### REQUEST FOR PROPOSALS CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND BURTON CHACE PARK

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### APPENDIX B

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December, 2008 v. 12-18-08

### REQUEST FOR PROPOSALS CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND BURTON CHACE PARK

### APPENDIX B

### STATEMENT OF WORK AND ADDITIONAL CONTRACT PROVISIONS

### 1.0 SCOPE OF WORK

- 1.1. The Licensee shall provide concession services at County of Los Angeles owned and operated beaches and Burton Chace Park, located in Marina del Rey. Licensee shall provide concession services (Authorized Activity) as specified in the License Agreement. Authorized Activities are as follows: Mobile Food, Concession Stand, Bike and Skate Rentals, Hang Gliding, or Beach Merchandise Sales and Rentals. The Licensee shall also pay annual rent over the License Term. The County shall provide Concessionaire the right to conduct the Authorized Activity within the Concession Premises, as defined in License Agreement.
- **1.2.** County of Los Angeles owned and operated beaches are located along 31 miles of noncontiguous coastline. Los Angeles County beaches are a vacation destination, and attract millions of visitors each year. Burton Chace Park, located in Marina del Rey is the largest small craft harbor in the United States. It is the home of the County of Los Angeles Summer Concert Series, which has seen a significant increase in attendance since its inception.
- **1.3.** The Licensee shall conduct an effective and successful concession services operation ("Concessions") to achieve/deliver the following:
  - **1.3.1.** Prepare and serve quality food for visitors to County owned and operated beaches and Burton Chace Park at reasonable prices during the designated days and hours of operation;
  - **1.3.2.** Maintain consistently acceptable standards of health and cleanliness for all its staff;
  - **1.3.3.** Maintain clean and sanitary concession facilities, particularly in areas utilized in the preparation of food services;
  - 1.3.4. Use County furnished resources in a prudent and efficient manner;
  - **1.3.5.** Maintain safe and serviceable equipment utilized for concession services to include: hang gliding, bike and skate, and beach merchandise sales and rentals; and
  - **1.3.6.** Comply with Contract provisions and submit noted records and reports in a timely manner.

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### 2.0 CONCESSION PREMISES

Refer to Appendix C-Attachments, "Concession Premises".

### 2.1. Construction By County Affecting Premises

- 2.1.1. In the event County shall construct or cause to be constructed a new facility for the Concession, this License shall continue in full force and effect, except that the payment to be made by Licensee will be abated and/or relief afforded to the extent that the County may determine the construction activity interferes with the Concession. In order for rent abatements to be considered, construction activity must cause substantial interference with continuous operation of the Premises and must prevent Licensee from conducting the Authorized Activity. Abatements will not be granted for construction activity which does not cause substantial interference with continuous operation of the Concession Premises, which includes, but is not limited to: maintenance or repair of the Premises which does not result in a shut down in excess of fourteen (14) days; road maintenance (repair and/or replacement), construction of facilities or premises adjacent and or near Concession Premises, or capital improvements of other premises or facilities. Abatement claims must be presented in writing, along with documentation or evidence that construction interferes with the Authorized Activity. All claims must be filed with the Department within ninety (90) days of the commencement of the construction. Department Staff may review all abatement claims, subject to approval by the Director.
- 2.1.2. Licensee agrees to cooperate with County in the event the construction affects the Concession Premises by vacating and removing from the Premises all items of inventory, trade fixtures, portable buildings, equipment and furnishings for such periods as are required by the construction of the new facilities. Licensee/Concessionaire further agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to the Concession and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- **2.1.3.** The aforementioned provisions of this section shall also be applicable in the event of performance of work on the Concession Premises requires a partial or total closure thereof, except that the abatement or other relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the facility due to the partial or total closure thereof, has affected the Concession.
- 2.1.4. Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Concession Premises and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this state.

### 2.2. Destruction of Concession Premises

- **2.2.1.** In the event the Concession Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, casualty, County shall either restore the Premises or terminate this License.
- **2.2.2.** Should the County elect to restore the Premises, this License shall continue in full force and effect except that the payments to be made by Licensee shall be abated or other relief afforded to the extent that the County may determine the damage or restoration interferes with the Concession.
- **2.2.3.** Licensee agrees to cooperate with County in the restoration of the Concession Premises by vacating and removing there from all items of inventory, trade

fixture, portable buildings, equipment and furnishings for such periods as are required for the restoration thereof. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested related to the Concession, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

- **2.2.4.** The aforesaid provisions of Subparagraph 2.2 shall also be applicable to a total or partial destruction of the Facility by the aforementioned causes, except that the relief to be provided shall be based upon the extent the County may determine that the reduction in the public's use of the Facility, due to the partial or total closure thereof, has affected the Concession.
- **2.2.5.** Licensee agrees to accept the remedy heretofore provided in the event of a destruction of the Concession Premises, and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this state.

### 2.3. Licenses, Permits, Registration and Certificates

Licensee shall obtain and maintain in effect during the term of the Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this License, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

### 2.4. Right of Entry

- **2.4.1.** Any officer or employee of the County may enter upon the Concession Premises at any time without prior notice for the purpose of determining whether or not Licensee is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the County.
- 2.4.2. In the event of an abandonment, vacation or discontinuance of Concession operations for a period in excess of 48 hours, Licensee hereby irrevocably appoints the County as an agent for continuing operation of the Concession granted herein, and in connection therewith authorizes the officers and employees thereof to: (1) take possession of the Concession Premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Licensee; (3) sublease or license the Premises; and (4) after payment of all expenses of such subleasing or licensing, apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Licensee's breach of this License.
- **2.4.3.** Entry by the officers and employees of the County upon the Concession Premises for the purpose or exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

### 3.0 ACCOUNTING RECORDS (Retention / Inspection)

**3.1.** Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts and disbursement of Licensee in connection with the Concession. The method of accounting, including bank accounts established for the Concession, shall be separate

from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. All documents, books, and accounting records relating to the conduct of the Authorized Activity from the Premises shall be open for inspection and re-inspection by the County at any reasonable time during the License term (2009-2014) and for twelve (12) months thereafter (2015), unless County gives written permission to dispose of any such material prior to such time. All such material shall be maintained by Concessionaire at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Licensee shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, and copy or transcribe such material at such other location. In addition, the County may from time to time conduct an audit of these records and observe the conduct of the Authorized Activity on the Premises so that the accuracy of the records can be confirmed. All information obtained in connection with the County's inspections or audit shall be treated as confidential information and exempt from public disclosure, to the extent allowed by law. The County shall not be liable or responsible for the disclosure of any such records, including those marked trade secrets, confidential, or proprietary, unless such disclosure is required under the California Public Records Act, as determined by County Counsel or a court of competent jurisdiction. Such records may include:

- **3.1.1.** Regular books of accounting such as general ledgers;
- **3.1.2.** Journals, including any supporting and underlying documents such as youchers. checks, tickets, bank statements, etc;
- 3.1.3. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County;
- 3.1.4. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified; and
- 3.1.5. Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 3.2. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in any event. be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record. If requested by the County, the County shall be furnished and retain all the reset keys for the cash registers.
- 3.3. The Licensee shall submit a written statement to the Director reflecting the Licensee's profit and loss from the conduct of the Authorized Activity from the Premises, as of the close of business on November 30 and May 31, for each Contract Year 2009 to 2013, and as of the close of business on November 30 and March 31, for the Contract Year 2014.

### 4.0 ADVERTISING AND PROMOTIONAL PRODUCTS

Licensee/Concessionaire shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from the Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within thirty (30) days following the request for approval. The Director's approval shall be deemed reasonably withheld if the content and use of the marketing literature in the manner proposed by the Licensee would constitute a breach of any marketing contract they may have been entered into by the County as part of County marketing and advertising program described in Subparagraph 4.1. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

### 4.1. County Marketing and Advertising Program

- **4.1.1.** The licensee acknowledges that the Board of Supervisors has an established advertising program designed to promote additional revenue for the County, and the Licensee agrees to cooperate in this program in the manner described in Subparagraphs 4.1.2, 4.1.3 and 4.1.4 without compensation from the County for such cooperation.
- **4.1.2.** The Licensee agrees to place on the Premises any advertising that the Director approves under this program. Any advertising approved by the director under this program shall be placed at County's cost.
- **4.1.3.** The Licensee agrees to rent or sell, along with all other items of merchandise that are part of the Licensee's normal and customary inventory, any item of merchandise that the Director approves under this program, provided that Licensee is authorized to sell it under the terms of the License.
- **4.1.4.** The Licensee agrees that through the County advertising program, merchandise or beverages may be sold or given away on any area more than two hundred (200) feet from the Premises.
- 4.1.5. The Licensee agrees to cooperate with the County in any exclusive marketing sponsorship agreement the County presently has or may enter into in the future with a beverage company; by exclusively selling on or from the Premises only those beverage brands that are approved by the Director. The exclusive beverage company sponsor would be required by the County to provide its beverages to the Licensee at a competitive price. All advertising on or about the Premises, including without limitation that which is contained on customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) must not carry any depictions, logos or wording that represents in any way (as determined by the Director) another beverage company other than the exclusive beverage company sponsor selected by the County. The Licensee must use any customer serving items (such as, but not limited to, cups, napkins, umbrellas, and chairs) as provided by the exclusive beverage company sponsor and approved by the Director as long as such items are either provided free of charge or at a competitive price. The Licensee shall comply with the terms of this Subparagraph 4.1 upon 30-day written notice being given to the Licensee from the Director.

### 5.0 COMPLAINTS

Licensee/Concessionaire shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within thirty (30) business days after License effective date, the Licensee shall provide the County with the written policy for receiving, investigating and responding to patron complaints.

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- **5.1.** The Department will review the Licensee's policy and provide the Concessionaire with approval of said plan or requested changes.
- **5.2.** If the Department requests changes in the Licensee's policy, the Concessionaire shall make such changes and resubmit the plan within five (5) business days.
- **5.3.** If, at any time, the Licensee wishes to change the Concessionaire's policy, the Concessionaire shall submit proposed changes to the Department for approval before implementation.
- **5.4.** The Licensee shall preliminarily investigate all complaints and notify the Department of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to format plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the Department within three (3) business days of mailing to the complainant.

### 6.0 COMPLIANCE WITH APPLICABLE LAWS

### 6.1. Federal, State, and Local Laws

- **6.1.1.** The Licensee shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in the License are hereby incorporated herein by reference.
- **6.1.2.** Licensee shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Licensee or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

### 6.2. ADA Accommodations

- **6.2.1.** Licensee shall require each employee to provide reasonable assistance, upon request, to individuals with disabilities.
- **6.2.2.** Licensee shall maintain clear paths of travel at least thirty-six (36) inches wide within the Concession Premises and keep them clear to the extent that can be done without moving any fixed equipment (such as refrigerators, freezers, counters, cash registers, or soda machines) or removing any portable equipment or furniture such as portable refrigerators, freezers or display racks.

### 7.0 CONCESSIONAIRE'S STAFF AND EMPLOYMENT PRACTICES

### 7.1. Facility Rules and Regulations

7.1.1. Licensee employees or agents are subject to the Concession Premises rules, regulations, and procedures, including, but not limited to entry and exit procedures, emergency procedures, and appropriate contacts with customers.

It is the responsibility of the Licensee to instruct its staff on the rules, regulations, and procedures applicable to the Concession Premises and to maintain records of such instruction. The Licensee shall take immediate corrective action upon receipt of written and/or verbal notice from the County that:

- 7.1.1.1. An employee of Licensee has violated such rules or regulations, or
- 7.1.1.2. Such employee's actions may adversely affect the delivery of services. In the event the County determines the corrective action taken by Licensee/Concessionaire is not sufficient, the Licensee shall remove or suspend such employee from the provisions of services hereunder or take such other action as requested by the County.
- **7.1.2.** Licensee's employees may not bring visitors into the Concession Premises, nor may they bring in any type of weapons or unlawful goods.
- **7.1.3.** The County shall have the right to inspect any packages, purses, bags or other containers or items carried into or out of the County facility. The Licensee shall notify its employees of this requirement.
- **7.1.4.** The use or possession of alcoholic beverages or illegal drugs by Concessionaire staff while at County facilities is strictly forbidden. Any violation shall be cause for immediate removal of the offenders from further work at the facility.
- **7.1.5.** Smoking is prohibited in County buildings and is restricted to appropriate outside areas.

### 7.2. Staffing Resources – Level/Experience

- 7.2.1. Licensee shall maintain an adequate and proper staff. The County may, at any time, give Licensee written notice of the fact that the conduct or actions of a designated employee of Concessionaire is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the Concession Premises. Licensee will meet with representatives of the County to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Concessionaire's employee will not be detrimental to the interest of the public patronizing the Concession Premises.
- **7.2.2.** Licensee shall, if not acting personally, designate one member of the staff as the Concession Manager with whom County may deal on a daily basis. Any person selected by Concessionaire as Concession Manager shall be skilled in the management of business similar to the Concession and shall be subject to the approval by the County. The Concession Manager shall be fully acquainted with the Concession, familiar with the terms and conditions prescribed therefore by the License Agreement; and authorized to act in the day-to-day operation thereof. They also shall devote substantial time and attention to conducting the Authorized Activity from the Premises.
- **7.2.3.** Persons employed by Concessionaire under the License Agreement shall be competent, trustworthy and well qualified for their work.
- **7.2.4.** Licensee shall submit to the County a roster of employees who are required to enter Concession Premises. The roster and employee records shall be kept current and contain the employee's name, date of latest health exam and any doctor's statements, as well as additional data on background, behavior or job performance pertinent to the provisions of the License.

- **7.2.5.** Concession employees who interface with County personnel and the public must speak English fluently. All Concession employees shall meet the Contract requirements identified in Appendix A-Sample Concession License Agreement, Subparagraph 8.7, "Employment Eligibility Verification".
- **7.2.6.** Licensee shall collect and provide information to the County upon request including, but not limited to:
  - **7.2.6.1.** An annual report evaluating the quality, effectiveness, safety, and appropriateness of all services under any resultant contract; and
  - **7.2.6.2.** Such additional reports which the County determines are reasonably necessary.

### 7.3. Health and Safety

Licensee shall meet all federal, state and local health and safety regulations and provide appropriate documentation to County upon request.

### 8.0 DAYS AND HOURS OF OPERATION

The Licensee shall engage in the Authorized Activity from the Premises every day from Memorial Day Weekend (except for the commencement year for which the Authorized Activity shall start on June 1, 2009), through Labor Day Weekend of each year during the License Term, except when a condition exists which is beyond the control of the Licensee, including but not limited to fire, earthquake, flood, storm, war, riot or insurrection, or other similar event that prevents the Licensee from engaging in the Authorized Activity from the Premises. The minimum daily hours of operation during this period of time shall be from 10 A.M. to 5 P.M. Director shall have the right to change the mandatory operational days and hours as Director deems appropriate. Department staff will conduct periodic checks to ensure that Licensees are in compliance with days and hours of operation guidelines. Failure to comply with minimum daily hours of operation requirement shall be considered an event of default under the License Agreement.

### 9.0 DISORDERLY PERSONS

Licensee agrees not to allow any loud, boisterous or disorderly persons to loiter about the Concession Premises.

### 10.0 EASEMENTS

County reserves the right to establish, grant or utilize easements or right of way over, under, along and across the Concession Premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the use of a portion of the Concession Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Premises in the before and after conditions.

### 11.0 HABITATION

The Concession Premises shall not be used for human habitation.

### 12.0 ILLEGAL ACTIVITIES

Licensee shall not permit any illegal activities to be conducted upon the Concession Premises.

### 13.0 MAINTENANCE / DEMAND FOR REIMBURSEMENT

- 13.1. Licensee at its own cost and expense is responsible for maintaining the Premises, all appurtenant structures, and other improvements in, on or about the Premises, including and without limitation, and nay and all trade fixtures whether they are furnished by the Licensee or County, in good working condition or repair, and for correcting any unsafe conditions. In addition to the foregoing general requirement, Licensee shall perform any and all repairs required for the maintenance of the Premises in compliance with all laws applicable thereto; replace broken window glass; replace interior lights; repair plumbing and lighting fixtures; repair flooring; and replace broken or damaged doors caused by Concessionaire, its agents and/or employees in the course of the License Agreement. Additionally, Licensee shall be responsible for repairing damage to the exterior of the Facility caused by malicious mischief, vandalism or burglary of the Premises. All maintenance and repair obligations set forth herein shall be commenced within thirty (30) days of the need thereof and diligently prosecuted to completion, except where the state of disrepair is such that an emergency or hazard is created thereby, in which event there shall be an immediate correction thereof.
- **13.2.** County may cure the default of the Licensee with respect to the maintenance and repair obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Licensee for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between County and Licensee upon the nature and scope of the work to be performed and the costs to be incurred thereby.
- **13.3.** Any demand of County for reimbursement pursuant to this Paragraph 13.0 shall be satisfied by Licensee through payment of the sums deposited with County as a Security Deposit pursuant to the License Agreement, if the amount of the repairs is substantially greater than the security deposit, Licensee will remit prompt payment, within thirty (30) days of the completion of the work to the County.

# 14.0 INVENTORY AND MERCHANDISE, MENU, PRICING AND POSTING, PAYMENT, AMENDMENTS

### 14.1. Inventory and Merchandise

- 14.1.1. Licensee shall pay for an adequate inventory of merchandise, goods, supplies, and food to meet the needs of the public for the items that may be sold from the Premises. All food and beverages sold or kept for sale by Licensee shall be first-class in quality (see Paragraph 17, "Quality of Goods and Services Removal", wholesome and pure, and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Licensee.
- **14.1.2.** The Licensee shall remove or withdraw from sale any item of merchandise that may be found objectionable to the public, as determined by the Director, immediately following receipt from the Director of written notice for its removal.
- **14.1.3.** Merchandise kept on hand by Licensee shall be stored and handled with due regard for sanitation and safety.

- 14.1.4. Licensee is responsible for the daily upkeep of the Concession Premises, including any walls facing or common to Concession services work areas below six (6) feet in height. Such areas shall be kept clean and in a sanitary condition to preclude any infestation by vermin.
- **14.1.5.** All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

### 14.2. Menu - Selection (Food Products) and Removal

The menu, attached hereto and marked Appendix D-Attachments, "Pricing Sheet", is to be prepared and provided by Licensee.

The Department may request Licensee to change or remove a type of food product (merchandise) sold from the Concession. Upon receipt of notice requesting such change, Licensee shall make the requested change within twenty-four (24) hours of receipt thereof.

### 14.3. Pricing and Posting

Licensee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Concession Premises. Prices shall be fair and reasonable based upon the following considerations:

- That the concession is intended to serve the needs of the public and employees for the goods and/or services supplied at a fair and reasonable cost;
- Comparability with prices charged for similar goods and/or services supplied in the surrounding area to the Concession Premises, prices may vary based on location; and,
- A reasonableness of profit margin in view of the cost of engaging in the Authorized Activity from the Premises in accordance with the obligations assumed in the License.

In the event the County notifies Licensee that prices being charged are not fair and reasonable, Licensee shall have the right to confer with the Director and justify such prices. Following reasonable conference and consultation thereon, Licensee shall make such price adjustments as may be ordered by the Director. If appealing the Director's decision, Licensee shall comply with the price adjustment ordered by the Director pending the appeal and final ruling by the Board.

Prices for each item sold from the Concession shall be conspicuously displayed to the satisfaction of the County.

### 14.4. Payment – Point of Sale Machines

Concessionaire shall provide a Point of Sale Machine (POS) to facilitate payment by its customers. Cash back restrictions, if any, shall be at the discretion of the Concessionaire.

### 15.0 NON-INTERFERENCE

Licensee shall not interfere with the public use of the public facilities where the Concession is located.

### 16.0 PROGRAMMED EVENTS

Licensee shall not promote or sponsor private or public events requiring the use of Concession Premises. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the Concession Premises.

### 17.0 QUALITY OF GOODS AND SERVICES – REMOVAL

In the event the County determines that any merchandise, and/or food products are deficient, the County shall have the right to order the improvement of the quality of any such items kept or offered for sale. Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the public or the County, following receipt of written notification thereof.

### 18.0 SAFETY

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Licensee shall immediately correct any unsafe condition at the Concession Premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Concession Premises. Concessionaire shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Concession Premises, including a prompt report thereof to the Director.

### **19.0 SANITATION**

- **19.1.** Licensee shall keep Premises and the area within a distance of fifty (50) feet from the Premises clean and free from offensive matter, refuse or material detrimental to the public health by sweeping, hosing, or power cleaning whenever necessary but shall in no event be less than once per day during mandatory hours of operation. The Licensee shall prevent any accumulation of matter, refuse or substance from occurring. All small equipment including, but not limited to, beverage dispensers, coffeemakers and serving equipment, tray cards, utility carts, and all large equipment, including, but not limited to, walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, all icemakers, vents and warmers, etc., shall be washed and sanitized on a regularly scheduled basis by the Licensee.
- **19.2.** No offensive matter or refuse or substance, containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the Concession Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall, at all times, keep the kitchen, dish room, equipment and materials located thereon in good and sanitary condition and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodents and vermin.
- **19.3.** Licensee shall arrange for pick-up of trash and garbage from trash areas on the Concession Facility. Licensee shall furnish trash receptacles and have them emptied as frequently as necessary. Licensee shall place all trash inside of the cans and place lids in a closed position. Licensee shall be responsible for cleaning trash cans and providing trash can-liners. Licensee shall provide and pay for both a trash bin for refuse removal from the beach and a separate means of removal of cooking oil from the beach, subject to the Director's approval.
- **19.4.** All apparatus, appliances, utensils, devices, equipment and piping used by Concessionaire shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot

water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Licensee immediately after using the same and shall be kept clean until reused.

- **19.5.** Concession floors shall be cleaned by Concessionaire of all food and beverage spilled thereon. Concessionaire shall continuously monitor and correct spills in the Concession Premises during the hours of operation.
- **19.6.** Concessionaire shall provide and pay for regular fumigation service at the Concession Premises.
- **19.7.** Concessionaire shall at all times maintain a letter grade rating of "B" or higher as determined by the Los Angeles County Health Department. Licensee shall at all times meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Concessionaire is responsible for keeping the Concession Premises (cafeteria, storage rooms, trash area, including any walls facing or common to Concession services work areas and other areas occupied by the Concessionaire) clean and in a sanitary condition at all times.
- **19.8.** Concessionaire shall provide laundry services for hot pad, aprons, rags for cleaning, mop heads, tablecloths, napkins and dish towels.
- **19.9.** Concessionaire shall provide housekeeping services for wall, ceilings, windows, sweeping, vacuuming, scrubbing and stripping the cafeteria floors and dining area of the Concession Premises. Concessionaire shall provide the equipment cleaning and other services as described herein.
- **19.10.** Concessionaire shall be responsible for the scrubbing, stripping and waxing of Concession Premises floors on a quarterly basis, or more, as requested by the Department.
- 20.0 ENVIROMENTAL
- **20.1.** <u>Compliance with Environmental Laws.</u> Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of Hazardous Substances on the Premises.
- **20.2.** <u>Notice of Hazardous Release.</u> Licensee shall notify the County when it learns that Hazardous Substances have been released on the Premises.
- **20.3.** <u>Environmental Indemnification.</u> Licensee shall indemnify, defend, ,and hold harmless County, its elected and appointed officers, agents and employees from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, investigation and remediation costs, attorneys fees, and legal expenses arising in whole or in part from the presence of Hazardous Substances, Hazardous Substance Conditions, or pollutants, as such terms may be defined herein or in the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery.

This provision shall survive the termination of this License.

20.4. <u>Hazardous Substance.</u> "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it

subject to federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

**20.5.** <u>Hazardous Substance Condition.</u> "Hazardous Substance Condition" shall mean the existence on, under, or relevantly adjacent to, the Premises of a Hazardous Substance that requires remediation and/or removal and/or for it to be otherwise mitigated pursuant to applicable law.

### 21.0 SECURITY

### 21.1. Security Devices

Licensee may provide any legal devices, installations, or equipment designated for the purpose of protecting the premises from theft, burglary or vandalism, provided written approval for the installation of such devices is first approved by the Director. All purchases and installations thereof shall be at Concessionaire's expense and shall be the sole responsibility of Licensee. Concessionaire shall furnish the Department, at the Concessionaire's expense, two (2) sets of keys, keycards or other items and or codes to allow unrestricted access to the Premises by Department Staff.

### 21.2. Keys

Licensee shall establish and implement methods of ensuring that keys issued by the County to Concessionaire are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Concessionaire shall develop procedures assuring adequate key control.

- **21.2.1.** Concessionaire shall provide the County with a list of all personnel who have been issued keys.
- **21.2.2.** Concessionaire shall prohibit the use of keys by any persons other than its designated employees. Concessionaire shall prohibit the opening of locked areas by its employees to permit entrance of persons other than the Concessionaire's employees engaged in the performance of assigned work in those areas.
- 21.2.3. Concessionaire shall immediately report any lost key to the County.
- 21.2.4. County may, at its sole discretion, require Concessionaire to replace locks, rekey locks, or reimburse the County for the replacement of locks or re-keying of locks if Licensee loses the keys.

### 22.0 SIGNS

Except as otherwise provided in Subparagraph 4.1, Licensee shall not post signs or advertising matter upon the Concession Premises or improvements thereon, unless prior approval therefore is first obtain from the Director. All purchases and installations of authorized signs or advertising shall be at Licensee's cost.

### 23.0 TRADE FIXTURES AND EQUIPMENT

**23.1.** The Licensee shall provide and install all trade fixtures at its own cost. For applicable Licenses only, the County will provide,, without cost to licensee, certain Trade Fixtures listed in Appendix C-Exhibits, "County Owned Fixtures and Equipment", upon delivery of the premises. Unless otherwise specified, all trade fixtures and existing equipment in and upon Concession Premises are County property and shall remain the property of the County.

- **23.2.** Concessionaire shall provide the trade fixtures and equipment as listed in Appendix C-Attachments, "Concessionaire Owned Trade Fixtures and Equipment", which shall remain the property of Concessionaire.
- **23.3.** Any additional supplies needed shall be provided by Concessionaire including items such as flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispensers, and decorative items required for the proper operation of the Concession as determined by the Director.
- **23.4.** If the Contract is terminated pursuant to Appendix A-Sample Concession License Agreement, Subparagraph 9.1, "Convenience", any related equipment costs shall be processed as follows:
  - **23.4.1.** Leased Equipment the County shall pay Concessionaire all early termination charges specified in Concessionaire's equipment lease.
  - **23.4.2.** Purchased Equipment the County shall pay Concessionaire the cost of such equipment less accumulated depreciation.
- 24.0 UTILITIES
- 24.1. Licensee shall provide and pay for any necessary utilities, including but not limited to their installation and the cost for hook-up including telephone and electricity.
- **24.2.** Concessionaire shall provide telephone instruments and service for its operation. The telephone number shall be placed in the name of Concessionaire and shall not be transferable to any other location.
- 24.3. Concessionaire waives any and all claims against County for compensation for loss of damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Concession Premises.

RFP - EXHIBITS

# APPENDIX C

# **EXHIBITS**

# for

# **CONCESSION SERVICES**

# at

# COUNTY OWNED AND OPERATED BEACHES

## and

# BURTON CHACE PARK (located in Marina del Rey)

December, 2008 v 1-20-09 JT

Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park

### REQUEST FOR PROPOSALS CONCESSION SERVICES AT COUNTY OWNED AND OPERATED BEACHES AND BURTON CHACE PARK

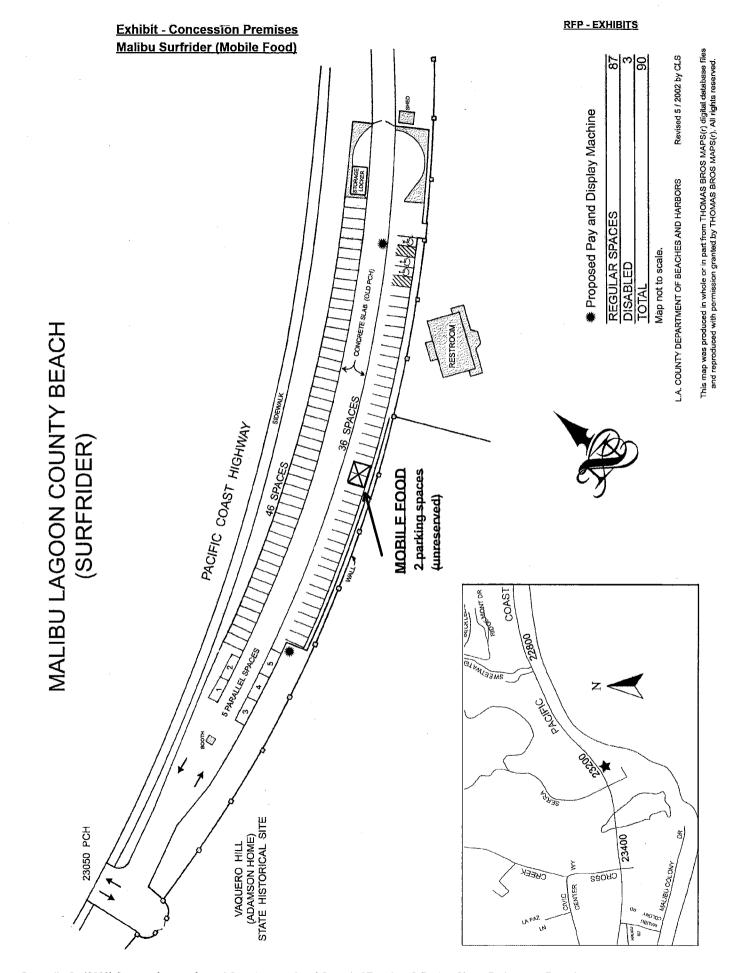
### APPENDIX C

### EXHIBITS

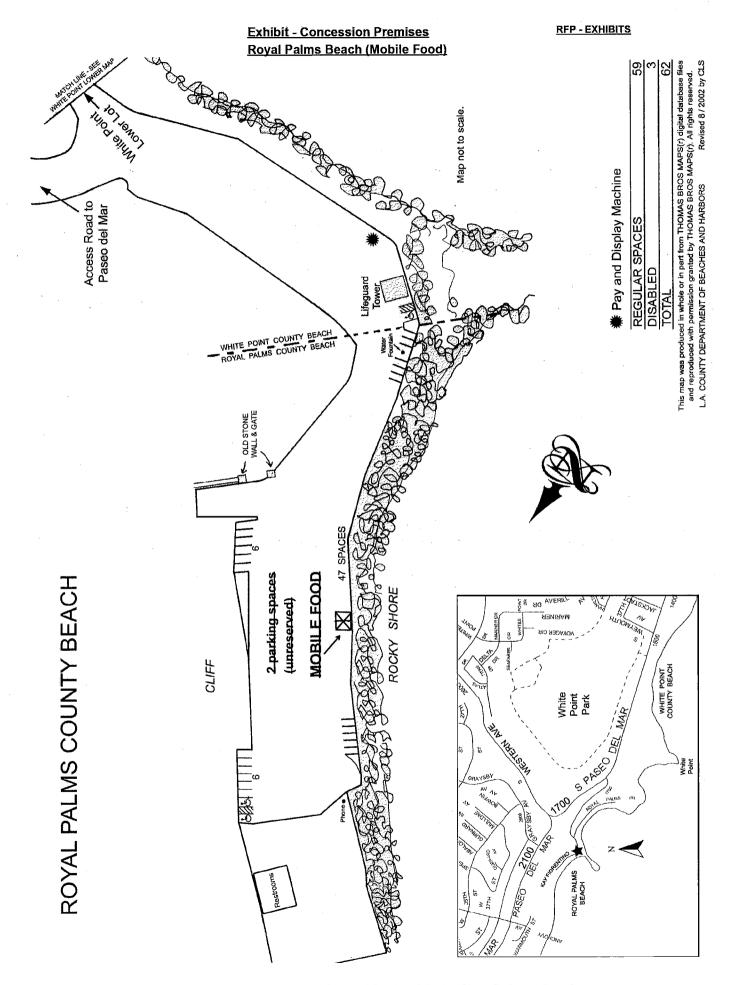
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Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park



Page 1



**RFP - EXHIBITS** 

### Exhibit - Concession Premises Zuma Beach (Westward Beach Road) (Mobile Food)

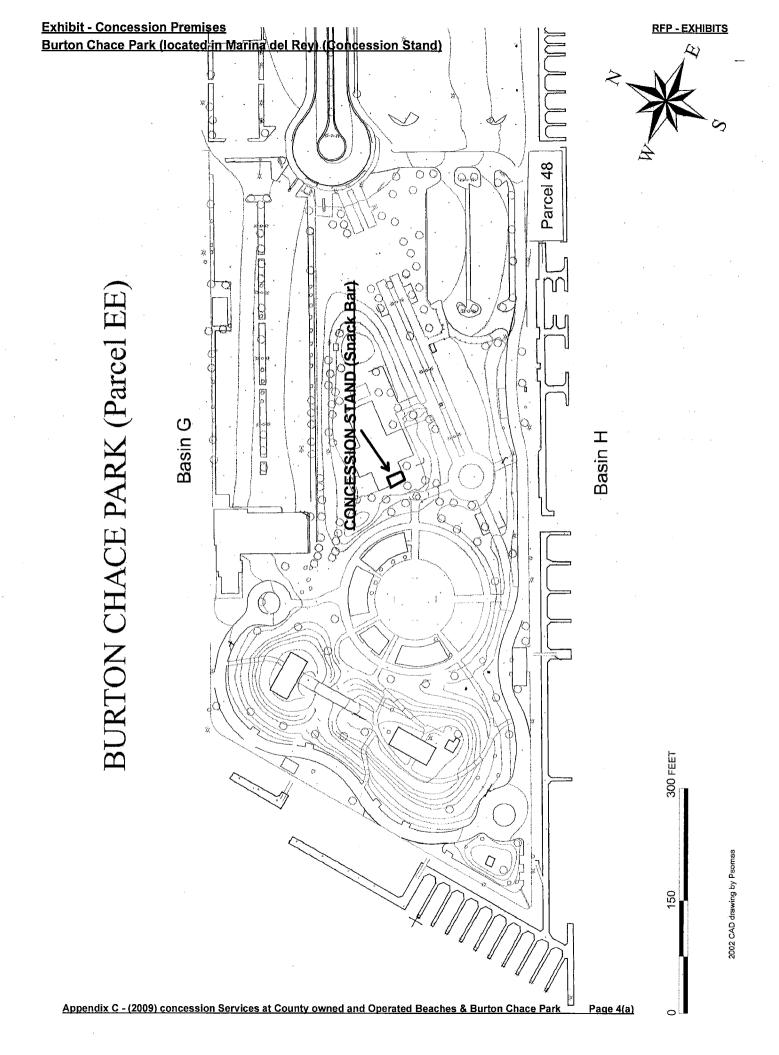
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### Exhibit - Concession Premises Burton Chace Park (located in Marina del Rey) (Concession Stand) (Interior Floor Plan Detail)

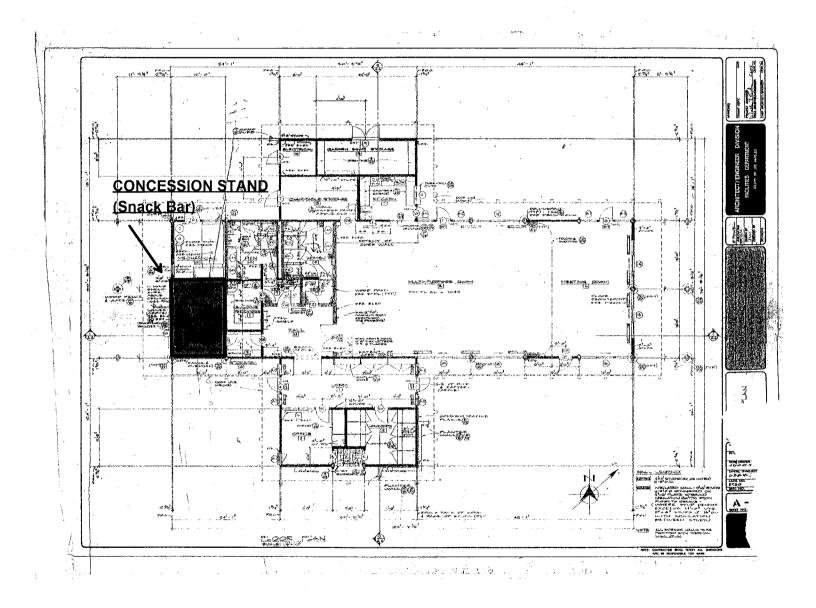
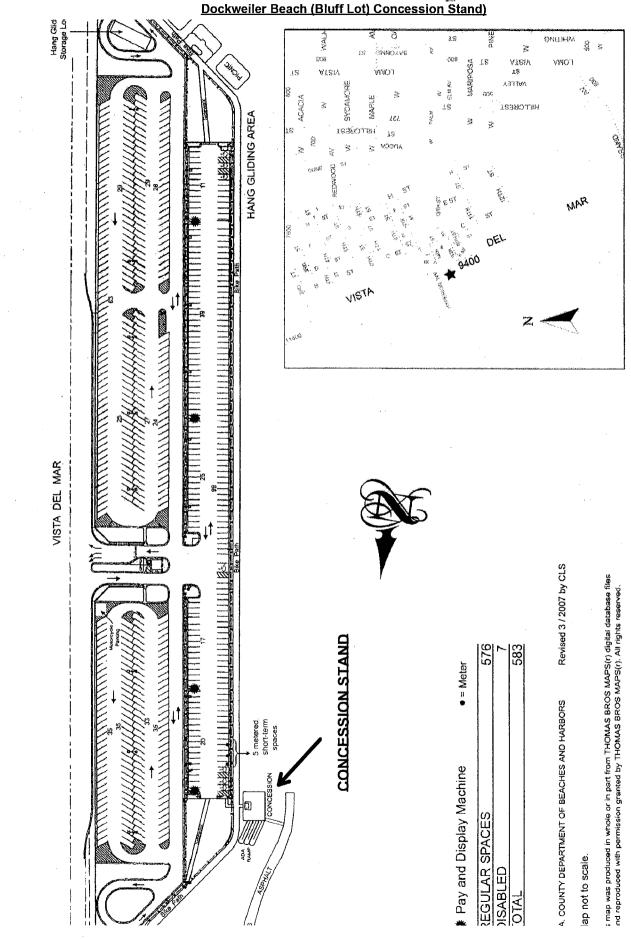
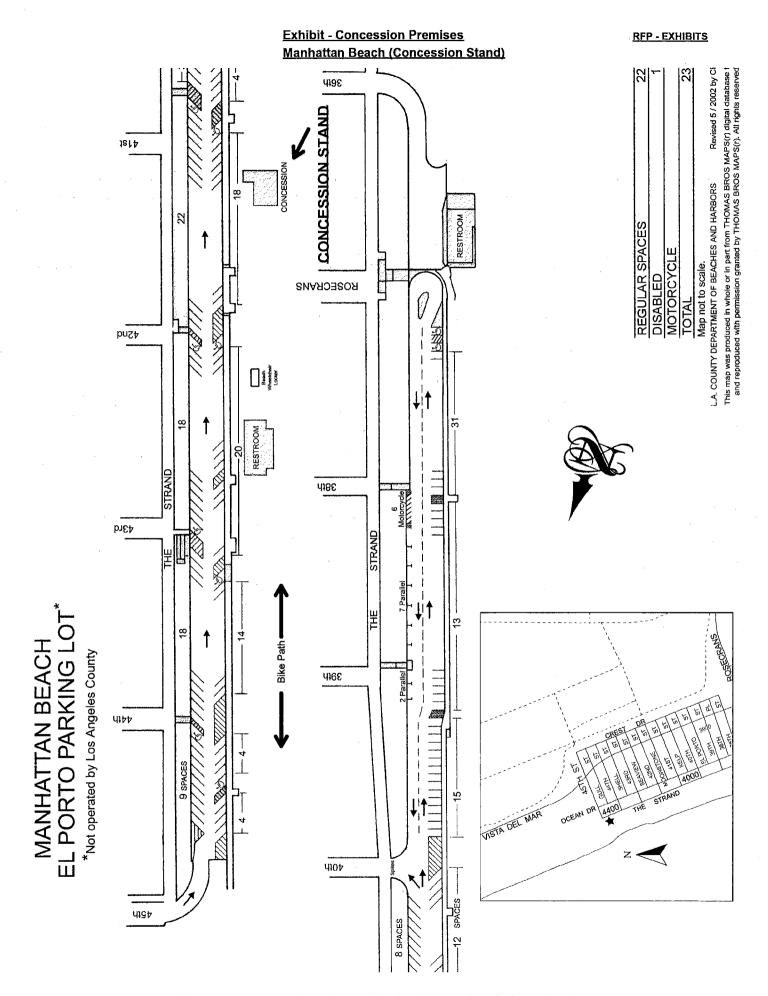


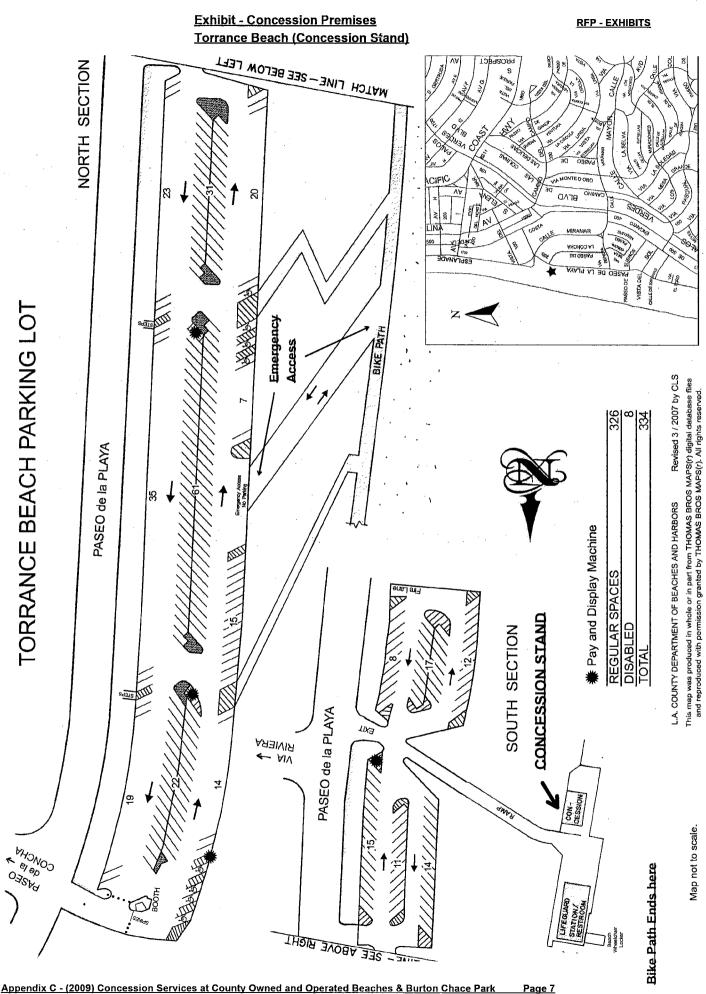
Exhibit - Concession Premises

<u> RFP - EXHIBITS</u>

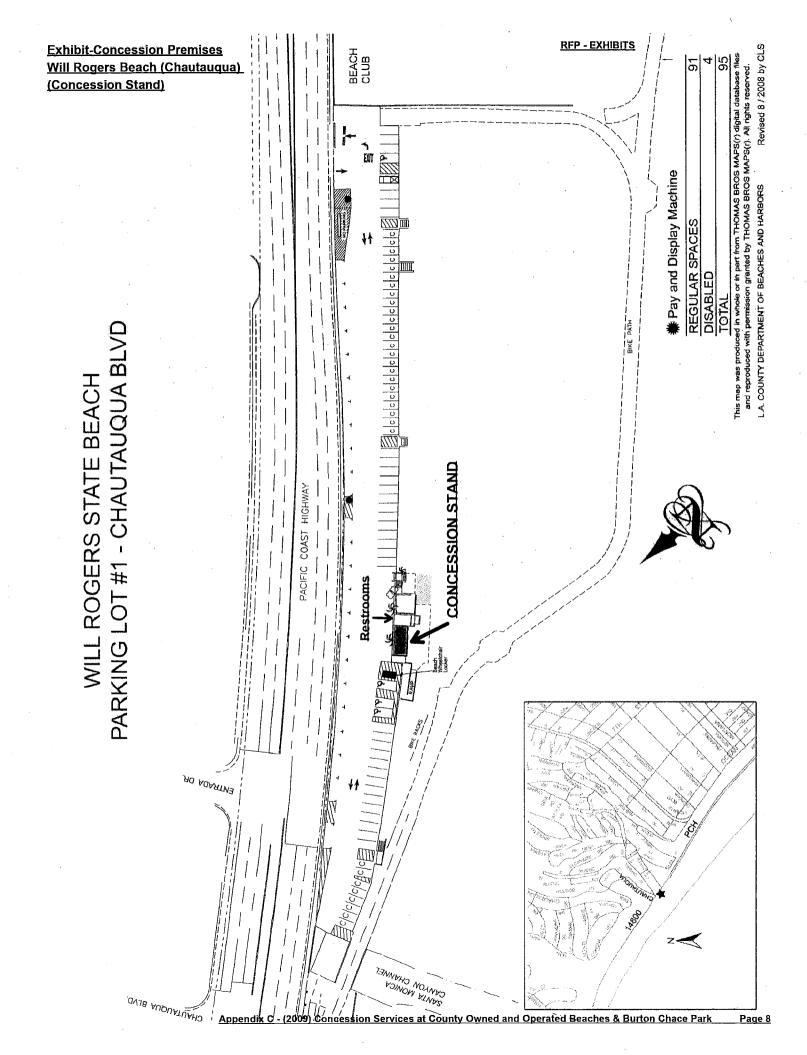


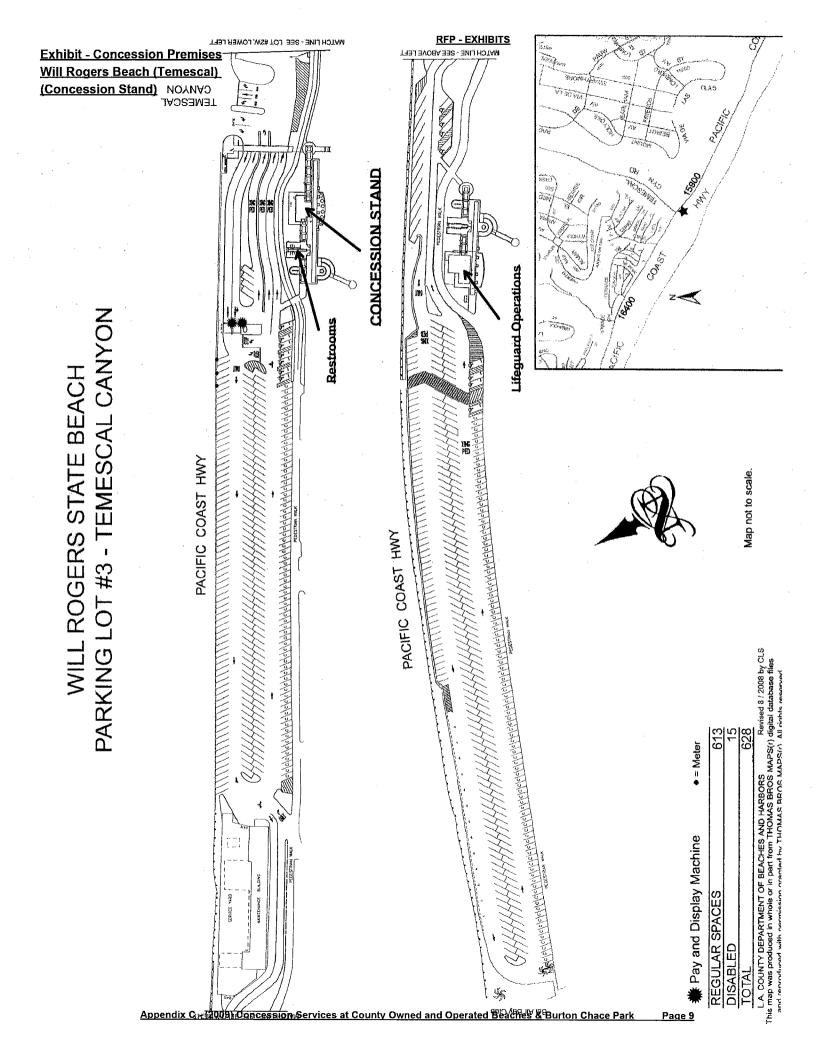
# DOCKWEILER STATE BEACH BLUFF PARKING LOT

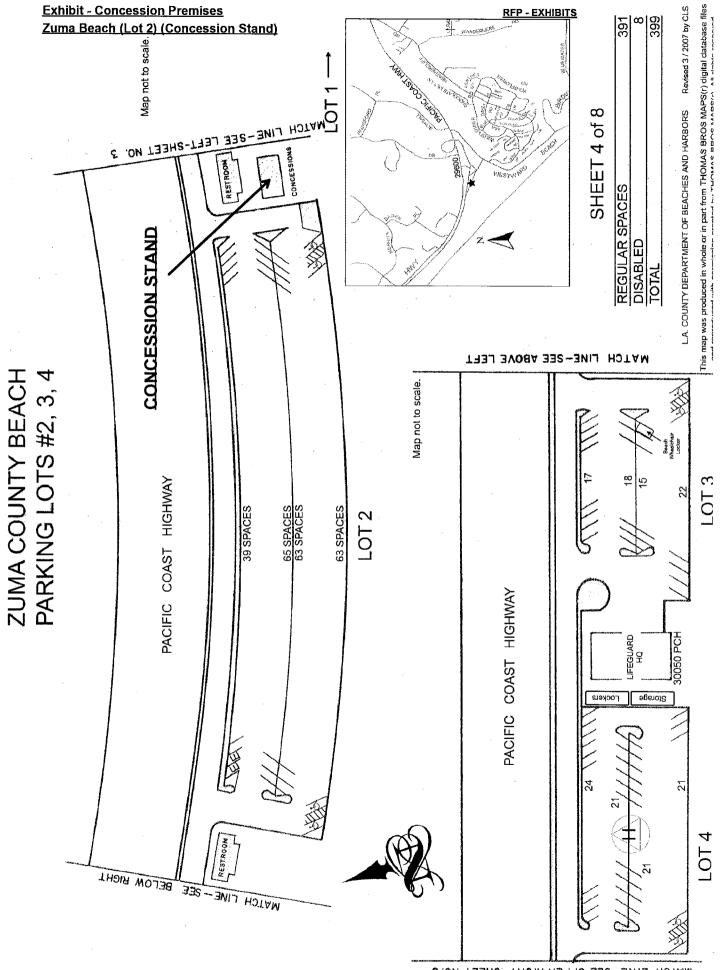


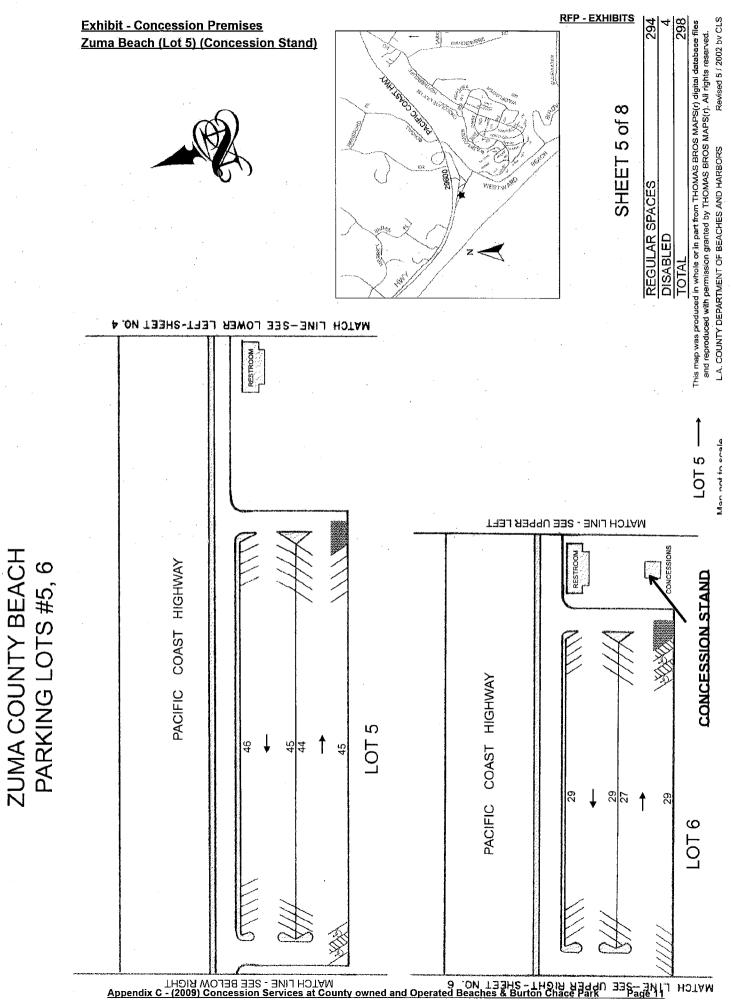


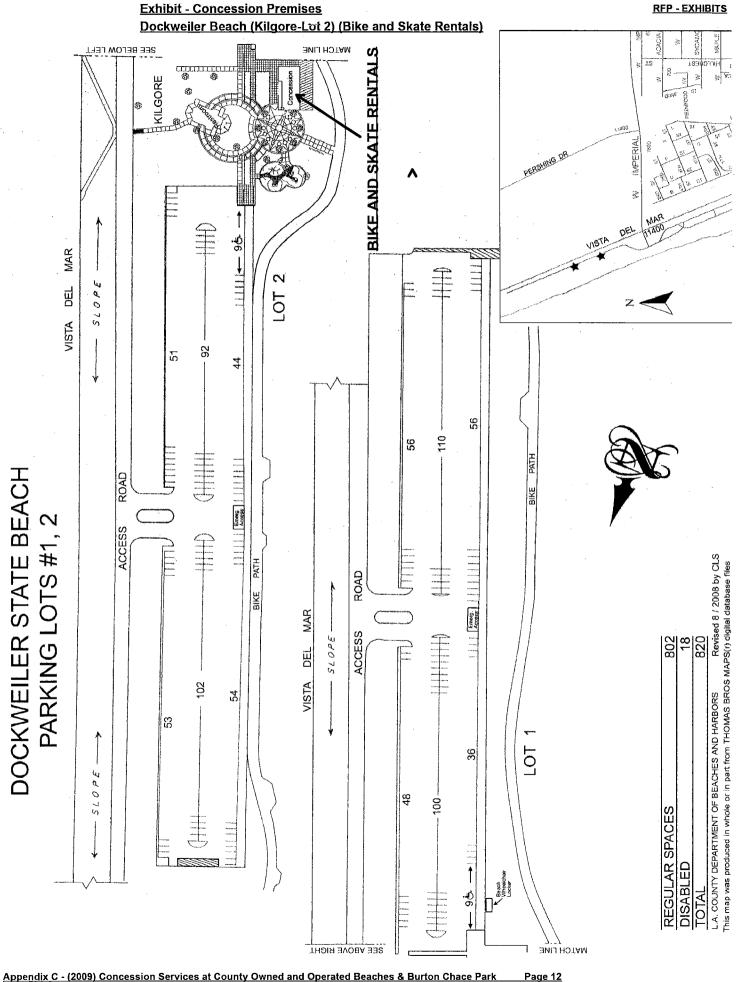
Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park



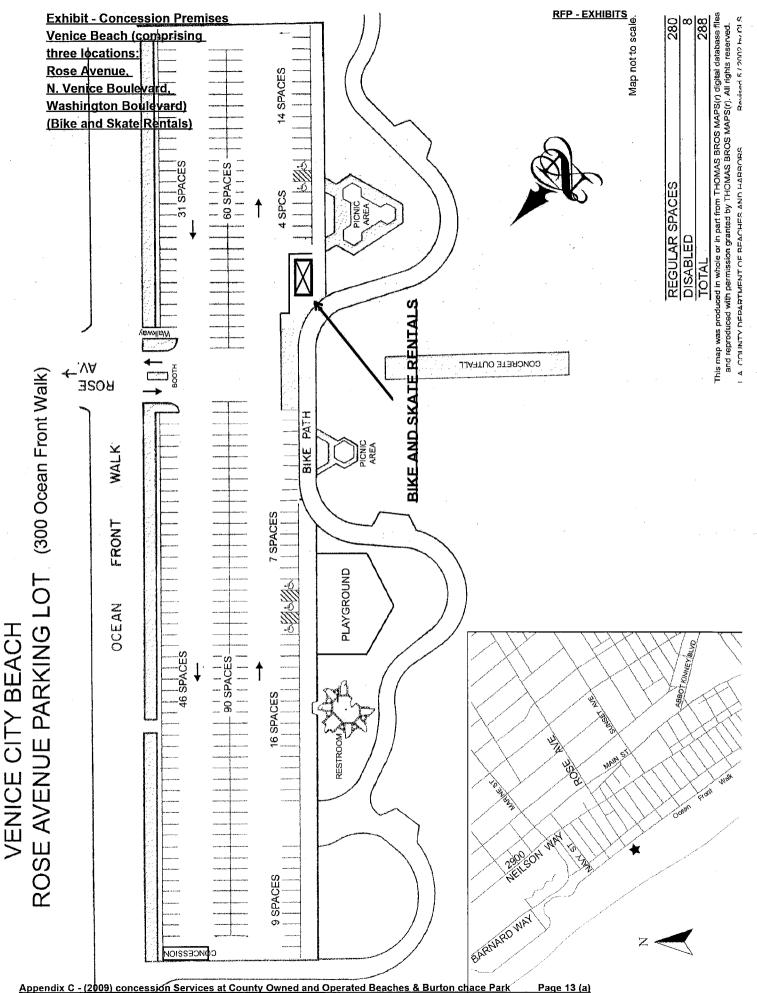


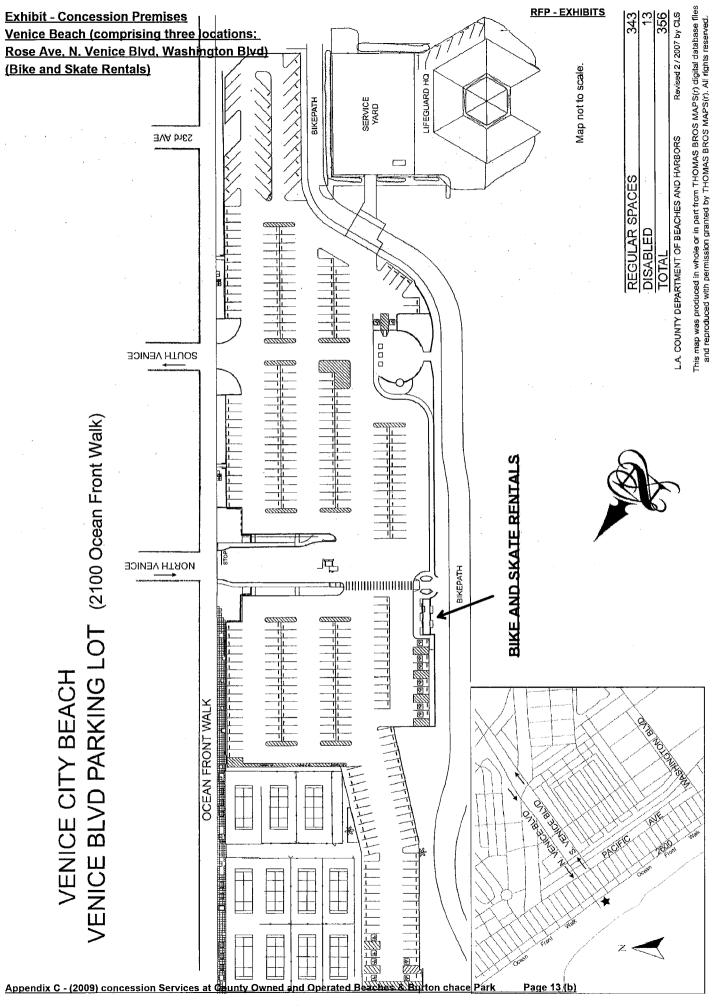


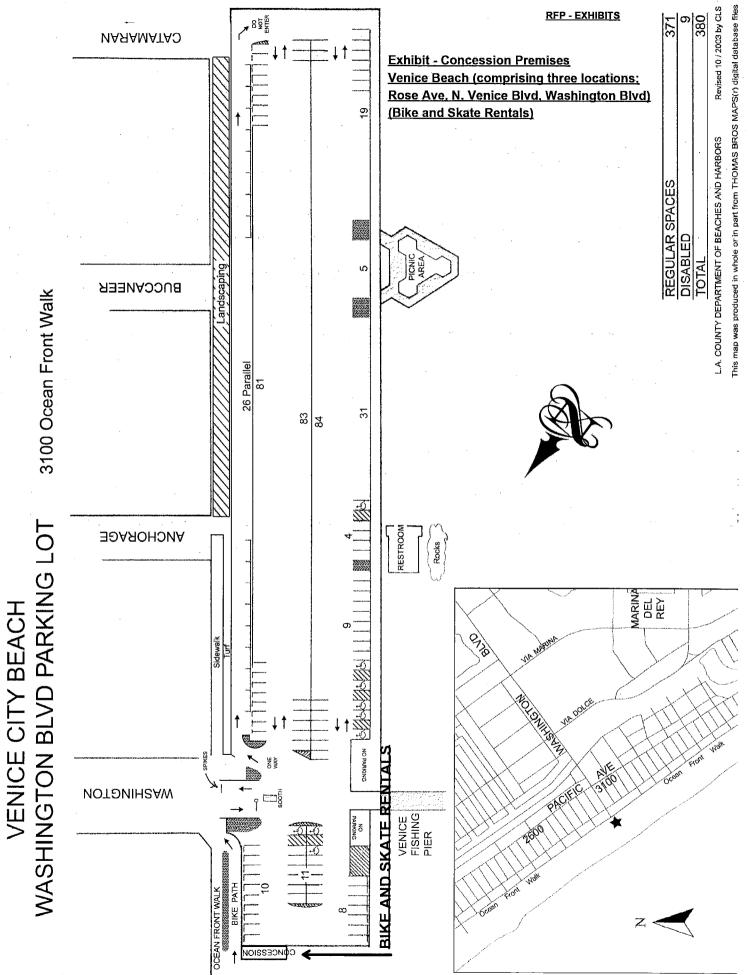




Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park

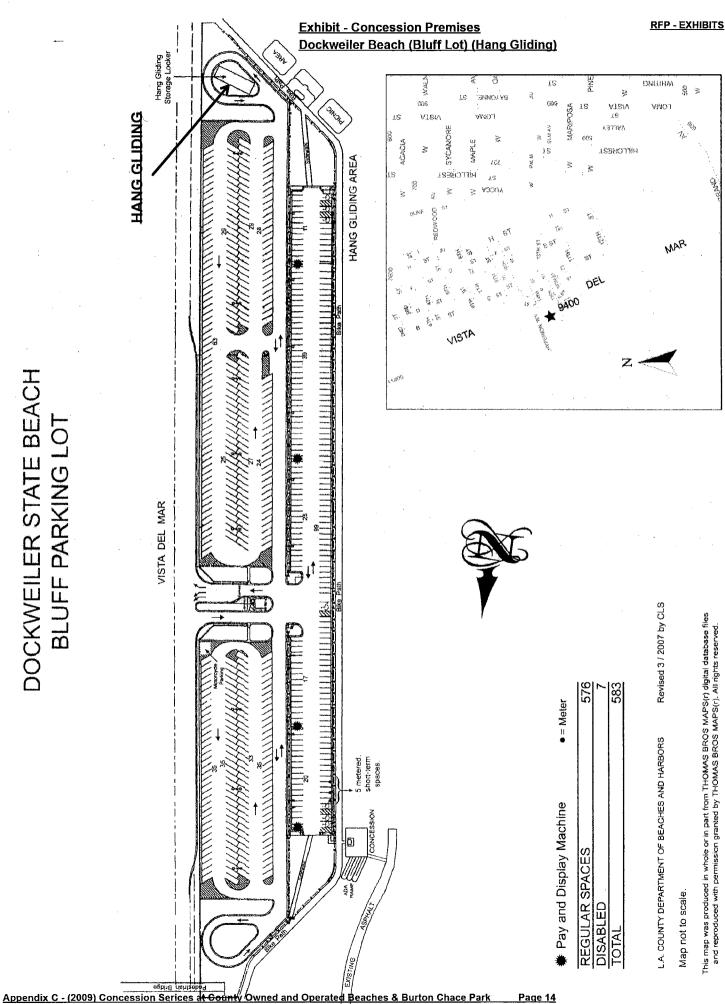




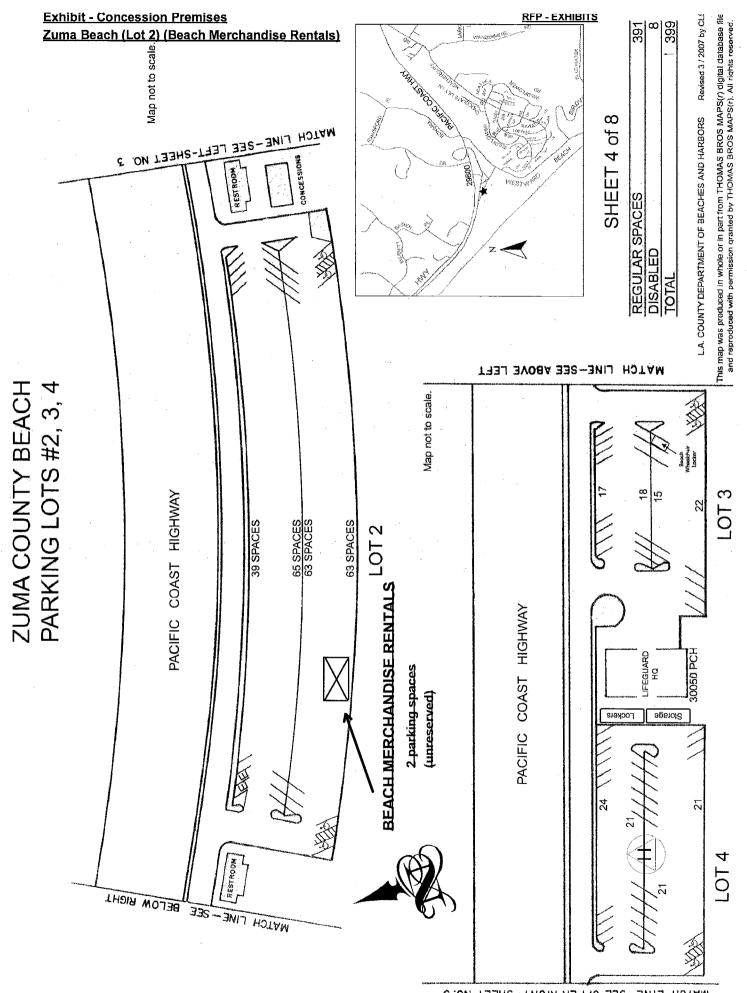


Appendix C - (2009) concession Services at County Owned and Operated Beaches & Burton chace Park

Page 13 (c)



Page 14



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## Exhibit-Authorized Activity (Mobile Food)

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to sell food and beverages from a Mobile Preparation Unit, and for no other use.

The County shall determine the area of the Premises.

The County reserves the right to authorize sales of similar merchandise by means other than Mobile Preparation Units and sales of different merchandise by similar equipment.

# Exhibit-Authorized Activity (Concession Stand)

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to sell food and beverages from the building on the Premises and provide tables and chairs outside the building but within the Premises and for no other use. The number and location of such tables and chairs shall be subject to approval by the Director.

The County shall determine the area of the Premise.

Furthermore, for the Concession Stand located in Burton Chace Park (Marina del Rey), Authorized Activity shall include providing chairs for rent during the July through September Burton Chace Park evening concert series. Said chair rental shall be made available to patrons for each of the concerts in the series. Concerts occur on a weekly basis, alternating each week between weekday and weekend nights. Licensee shall be responsible for providing chairs at least one (1) hour prior to the commencement time of each concert, and for collecting the chairs at the end of each concert. Type and construction of chair and liability insurance coverage are subject to Director's approval.

# Exhibit-Authorized Activity (Bike and Skate Rentals)

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to rent bicycles and skates from the designated locations on the Premises, and for no other use.

The County shall determine the area of the Premises.

Appendix C – (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 18

## Exhibit-Authorized Activity (Hang Gliding)

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized only to provide hang gliding lessons; supervision of those persons engaging in hang gliding activity on the Premises during Licensee's operating hours; and rental of hang gliding equipment on the Premises, and for no other use.

The County shall determine the area of the Premises.

Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 19

#### Exhibit-Authorized Activity (Beach Merchandise Sales and Rentals)

See Concession License Agreement, "Summary License Provisions", subsection (c), "Authorized Activity" and Paragraph 3, "Authorized Activity", of this License.

The Licensee is authorized to sell or rent such items as may from time to time be used on the beach including, but not limited to, chairs and umbrellas, sunscreen, sun block, caps, sunglasses, and other accessories items, and only after Licensee has received prior written approval from Director to sell any of such items.

The County shall determine the area of the Premises.

# Exhibit-County Owned Trade Fixtures Will Rogers Beach (Chautauqua)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

<b>□X</b>	Automatic Coffee Maker (Serial No)
	Bullet Proof Glass Windows (Serial No)
	Char-Broiler (Serial No)
X	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.
	Counters (Serial No)
X	Deep Fryer (Serial No)
	Electrical Panels (Serial No)
<b>X</b>	Entrance Security Doors (Serial No)
X	Formica and/or Stainless Steel Service Counters (Serial No.
<b>X</b>	) Fryer (Serial No)
X	Freezer (Serial No)
X	Grill (Serial No)
X	Hand Sink without Faucet (Serial No)
X	Ice Bin (Serial No)
<b>X</b>	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
<b>™</b>	Lighting Fixtures (Serial No)
	Menu Signs (Serial No)
	Oven Range (Serial No)
X	Refrigerator (Serial No)
	Salad Top Refrigerator (Serial No)
	Shutters (Serial No)
X	Soda Dispenser (Serial No)
	Soft Service Ice Cream Machine (Serial No)

RFP - EXHIBITS

X	Stainless Steel Sink (Serial No	)
X	Stainless Roll-Up Counter Service Door (Serial No.	)
X	Water Heaters (Serial No	) <sup>n</sup>
X	2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No	
	) 12" Slicer (Serial No)	)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit-County Owned Trade Fixtures Will Rogers Beach (Temescal)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

Π.	Automatic Coffee Maker (Serial No)	
	Bullet Proof Glass Windows (Serial No)	
	Char-Broiler (Serial No)	
	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No)	
	Counters (Serial No)	
	Deep Fryer (Serial No)	
	Electrical Panels (Serial No)	
	Entrance Security Doors (Serial No)	
	Formica and/or Stainless Steel Service Counters (Serial No)	
	Fryer (Serial No)	
· 🗖	Freezer (Serial No)	
	Grill (Serial No)	
	Hand Sink without Faucet (Serial No)	
	Ice Bin (Serial No)	
	Ice Cream Freezer (Serial No)	
	Ice Cube Dispenser (Serial No)	
	Lighting Fixtures (Serial No)	
	Menu Signs (Serial No)	
	Oven Range (Serial No)	
	Refrigerator (Serial No)	
	Salad Top Refrigerator (Serial No)	
	Shutters (Serial No)	
	Soda Dispenser (Serial No)	
	Soft Service Ice Cream Machine (Serial No)	

# Arrow Restaurant Equipment 5061 Arrow Hwy Montclair CA 91763

Phone	- : -	(909) 621-7428	Fax : (	(909) 624-2453 .

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# Arrow Restaurant Equipment 5061 Arrow Hwy Montclair CA 91763

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Page 23-2

## Arrow Restaurant Equipment 5061 Arrow Hwy Montclair CA 91763

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# Arrow Restaurant Equipment

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LOSA-3 LOS ANGELES, COUN BEACHES & HARBOR ATT:ACCOUNTS PAY/ 13483 FIJI WAY - TR MARINA DEL REY CA	S/BEACHES ABLE AILER 2 90292	· .	Ship to/Remark ARROW TO DELIVER GREG WOODELL 310- WILL ROGERS STATE PACIFIC COAST HIGH	BEACH	
(323) 267-2216 Note: 1. Special 3. Standard 4. Area			Delivery, decra ecrate, one dr	te, setup are iver	extra
•	Balance COD \$\$	To Inv	Your# P190861	Rep. 9 ART	
Item Number	Description		Ordered	Ship BIN	
delivery, set in place, installation, Driver to verify ck when deli	UNORDERED ITEMS REQUIRED ADVANCE TABCO UNIT QUOTE	ED BELOW	/	<u> </u>	
	516 N. BROADWAY,REDONDO				
SP-4	#93-63-54-18RL, 3-COMP. SIN "REGALINE", W/LEFT & RIGHT DRAINBOARDS, 18" W X 24" F DEEP COMPARTMENTS, 18" DF 16-GA/300 SERIES STAINLESS	HAND -B X 12" RAINBOARDS,		<b>.</b>	
	3 WEEKS TO SHIP FROM MFR.				
SP-4	#PS-15-84, S.S. POT RACK 15" W X 84" LONG		1.0	0.0	
	2/3 DAYS TO SHIP FROM MFR.				
	BE MADE, MINIMUM TRIP CHAI	RGE \$ 50.00 OR N	======= IORE WILL APPLY	$\left(\begin{array}{c} \mathcal{D}^{\mathcal{B}}\\ \mathcal{T}_{\mathcal{D}} \end{array}\right)$	
Received By in good condition Name in print Date	9-16-07	Packed	\$ verified by by cked by 	&	

# VAMLOIR FIREEZERS OF CAULFORING (CORPORTING) Weistantas Shis. Cor Gienez Chreattino (Stephenson States 1987) 他的原作 PAYALO R BRANKIGH (OTHIGE JERMINE HORAGE STATE OFFICE NEW MANAGERICE DEDERINO. (54K), distituing on a Block, 10 felt (177 Series Westers Ave 。 注意的 diamite (Crout) Werst Section and CAUSSIN Ling Wegnes, NW 89008 ORDER DAVE - Stor Shere Friennoi agor, (CA) \$410/810 State Officiale C ((2513) 2(3(3) (2)3(0)) (i ((150)) (31577 (2)336) (2)(6)(6)(7/2)(2(0) ((70)2) (31374-52)51410 SHPTO SHIPOME SHIP WAL SOLD TO STALL RADIE AND ) GUERIOMIATINO. GUU ISIMU 1993 TPUERENNES: OFFICER (NO., 1. Tanten (100) WARH HOUSE **UTAMS** 而怒 lotes(c);((r)(n)(c))) 10(0)6) #L (N(8). (enny, felale) UNIV: SHIE A CONTRACTOR OF A CONTRACT OF s in home the letters NHONDING TO DELYNGRY & BJOTTAN LYN I BRED NGORELL & JWR STERRING? ARTING AND SE LUETTED DURING ARTICLE IN CLEOCORD DURING THE ARTICLE SE SEA

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SERVICE EFFECTION OF 1992 FERMIONED AND PAST DUE AND DUNIES

We Sawlee What We Sall Page 23-5

RFP - EXHIBITS

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Stainless Steel Sink (Serial No. \_\_\_\_\_

Stainless Roll-Up Counter Service Door (Serial No. \_\_\_\_\_)

Water Heaters (Serial No. \_\_\_\_\_

2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No.

12" Slicer (Serial No.

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

\_\_\_\_\_\_ LICENSEE By: \_\_\_\_\_ Date: \_\_\_\_\_

#### Exhibit-County Owned Trade Fixtures Dockweiler Beach (Bluff Lot)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

	Automatic Coffee Maker (Serial No)
X.	Bullet Proof Glass Windows (Serial No)
X	Char-Broiler (Serial No)
<b>X</b>	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.
	)
X	Counters (Serial No)
X	Deep Fryer (Serial No)
X	Electrical Panels (Serial No)
	Entrance Security Doors (Serial No)
X	Formica and/or Stainless Steel Service Counters (Serial No.
	)
	Fryer (Serial No)
X	Freezer (Serial No)
X	Grill (Serial No)
	Hand Sink without Faucet (Serial No)
	Ice Bin (Serial No)
	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
X	Lighting Fixtures (Serial No)
	Menu Signs (Serial No)
	Oven Range (Serial No)
X	Refrigerator (Serial No)
X	Salad Top Refrigerator (Serial No)
X	Shutters (Serial No)
	Soda Dispenser (Serial No)

Appendix C – (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 25

#### **COUNTY'S TRADE FIXTURES**

#### DOCKWEILER II CONCESSION BUILDING

- 1. <u>Ice Cube Dispenser</u>: Unit shall be Manitowoc model QD0452A (or equivalent), with S-400 bin, air cooled condensing unit, 7/8"dice cubes, 380 lbs. storage capacity. 115V/1 phase, 0.75 HP motor. Unit size shall be approximately 30" wide, 34" deep and 60" high.
- 2. <u>Deep Fryer</u>: Unit shall be Dean model SR-38G, or SM-35G (or equivalent), gas fired 40 lb. capacity, 90,000 BTUH gas input with stand. Unit size shall be approximately 14" wide, 26" deep and 35" high with stand.
- 3. <u>Char-Broiler</u>: Unit shall be Wolf model super Char-broiler SCB-36C with stand (or equivalent) gas fired unit. Unit size is approximately 36" wide, 27" deep and 35" high with stand.

4.

- Refrigerator Unit: Unit shall be a Delfield model 6051-S (or equivalent), self contained two section unit, with adjustable shelves and stainless steel doors, 115V/1 phase, 1/3HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.
- 5. <u>Freezer Unit</u>: Unit shall be Delfield model 6151-S (or equivalent), self-contained two section unit with adjustable shelves and stainless steel doors, 115V/1/2 HP motor. Unit size is approximately 51" wide, 32" deep and 80" in height.
- Oven Range: Unit shall be a Wolf Challenger series 56" double oven range, CHR-4-1829-FT34 (or equivalent), with convection oven in place of 30,000 BTU standard oven. 214,000 BTUH, 155V/1 phase. Unit size is approximately 56" wide, 33" deep and 51-1/2" in height to the top of the back riser.
- <u>Salad Top Refrigerator</u>: Unit shall be a Delfield model 4448N-12 (or equivalent),
   48" salad top refrigerator, 12 pan inserts with salinite cutting top, 115V/1 phase.
   Unit size is approximately 48" wide, 32" deep and 36" in height. pans missing 0G
- Salad Top Refrigerator: Unit shall be a Delfield model 4448N-8 (or equivalent), 48" salad top refrigerator, 8 pan inserts with salinite cutting top, 115V/1 phase. Unit size is approximately 48" wide, 32" deep and 36" in height. Pans missing PG

RFP – EXHIBITS

	Soft Service Ice Cream Machine (Serial No.	)
<b>X</b>	Stainless Steel Sink (Serial No	)
	Stainless Roll-Up Counter Service Door (Serial No.	)
X	Water Heaters (Serial No.	)
X	2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No	· . ·
	)	
гі	12" Slicer (Serial No.	)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

By:

Date: \_\_\_\_\_

#### Exhibit-County Owned Trade Fixtures Manhattan Beach

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

	Automatic Coffee Maker (Serial No.		)	
	Bullet Proof Glass Windows (Serial No.		)	
· 🗖 .	Char-Broiler (Serial No	-	)	
DX.	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.			
⊐X	Counters (Serial No	)	)	
	Deep Fryer (Serial No			
X	Electrical Panels (Serial No			
<b>X</b>	Entrance Security Doors (Serial No	,		
<b>∷X</b>	Formica and/or Stainless Steel Service Counters (Serial No.			
	Fryer (Serial No.	)	)	
	Freezer (Serial No.			
	Grill (Serial No			
	Hand Sink without Faucet (Serial No.		)	
	Ice Bin (Serial No		)	
	Ice Cream Freezer (Serial No		)	
	Ice Cube Dispenser (Serial No.			
	Lighting Fixtures (Serial No.		)	
	Menu Signs (Serial No		)	
	Oven Range (Serial No	-	)	
	Refrigerator (Serial No		)	
	Salad Top Refrigerator (Serial No.		)	
Ľ <b>X</b>	Shutters (Serial No		)	
	Soda Dispenser (Serial No		)	
	Soft Service Ice Cream Machine (Serial No.		)	

Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 27

RFP - EXHIBITS

	Stainless Steel Sink (Serial No)	
X	Stainless Roll-Up Counter Service Door (Serial No)	
X	Water Heaters (Serial No)	
	2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No.	
	)	
	12" Slicer (Serial No)	

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

\_\_\_\_\_

LICENSEE

Ву: \_\_\_\_\_

Date:

#### Exhibit-County Owned Trade Fixtures Torrance Beach

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

	Automatic Coffee Maker (Serial No)
	Bullet Proof Glass Windows (Serial No)
	Char-Broiler (Serial No)
	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.
	) Counters (Serial No)
	Deep Fryer (Serial No)
	Electrical Panels (Serial No)
	Entrance Security Doors (Serial No)
Ē	Formica and/or Stainless Steel Service Counters (Serial No.
	Fryer (Serial No)
[ <b>D</b>	Freezer (Serial No)
	Grill (Serial No)
	Hand Sink without Faucet (Serial No)
	Ice Bin (Serial No)
	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
	Lighting Fixtures (Serial No)
	Menu Signs (Serial No)
	Oven Range (Serial No)
	Refrigerator (Serial No)
	Salad Top Refrigerator (Serial No)
	Shutters (Serial No)
	Soda Dispenser (Serial No)
	Soft Service Ice Cream Machine (Serial No)

# COUNTY OWNED TRADE FIXTURES TORRANCE BEACH

. 18634

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

2 4 L X	NCC RD   5 S. ANA AHEIM C (714) 52 (714) 52	HEIM A, 928 0-799 0-833	BEVD 305 9		E: FEB. 13TH 2003 B: HNTB TORRANCE CA. MR. JULIO TEL:(714) 801-7604 METRO OFFICE 949 5154:350
Ň	A NO,	<b>Ω</b> ΎΥ	חאט	EQUIPMENT DESCRIPTION	METRO OFFICE 949 515-3350
	1	4	ΕA	CORNER GUARD S/S 3 (X-3) X-48 (15 GA	
	2	1	EA	2 DOOR REACH IN FREEZER STAINLESS STEEL INTERIOR & EXTERIOR WITH CASTER 49 C.F.	
3	<b>)</b>	1_	EA ,	MARS AIR CURTAIN W/MICRO SWITCH 36" INSTALL BY OTHER	
4	·.	2	EA	2 DOOR REACH IN REFRIGERATOR STAINLESS STEE INTERIOR & EXTERIOR WITH CASTER 49 CU/FT	L
,5		î	EÅ	CHICAGO FILLER FAUCET 18" DOUBLE JOINT FAUCET # CF2331D801LC & E31 VALVE	
5		1	EA .	EXHAUST HOOD S/S CAPTIVE AIR 1410" X 410" WITH 2 DUCT	
7		1	LOT	EXHAUST DUCT, BLOWER. DELIVERY & INSTALLATION WITH 2 DUCT CONNECT TO ONE THRU OUT SIDE WAL	4
}	1	!	LOT	MAKE UP AIR SYSTEM AND DUCT WORK	L .
ł	. 1		LOT	FIRE PROTECTION SYSTEM TO PROTCET ALL UNDER HOOD COOKING EQUIPMENT ONLY	,
)	1		LOT	SIS TRIM (SKIRTING)	
	. 1		EA	REFRIGERATOR W/2 DRAWER EQUIPMENT STAND TRUE # TRCB-50 WITH CUSTOM EXTENSION LENGTH.	
	1		ÈA	COUNTER MODEL GRIDDLE 60" WITH THERMO CONTRC CONNERTON # CGT-60	
	2		EA	DEEP FAT FRYER DEAN 40 LBS, S,S POT	
	3		EA (	CUSTOM S/S SPREADER 12" W	
	1		EA 6	OPEN BURNER RANGE WITH OVEN U.S. RANGE	
	1		EA N	OP SINK FLOOR MOUNT	
	1 1		EA 3. EA C	-18" X 18" TUBS 2-18" W. DRAIN BOARD KITCHEN SINK HICAGO 18" DOUBLE JOINT SPOUT FAUCET	Page 29-1

# INVOICE/CONTRACT

•---. •

CONCUR 1125 S. A	NAHEIM	BLVD		FEB 1314 2003 HNTB TORRANCE CA.
ANAHEIM TEL:(714) FAX:(714)	520-799	9		MR JULIO TEL (714) 801-7604
ITEM NO.		J UNIT	EQUIPMENT DESCRIPTION	METRO OFFICE 949 515-4350
19	- 1	÷ EA	POT RACK WITH SHELF 7-6" WITH DOUBLE BAR AND 16 EA DOUBLE HOOK	
20	1	EA	3 COMP STEAM TABLE GAS WET DUKE	
21	. 1	EA	S/S TOP WORK TABLE 6'-0' X 30" GALV LEGS & UNDEP SHELF	
22	1	ΕA	UNDER COUNTERREFRIGERATOR 48" W TURBO AIR	
24	1	EА	CUSTOM S/S COUNTER 9-0" X 30" W/DOOR, AND MIDDLE SHELF	
-25		EA	РІŻŻA WARMER HATCO # FSDT 4-TIER GIRCLE RAGK WITH MOTOR	
-26	<b></b>	E <del>,</del> A	SANDWIGH WARMER HATGO # GRSDS-36D SLANT DISPLAY WARMER DUAL SHELF 120/60/1_1800 WATTS	
		EA-	HEAT LAMPS	
		<del>E</del> A	- COFFEE-MAKER-BUNN-O-MATIG # CDBC35 WITH 3 WARMER, AUTO DIGITAL BREWER CONTROL	
		EA	COUNTER TOP SOLF SERVE MACHINE TAYLOR # 702	-
30		EA	SLUSH MACHINE BUNN-O-MATIC # ULTRA-2	
31	1 1	EA SET	4 HOLE ICE CREAM FREEZER KELVINATOR # 4DF CASTERS FOR ICE CREAM FREEZER	
32	1		MOP RACK 18" W.	
33	1		1-18" X 18" TUB 1-18" W DRAIN BOARD PREP SINK CHICAGO 6" SPOUT FAUCET	
34	1		DIPPER WELL UNIT W/FAUCET	
35	1		CUSTOM COUNTER WITH OPEN SHELF S/S 19-0" W	
			PAGE-2-	-1
				age 29-2 TK

# INVOICE/CONTRACT

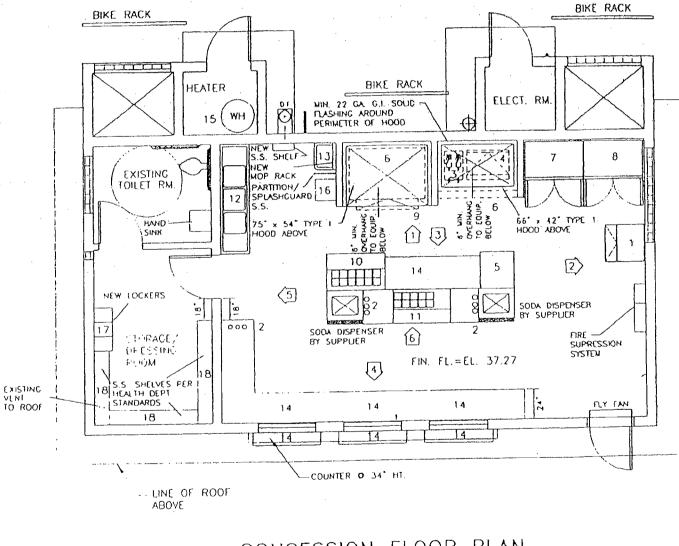
CONCORD EQUIPMENT CO 1125 S. ANAHEIM BLVD. ANAHEIM CA, 92805 TEU (714) 520-7999			DATE: FEB 13194 2003 JOB: HNT8 TORRANCE JA MR. JULIO TEL:(714) 801 7604
FAX (714)			METRO OFFICE 949-515-3350
ITEM NO			EQUIPMENT DESCRIPTION
35	3	EA	CASH REGISTER
37	5	- EA	SODA MACHINE WITH ICE DISPENSER
38	1	EA	CUBE ICE MAKER WITH 8:N HOSHIZAKI # KM-630MAF WITH B-900 ICE PRODUC 1470 LB /24 HOUR
39	1	EA	HOT WATER HEATEP
40	-Ci	SET	DRY-STORAGE SHELF 18" X 36" 4 TIERS 4 POST 72" H
41	ę.	SE1	DRY-STORAGE SHELF 18 X 48 4 TIERS 4 POST 72-H
42	2	EA	S/S HAND SINK WITH FAUCET
43	2	SET	SOAP & TOWEL DISPENSER
44	2		-TRASH GAN-32 GALLON WIDDLLY
45	1	LOT	S/S WALL FLASHING APPROX 24" X 8"
46	1	LOT	S/S WALL FLASHING APPROX 33' X 8'
			ABOVE ITEM NEED 4 WEEK TO ORDER, PRICE INCLUDE DELIVERY TO SITE, BUT NOT INCLUDED FINAL CONNECTION SUCH AS PLUMBING WORK, OR

CONNECTION SUCH AS PLUMBING WORK, OR ELECTRICAL WORK, FINAL SET UP ITEM NOT INCLUDED IS SINKS, STORAGE SHELF, WALL MOUNT RACK, PROJECT NEED 40% DEPOSIT, BALANCE DUE BEFORE SCHEDULE DELIVERY.

ACCEPT BY:

DATE

PAGE-3-



CONCESSION FLOOR PLAN

Page 29-4

RFP – EXHIBITS

	Stainless Steel Sink (Serial No.	)
	Stainless Roll-Up Counter Service Door (Serial No.	)
	Water Heaters (Serial No	)
	2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No	
_		
	12" Slicer (Serial No	)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

LICENSEE

Ву: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit-County Owned Trade Fixtures Zuma Beach (Lot 2)

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

	Automatic Coffee Maker (Serial No)
Ö	Bullet Proof Glass Windows (Serial No)
	Char-Broiler (Serial No)
х	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No
Ω.	Deep Fryer (Serial No)
X	Electrical Panels (Serial No)
x x	Entrance Security Doors (Serial No) Formica and/or Stainless Steel Service Counters (Serial No)
	Fryer (Serial No)
X	Walk-In Freezer (Serial No)
	Grill (Serial No)
X	Hand Sink without Faucet (Serial No)
	Ice Bin (Serial No)
	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
Х	Lighting Fixtures (Serial No)
	Menu Signs (Serial No)
	Oven Range (Serial No)
X	Refrigerator (Serial No)
	Salad Top Refrigerator (Serial No)
	Shutters (Serial No)
	Soda Dispenser (Serial No)
	Soft Service Ice Cream Machine (Serial No)
	Stainless Steel Sink (Serial No)

RFP - EXHIBITS

x x	Stainless Roll-Up Counter Service Door (Serial No Water Heaters (Serial No	)
	2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No	
	)	
	12" Slicer (Serial No	۰ ۱

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term. Licensee agrees to return the County Owned Trade Fixtures to County in good condition and repair, reasonable wear and tear excepted, at the end of the License Term.

Licensee certifies that following items are either not in the proper working condition or available when inspected; and upon repair/replacement by the County, in County's sole discretion, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

· · · · · · · · · · · · · · · · · · ·	····
,	
	LICENSEE
	LIVENDEE

Ву:\_\_\_\_\_

Date:

RFP - EXHIBITS

# Exhibit-County Owned Trade Fixtures Zuma Beach (Lot 5)

	· · · · · · · · · · · · · · · · · · ·
	Automatic Coffee Maker (Serial No)
	Bullet Proof Glass Windows (Serial No)
	Char-Broiler (Serial No)
X	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.
	)
	Counters (Serial No)
	Deep Fryer (Serial No)
	Electrical Panels (Serial No)
X	Entrance Security Doors (Serial No)
X	Formica and/or Stainless Steel Service Counters (Serial No.
	)
D	Fryer (Serial No)
	Freezer (Serial No)
	Grill (Serial No)
	Hand Sink without Faucet (Serial No)
	Ice Bin (Serial No)
	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
	Lighting Fixtures (Serial No)
X	Menu Signs (Serial No)
	Oven Range (Serial No)
	Refrigerator (Serial No)
	Salad Top Refrigerator (Serial No)
	Shutters (Serial No)
	Soda Dispenser (Serial No)
	Soft Service Ice Cream Machine (Serial No)
	Stainless Steel Sink (Serial No)
X	Stainless Roll-Up Counter Service Door (Serial No)
X	Water Heaters (Serial No)

Appendix C – (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 33

RFP	_ F X HI	BITS

2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No. \_\_\_\_\_)
 12" Slicer (Serial No. \_\_\_\_\_)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term.

Licensee certifies that following items are not in the proper working condition when inspected; and upon repair/replacement by the County, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

#### LICENSEE

By: \_\_\_\_\_

Date:

# Exhibit-County Owned Trade Fixtures Burton Chace Park

	Automatic Coffee Maker (Serial No)
	Bullet Proof Glass Windows (Serial No)
	Char-Broiler (Serial No)
	Cooking Grill Hoods, Ducts and Exhaust Fans (Serial No.
	)
	Counters (Serial No)
	Deep Fryer (Serial No)
	Electrical Panels (Serial No)
	Entrance Security Doors (Serial No)
	Formica and/or Stainless Steel Service Counters (Serial No.
_	)
· 🗆	Fryer (Serial No)
	Freezer (Serial No)
	Grill (Serial No)
	Ice Bin (Serial No)
	Ice Cream Freezer (Serial No)
	Ice Cube Dispenser (Serial No)
	Lighting Fixtures (Serial No)
	Menu Signs (Serial No)
	Oven Range (Serial No)
	Refrigerator (Serial No)
	Salad Top Refrigerator (Serial No)
	Shutters (Serial No)
	Soda Dispenser (Serial No)
	Soft Service Ice Cream Machine (Serial No)
	Stainless Steel Sink (Serial No)
	Stainless Roll-Up Counter Service Door (Serial No)
	Water Heaters (Serial No)

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# COUNTY OWNED TRADE FIXTURES BURTON CHACE PARK, Marina del Rey

#### DEPARTMENT OF BEACHES AND HARBORS

Inventory of Equipment at the Snack Bar in the Community Building Burton Chace Park - Marina del Rey

The County believes that the Trade Fixtures checked below are in the Premises, and, subject to the limitations hereinafter stated, may be used by Licensee during the License Term. The County has not inspected said Trade Fixtures, nor does it warrant or certify the availability or condition thereof.

Stainless Steel Items	County ID #'s
Fry Kettle/Stand	411513
Griddle, Stand, Hood & Fan	411514
Coffee Maker (Hot Water Maker)	
Roll-A Grill	411516
Boll Warmer	411517-
Freezer (22.4 Cubic Feet-Upright)	411518
Refrigerator (22.4 Cubic Feet-Upright)	411519
Double Sink	

RFP – EXHIBITS

2 Delfield 48"Sandwich Preparation Tables/Soda Coolers (Serial No.	
)	
12" Slicer (Serial No	)

The Licensee, or its authorized agent, has conducted personal inspection of the County Owned Trade Fixtures checked above, and found the Trade Fixtures are in proper working condition, except as otherwise stated below. The Licensee accepts said Trade Fixtures in an "AS-IS" and "WITH ALL FAULTS" basis, and in their present physical condition. The Licensee, by signing below, agrees to repair and maintain and make no demands upon the County for any repair and/or maintenance of said Trade Fixtures during the License Term.

Licensee certifies that following items are not in the proper working condition when inspected; and upon repair/replacement by the County, the Licensee agrees to repair and maintain and make no further demands upon the County for any repair and/or maintenance of following Trade Fixtures during the License Term:

#### LICENSEE

By: \_\_\_\_\_

Date:

# Exhibit-Concessionaire Owned Trade Fixtures and Equipment

(To Be Attached by Concessionaire)

Appendix C - (2009) Concession Services at County Owned and Operated Beaches & Burton Chace Park Page 37