goals, qualifications, experience, proposal content and quality, proposed approach and work plan, availability, references, and other factors best meet the City's needs. The City's ultimate acceptance of any proposal and its negotiation and execution of any contract will be based on a determination of the best overall value for the City. If it is not possible to negotiate a satisfactory agreement with the City's first choice, the City may negotiate with another proposer. The selection of a proposer and award of a contract shall be at the sole discretion of the City and subject to approval by the appropriate official/legislative body.

F. SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Ability to perform the scope of services (maximum points available: 30)
- Related past experience (maximum points available: 30)
- Proposed fees (maximum points available: 30)
- Ability to meet contract and insurance requirements (maximum points available: 10)

G. BEVERAGE AND MISCELLANEOUS FOOD CONCESSIONAIRE AGREEMENT

An agreement will be negotiated and executed with the selected firm. The City's Beverage and Miscellaneous Food Concession Agreement is provided as Attachment 1. Please review this document and state in the proposal any changes or objections to the terms of the agreement. Please be advised, however, by submitting a proposal, the proposer agrees that it is prepared to meet all of the terms of the City's Agreement and provide the required insurance. All work performed, all charges billed by the selected firm, and all insurance and other requirements will be in accordance with the terms of the agreement if and once awarded. The selected proposer is required to provide a valid City of Walnut Creek business license number prior to contract approval.

H. GENERAL REQUIREMENTS & INFORMATION

Collusion

By submitting a response to the RFP, each Respondent represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Respondent has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Respondent has not in any manner colluded to secure any improper advantage over any other person submitting a response.

Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.

Required Review and Waiver of Objections by Vendor

Respondents should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City as a part of the proposal submission.

Proposal Withdrawal

To withdraw a proposal, the Respondent must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Respondent may submit another proposal at any time up to the deadline for submitting proposals.

Proposal Errors

Respondents are liable for all errors or omissions contained in their proposals. Respondents will not be allowed to alter proposal documents once submitted to the City.

Incorrect Proposal Information

If the City determines that a Respondent has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected at the City’s sole discretion.

Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve Respondent’s key staff. Respondent’s staff may be subject to the City’s background and drug testing processes at any time.

Proposal of Additional Services

If a Respondent indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

Licensure

Before a contract pursuant to this RFP is signed, the Respondent must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all Respondents to submit evidence of proper licensure.

Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Respondent certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an officer, agent, employee, subcontractor, or Respondent to the vendor in connection with the procurement under this RFP.

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

Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Respondents. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked Respondent or reject all proposals and reissue the RFP.

Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Respondents may not restrict the rights of the City or otherwise qualify their proposals. If a Respondent does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

Disclosure of Proposal Contents

All documentation and/or materials submitted with a proposal shall remain the property of the City, treated as a public record, and will not be deemed confidential or proprietary. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure as proprietary material or trade secret, it is incumbent upon the proposer to clearly identify those portions as proprietary or trade secret by marking the top of each sheet of the submittal with the following legend:

“CONFIDENTIAL INFORMATION”

Please note that although the California Public Records Act recognizes certain confidential proprietary/trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret or proprietary. If a request is made for information marked trade secret or proprietary, and a requester takes legal action seeking release of the materials it believes does not constitute proprietary or trade secret information, by submitting a proposal in response to this RFP, a proposer agrees to indemnify, defend and hold harmless the City, its officials, representatives, agents, and employees, from any judgment, fines, penalties, and award of attorneys’ fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the conclusion of the RFP or City’s award of a contract if any.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals once submitted to the City unless such is formally requested, in writing, by the City.

Respondent Participation

The City reserves the right to share with any Respondent of its choosing this RFP and proposal responses in order to secure a second option. The City may also invite said Respondent to participate in the Proposal Evaluation process.

Warranty

The selected Respondent will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

Rights of the City

The City reserves the right to:

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

I. ADDITIONAL CONDITIONS

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

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

The City and the final selected firm may agree to add additional work to the scope of services by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis. The City reserves the right to reject any proposals based upon the proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet milestones or

other contractual failures. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any proposer.

J. QUESTIONS

Please direct questions regarding this Request for Proposal to: Carolyn Jackson, Lesher Center General Manager, jackson@lesherartscenter.org.

All questions on this Request for Proposal must be submitted by email no later than 5:00 p.m. on September 2, 2025.



**BEVERAGE AND MISCELLANEOUS FOOD ITEMS
CONCESSION AGREEMENT
LESHAR CENTER FOR THE ARTS
XXXXXX**

This Concession Agreement for Leshar Center (“Agreement”) is entered into between the City of Walnut Creek (“City”) and [REDACTED] (“Concessionaire”), effective as of _____ (“Effective Date”). City and Concessionaire are sometimes individually referred to as a “party” and collectively referred to as “parties”.

The parties agree as follows:

1. Availability of Service.

Concessionaire agrees that it will provide beverages and miscellaneous food items for all events in the Center during the hours required by the Leshar Center General Manager (the “Center Manager”), except when by the written consent of the General Manager the Concessionaire is excused from service. Refer to Attachment C for Operational Guidelines.

2. Rights of Concessionaire

a. Bar and Food Service During Performances and Events.

City grants to Concessionaire the exclusive right to sell alcoholic and non-alcoholic beverages and miscellaneous food items for consumption in the Leshar Center for the Arts ("Center") during the term of this Agreement.

b. Bar and Food Service for Private Receptions.

Concessionaire agrees to provide the sale of alcoholic and non-alcoholic beverages and miscellaneous food items for consumption in the Center during rental events by private parties where private receptions are requested as a part of said rental event. The City agrees to pay Concessionaire an amount as set forth in Section 7 below. The level of service provided by Concessionaire pursuant to this subsection shall conform with the terms of this Agreement.

c. City Activities Not Prohibited.

Nothing in this Agreement shall be deemed to prohibit the City or its permit holders: (a) from serving beverages and miscellaneous food items of any kind in the Center as long as the beverages and items are not sold; (b) from the City entering into an agreement or agreements with other caterers to provide catering and banquet services (including beverages and miscellaneous food items) for private parties or receptions in the Center; or (c) from selling non-alcoholic beverages or miscellaneous food items at the Center.

3. Term.
The term of this Agreement is from XXXXXXXXX through XXXXXXXXX (“Initial Term”), which may be extended for one (1) additional five (5)-year term, if negotiated and agreed upon by the parties pursuant to Section 5 below (the “Extension Term”) (together with the Initial Term, “Term”).
4. Good Faith Negotiations. The City and the Concessionaire shall negotiate diligently and in good faith, during the Exclusive Negotiating Period described in Section 5, the Extension Term upon such terms and conditions as the parties may mutually agree upon.
5. Exclusive Negotiating Period; Termination. The negotiating period under this Agreement shall commence not later than three (3) months prior to the termination of the Initial Term. Either party may give written notice to the other party of its interest in pursuing negotiations for the Extension Term to the Agreement; the absence of such notice by the end of the three-month period shall constitute the parties’ desire for the Agreement to terminate at the end of the Initial Term as if termination notice has been given pursuant to subsection (b) below and provisions relating to termination under this Agreement shall apply.
 - a. Upon delivery of such notice, the parties shall enter into an exclusive good faith negotiating period (the “Exclusive Negotiating Period”) of up to thirty (30) days (or such longer period as the parties may agree) from the date of notice to agree upon terms for the Extension Term or to conclude that the Agreement will not be extended. During the Exclusive Negotiating Period, the City shall not solicit market or negotiate with any other person or entities, other than the Concessionaire, regarding the services set forth under this Agreement, or solicit or entertain bids or proposals to do so.
 - b. Either party may terminate this Agreement without cause by giving the other party written notice at least 90 days before the effective date of termination. If the Concessionaire holds over beyond the Term of this Agreement, the Term shall be month-to-month with all other provisions of this Agreement in effect. Upon termination, Concessionaire shall be responsible for removing from the premises the equipment identified in Attachment B and deliver the premises in good condition as provided for in Section 19. Notwithstanding the foregoing, this Agreement shall terminate at the end of the Extension Term.
6. "Beverages" Defined; Prices.
In this Agreement, the term "beverages" includes alcoholic and non-alcoholic beverages as outlined in Attachment A.

For reference, prices for beverages and miscellaneous food items to be offered for sale by the Concessionaire are identified on Attachment A (attached hereto and incorporated herein). The prices in Exhibit A include applicable sales tax. The price for any item to be offered for sale shall be filed with Center Manager before the actual sale of the price of the item and subject to written approval of Center Manager. Any change in the price for an item offered for sale or in the items offered for sale shall not be effective until the Center Manager gives written approval.

7. Payments by Concessionaire and City.

Concessionaire shall pay to City as rent for the concession as follows:

a. XXXX- XXXX: \$XXXX per month;

b. Rent Adjustment

The base rent identified in Section 7a will be adjusted on July 1 of each year by a percentage equal to the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose metropolitan area for the 12-month period from April of the prior year to April of the year that the adjustment is made .

c. Concessionaire shall pay the concession rent fee, as specified above, to City on or before the 25th day of each calendar month for operations of the preceding calendar month, and those payments shall be made to The City of Walnut Creek. Fees not paid when due shall bear interest from the date due until paid at the rate of 10% per annum or at the maximum rate permitted by law, whichever is less. The payment rate will be reviewed annually and may be adjusted upon written agreement of the parties.

d. During the Term of this Agreement, City shall pay Concessionaire for Bar and Food Service for Private Receptions as set forth under Section 2(b) above. Concessionaire shall submit an invoice to the City within thirty (30) days after service for the event has concluded, and City shall pay Concessionaire within thirty (30) days after receipt of invoice. The total amount of City's payment to Concessionaire shall not exceed XXXX.

8. Books and Records

Concessionaire shall maintain such bookkeeping and accounting methods, and methods of collection of monies as shall permit City accurately to compute the gross sales of the Concessionaire and shall make those records available to the City or its representative at all reasonable times. Concessionaire shall concurrently with each payment of rental, under Paragraph 4, submit to City a statement certified by Concessionaire as to its correctness showing Concessionaire's gross receipts during the month to which the rental applies.

9. Conduct of Concession

The Concessionaire must, at all times when the concession is in operation, have sufficient qualified personnel and beverages and supplies to meet the public demands. The Concessionaire shall conduct the concession in accordance with standards and requirements of quality, appearance (including employees' dress), cleanliness, service, and merchandising as prescribed by the Center Manager. Refer to Attachment C for Operational Guidelines.

10. Cleaning and Janitorial

City agrees to provide all cleaning and janitorial services required provided that Concessionaire cleans bar tops and area behind bars, and removes rolling bars and merchandise to proper storage areas before the end of each performance as required by the City. Following each intermission, the Concessionaire will clean up the Lobby area of cups and other trash and deposit them in the trash containers provided by the City.

11. Compliance with All Laws

Concessionaire shall conduct its business in strict compliance with all applicable laws, ordinances, regulations, and other requirements of any federal, state, municipal or other governmental agency and will obtain at its own expense all necessary permits, licenses, and other consents for the operation of the concession, including inspection clearance from the County Health Department, a State Department of Alcoholic Beverage Control (“ABC”) permit, and a City of Walnut Creek business license, and will promptly pay all taxes, excises and assessments, and insurance premiums applicable to the operation of the concession. Concessionaire shall conduct business within the areas designated on its liquor license within the Center.

12. Concessionaire Agreement to Furnish and Maintain Equipment and Supplies

Concessionaire agrees to provide and maintain equipment and furnishings of the nature referred to in Attachment B in a manner satisfactory to City. The equipment and furnishings are Concessionaire’s property. Concessionaire further agrees to supply and maintain, at its own expense, a sufficient quantity of expendable equipment, such as linens, plastic glasses, and such other furnishings, utensils, and equipment as may be necessary for Concessionaire’s efficient operation of the activities. Concessionaire shall retain title to those additional furnishings, utensils and equipment. Limited storage space will be provided within the Center for supplies and rolling carts. The storage rooms will be accessible to the Concessionaire during business hours and before all Center events, when event staff is present.

13. Signs

Concessionaire will not erect or maintain or permit to be erected or maintained on the premises or in the vicinity any signs without the written approval of the Center Manager.

14. Assignments or Transfer

Concessionaire shall not assign, sublet, license, or transfer this Agreement or any right or privilege conferred, either in whole or in part. In the event of any assignment by the Concessionaire for the benefit or creditors or the institution of any proceedings in bankruptcy, voluntary or involuntary, the City may terminate this Agreement.

15. Indemnification

Concessionaire shall indemnify, defend (with independent counsel acceptable to the City) and hold harmless the City against any claims arising out of Concessionaire’s operations, services provided, and activities at the Center or Concessionaire’s performance or failure to perform under this Agreement, except for the sole negligence or willful misconduct of the City.

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

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 16 relating to insurance.

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/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
 - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker’s Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
 - (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

- d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
 - (1) General Liability and Automobile Liability Coverage.
 - (a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of

activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

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

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

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

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

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

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

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

17. Entire Agreement; Amendments.

This Agreement contains the entire agreement of the parties, there being no representations, warranties, or other agreements, express or implied, other than those set forth here. This Agreement may be amended, modified, or changed only by an instrument in writing, executed by both parties.

18. Waiver of Default

City's failure to insist upon a strict performance of any of the terms shall not be deemed a waiver of any subsequent breach or default in the terms.

19. Alterations and Delivery of Premises

Any alterations to the Center desired by Concessionaire shall be made at the sole expense of Concessionaire, subject to Concessionaire's submittal of plans and specifications for any proposed alterations and the City's written approval. Concessionaire agrees to yield and deliver to City possession of the premises at the termination of this Agreement in good condition, except for reasonable wear and tear.

20. Property Taxes

Pursuant to Revenue and Taxation Code section 107.6, City here advises, and Concessionaire recognizes and understands, that this Agreement may create a possessory interest subject to property taxation and that Concessionaire will be subject to the payment of property taxes levied on any such interest. Concessionaire shall pay, prior to delinquency, all taxes assessed against and levied upon Concessionaire's possessory interest, and Concessionaire's trade fixtures, furnishings, equipment and all other personal property of Concessionaire located at the Center or elsewhere.

21. Scheduling of Events

Center makes no representations that any particular numbers of events will take place at the Center. City is not liable to Concessionaire for any damages or loss of revenues resulting from the cancellation of events or the destruction of all or part of the Center.

22. Nature of Agreement

This Agreement is solely an Agreement to provide concessions and shall not be construed as a lease or to otherwise give Concessionaire any legal right to possession of all or part of the Center.

23. Notices

All notices required to be given shall be given to the other party at the address below:

To the City: Attn: General Manager Leshar Center for the Arts 1601 Civic Drive Walnut Creek, CA 94596,	To Concessionaire: <hr/>
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24. Section Headings

The Agreement section headings are for convenience in reference to paragraphs and are not intended to define or limit the scope of any provision.

25. Agreement Made in California; Venue

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California. Any actions or proceedings relating to or arising out of this Agreement shall be venued in Contra Costa County, California.

26. Time

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the Effective Date.

Concessionaire:

By: _____

Its: _____

City business license # _____

City of Walnut Creek:

By: _____

City Manager

Approved as to Form:

By: _____

City Attorney

Attachment A

BEVERAGE & MISCELLANEOUS FOOD ITEMS CHARGES

(Paragraph 6)

Type	Proposed Brand*	Selling Price Per Item
Scotch		\$
Bourbon		\$
Gin		\$
Vodka		\$
Brandy		\$
Rum		\$
Red Wine		\$
White Wine		\$
Beer		\$
Soda		\$
Bottled Water		\$
Coffee		\$
Snacks		\$
Other:		\$
Other:		\$
Other:		\$

*Final list of brands and scope of items offered will be agreed between Concessionaire and Lesher Center General Manager.

Attachment B

<u>Quantity</u>	<u>Description</u>
1	Minimum 500 lb. Ice Making Machine to be located in Center on first floor
1	<u>Main Floor level:</u> Portable bar*
3	<u>Orchestra Lounge:</u> Portable bars *
1	<u>Mezzanine Lounge:</u> Portable bar *

* Prior to proposal acceptance, Concessionaire shall submit detailed specifications of the Portable Bars for Center Manager's approval

Attachment C

OPERATIONAL GUIDELINES

(Paragraph 1 and 9)

1. Concessionaire personnel shall have access to all lobby bar locations when Center staff is present. This includes regular business hours (Monday through Friday, 8a to 5p) and when event staff report for work. Event staff report 90 minutes prior to show curtain(s) for evening and weekend events. Concessionaire personnel will not have access to lobby bar locations when the Center is closed – including between business hours ending and event hours beginning.
 - a. Arrangements for Concessionaire personnel to deviate from these standard hours need to be made in advance with Center Manager and other staff designated by the Center Manager.
 - b. Concessionaire personnel shall complete all related work and exit the Center prior to event staff concluding their shift(s).
2. Center staff will issue and maintain event schedules, outlining requested bar services and quantities for events. Event schedules and bar needs are subject to change – with little or no notice, as producer and event demands may change.
 - a. Center staff will coordinate any last minute changes directly with Concessionaire personnel.
3. Concessionaire personnel shall have the necessary lobby bar(s) open and ready for guests one hour prior to event curtain(s). This includes being ready for the earliest event curtain of the schedule.
 - a. For events with no intermission, lobby bars should close 30 minutes after the last event begins.
 - b. For events with intermissions, lobby bars should close after the latest event intermission concludes.
4. When more than one lobby bar is active for performance activity, Concessionaire personnel will staff at least one bar at all times. Depending on the number of guests Concessionaire may need to provide service from 4 bars upon request.
5. Upon closing lobby bar locations, Concessionaire personnel will remove bar trash from the lobby receptacles and place in the dumpsters located in the California Street Loading Dock.
6. Concessionaire will collaborate with Center staff on best practices to achieve reasonable zero waste operations.
 - a. Concessionaire will provide quarterly zero waste trainings to educate and reeducate staff on proper sorting and address any challenges they encounter.

- b. Concessionaire and Center staff to develop a training module on proper separation and correct discard procedures at Lesher Center that should be provided as part of orientation and on boarding to all new Concessionaire staff.
 - c. Concessionaire to identify and designate a zero waste champion to train new staff on sorting requirements and expectations at Lesher Center.
7. The Lesher Center is committed to maintaining an Environmentally Preferable Purchasing Policy (EPPP) in compliance with the City of Walnut Creek and State of California purchasing policies. All goods used for event production, sold as concessions, or purchased with Lesher Center funding must adhere to Lesher Center EPPP guidelines:
- a. Products must be either recyclable or compostable, as defined in the RecycleSmart Business Waste Sorting Guide.
 - b. Landfill-designated materials are prohibited for food service or as disposable items.
 - c. All state-wide or county-wide banned materials (single-use plastic bags, styrofoam, etc.) are prohibited.
 - d. Any hazardous materials required for use must be disclosed to the Lesher Center in advance.
 - e. Exceptions to these requirements must be approved by Center Manager.