



Caring for Your Coast

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**November 26, 2013**

**Addendum Three Invitation for Bids for Concession Services at County Owned and Operated Beaches and Burton Chace Park (IFB)  
IFB # DBH-50**

The Department of Beaches and Harbors issues Addendum Three to the IFB for Beach Concession Service at County Owned and Operated Beaches and Burton Chace Park, IFB #DBH-50, which was released on October 30, 2013. As indicated in the IFB, Section 1.9, County Rights and Responsibilities, the County may amend the IFB by written addendum. This addendum contains a portion of the IFB that has been amended, specifically, IFB-Introduction, Section 2.10.3, Forms, and IFB-Appendix A, Section 8.0, Security Deposit.

Updates and information can be accessed by visiting our website at <http://beaches.lacounty.gov/wps/portal/dbh/government/> and click on "Request for Proposals."

Thank you for your interest in our IFB. As a reminder, the deadline for receipt of bids is December 5, 2013, 3:00 p.m. (PST), and should be delivered to 13837 Fiji Way, Marina del Rey, CA 90292.

**The information hereunder supersedes any other information previously provided.**

**1. IFB-Introduction, Section 2.10.3, Forms, is amended as follows:**

**2.10.3 Forms:**

**1. Offer to Perform/Rent Proposal - Form 3**

Complete and sign the Offer to Perform/Rent Proposal (Form 1). Bidder shall submit the proposed rent for the Premises for the initial License Year. It is the responsibility of the Bidder in calculating the proposed rent to take into consideration the following:

- The cost of renovating/remodeling the Premises, where applicable, as well as the cost to secure and maintain the required insurance coverage as specified in Appendix A-Sample License, Paragraph 29.0, "Insurance Coverage." The County will not be responsible for repairs, maintenance, or improvements on or at the Premises prior to or during the license term.
- The License is subject to a possessory interest tax. It is in the best interest of all Bidders to contact the County Assessor's Office for information regarding possessory interest taxes before submitting a bid at (213) 974-0789 or visit its website at <http://assessor.lacounty.gov>.
- The adjustment to annual rent as provided for in Paragraph 6.0, "Rent", and Appendix A-Sample License.



Addendum Three  
 Invitation for Bids (IFB) for Concession Services at County Owned and Operated  
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The Offer to Perform must: (1) state whether the Bidder is an individual proprietor, partnership, joint venture, corporation, limited liability company or other form of entity; (2) identify persons authorized to accept service of legal process in California; and (3) identify the name, title, address and telephone number of each person who is authorized to bind the Bidder to performance of the Contract work.

The Offer to Perform/Rent Proposal-Form 3 shall be signed as follows:

- If an individual or sole proprietor, by the individual owner.
- If a corporation, by two authorized officers. If a partnership, by an authorized general partner.
- If a joint venture, by all joint ventures.
- If a limited liability company, by the managing member or other person(s) specifically authorized by the operating agreement.

A bid will be disqualified if the annual rent offered in the bid is lower than the amount listed under the Minimum Bid column below for the corresponding Concession Premises:

<b>Type of License</b>	<b>Concession Premises</b>	<b>Minimum Bid</b>
Mobile Food Facilities	1. Malibu Surfrider	\$ 4,200
	2. Royal Palms Beach	\$ 1,000
Concession Stand	3. Burton Chace Park, Marina del Rey	\$ 6,600
	4. Dockweiler Beach (Bluff Lot)	\$ 4,700
	5. Manhattan Beach	\$ 25,900
	6. Torrance Beach	\$ 10,900
	7. Will Roger Beach (Chautauqua)	\$ 5,900
	8. Will Roger Beach (Temescal)	\$ 27,500
	9. Zuma Beach (Lot 2)	\$ 30,500
	10. Zuma Beach (Lot 5)	\$ 30,500
Bike & Skate Rentals	11. Dockweiler Beach (Kilgore-Lot 2)	\$ 4,700
	12. Venice Beach (comprising three locations: Rose Avenue, N. Venice Boulevard, Washington Boulevard)	\$ 219,500
Hang Gliding	13. Dockweiler Beach (Bluff Lot)	\$ 4,400

**2. IFB-Appendix A, Section 8, Security Deposit, is amended as follows:**

**8.0 SECURITY DEPOSIT**

Prior to the commencement of the License Term, the Licensee shall pay to the County's Department of Beaches and Harbors an amount that shall be equal to thirty percent (30%) of the annual rent for the first License Year. Lessee shall have the right to maintain the Security Deposit in the form of cash or in the form of a certificate of deposit, letter of credit or other approved investment instrument acceptable to County with respect to form, content and issuer.

In lieu of payment, the Licensee may deposit the cash or the certificate of deposit amount in a bank, the deposits of which are insured under the Federal Deposit Insurance Act (12 U.S.C. 1811 et seq.) or a savings and loan, the deposits of which are insured under Title 4 of the National Housing Act (12 U.S.C. 1724 et seq.), provided that a certificate of deposit is delivered to the Director giving the County the sole right to withdraw any or all of said amount during the License Term and provided further that upon expiration of the then existing certificate of deposit, Licensee shall on or prior to the expiration of the then existing certificate of deposit deliver to the Director evidence satisfactory to Director of a new certificate of deposits. The Licensee shall be entitled to any and all interest accruing from the certificate of deposit.

The Security Deposit shall serve as security for the faithful performance of all covenants, promises and conditions assumed by Concessionaire herein, and may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, liquidated damages, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction and payment of mechanic's liens. Application of amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.

In the event any or all of the Security Deposit is applied in satisfaction or mitigation of damages, Concessionaire shall immediately deposit such sums as are necessary to restore the Security Deposit to the full amount required hereunder. The Security Deposit shall be returned to Concessionaire upon termination of this Contract, less any amounts that may be withheld there from by the County as heretofore provided.