REQUEST FOR PROPOSALS

FOR

Asilomar State Beach and Conference Grounds
Pacific Grove, California

ERRATA #2

July 17, 2008

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATION AND FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814

Future Site Plans

The successful proposer will be required to fund and manage implementation of the remainder of the State's Accessibility Plan for Asilomar Conference Grounds. The successful proposer will be required to expend ~~a minimum of~~ $15 million to complete such improvements as soon as possible without a significant impact to visitor services or rent to the State.

SAMPLE CONCESSION CONTRACT

FOR

Asilomar State Beach and Conference Grounds

AT

Pacific Grove, California

REVISED JULY 17, 2008

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATIONS, AND FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814

Asilomar Conference Grounds
CONCESSION CONTRACT
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by matters for which Concessionaire is not obligated by this Contract to repair or replace excepted, provided that such exculpatory provision shall not extend to any risk that Concessionaire is required to insure against as herein provided.

B. Transition Plan: Concessionaire shall cooperate with State to provide a smooth, coordinated transition from operations under the prior contract to the implementation of operations by Concessionaire under this Contract. Concessionaire shall work with State and the previous concessionaire in good faith to execute a "Transition Plan" and any closing documents necessary to ensure the continued provision of quality goods and services to the visiting public and a seamless transition in operations. Similarly, at the termination of this Contract, Concessionaire shall work in good faith to ensure a smooth transition to the next concession Contract.

C. Worker Retention: Concessionaire shall comply with the current Labor Agreement with Unite Here Local 483 until the expiration of said Agreement, marked as **Exhibit C** attached hereto and made part of this Contract, as it relates to concession employees. In addition, Concessionaire shall retain current and legally employed concession employees in the same or equivalent job classifications to the extent possible. Concessionaire shall give hiring preference to displaced employees of prior Asilomar concessionaires in order of seniority as determined by their total length of service under one or more previous Asilomar concessionaires. If a position in the employee's classification under the previous concessionaire is not available, employee shall be offered any other available position for which the employee is presently qualified. Concessionaire shall provide a reasonable period to train any employee eligible for retention for which no position is available in the employee's previous classification in order to qualify employee for another position.

5. RENT

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of (as proposed) or (__ percent as bid() of annual gross receipts, whichever sum is greater. Beginning at commencement of Contract Year ~~Six (6)~~ Two (2) and on the first day of every ~~fifth~~ Contract Year thereafter, the (amount as proposed) Minimum Annual Rent shall be adjusted to reflect changes in the Consumer

deposited into a Facility Access Account within 30 days of the commencement of each Contract Year until outstanding accessibility projects are complete. The total value of improvements made by Concessionaire towards the implementation of the State's Accessibility Plan shall be calculated in accordance with **Paragraph 18,** Construction and Completion of Improvements. If the total cost of facility improvements to complete the Facility Access Project, as proposed by Concessionaire and approved by the State, is less than fifteen million dollars ($15,000,000), an amount equal to the expenditure shortfall shall be deposited into the FIA, described in **Paragraph 6B** above or remitted as Rent, **Paragraph 5** at the State's discretion.

D. Operational Support Cost: In accordance with Public Resources Code Section 5080.25(c), and consistent with the State's Operating Program Guidelines as defined in **Exhibit F** attached hereto and made part of this Contract, Concessionaire shall pay, without offset, deduction, prior notice, or demand, the sum of five hundred thousand dollars ($500,000) during the first Contract Year to offset State's costs of operations (direct and indirect). This amount shall be divided into 12 equal payments of forty-one thousand, six hundred sixty-seven dollars ($41,667) and remitted to the State by the first of each month commencing with the first month's payment upon signature of this Contract by the Concessionaire. Beginning with the first month of the second Contract Year and annually thereafter, such payment shall be increased by 5%. Said payments shall be remitted to the State by the first of each month.

7. USE OF PREMISES

The Premises shall be used by the Concessionaire for the provision of high-quality visitor conference facilities and services in a manner and at a level consistent with or exceeding those traditionally provided at Asilomar and in accordance with the vision of the Park's General Plan. The manner of operation shall promote Asilomar's spirit of place; protect and accentuate the unique, one-of-kind nature of Asilomar; balance the dual objectives of providing a quality conference experience for park visitors and protecting the ecologically sensitive natural environment and Asilomar's historic integrity; and provide the opportunity for all visitors to relax and refresh.

Concessionaire shall operate the Premises in a manner that provides the public

The approved services to be provided by the Concessionaire include but are not limited to the following:

A. LODGING – Concessionaire shall operate all overnight lodging accommodations on site. Upkeep and improvements made shall be in accordance with the Concessionaire's Operation Plan, marked **Exhibit H**, as submitted by Concessionaire and approved by the State, and any annual updates to the Plan.

B. CONFERENCE FACILITIES – Concessionaire shall give priority to conference use of the Premises. Space not used for conference purposes may be made available to the public on a first-come, first-served basis, as approved by the District Superintendent or designee.

C. CROCKER HALL (DINING FACILITIES) – Concessionaire shall provide high-quality food services, including conference meals, on-site catering, and barbeque events. Such services shall conform to the provisions of **Paragraph 7J**, Healthy Foods Initiative. Alcohol may be provided in accordance with **Paragraph 17**, Alcoholic Beverages.

D. GIFT SHOP – Concessionaire shall operate a retail store offering gifts, sundries, toiletries, and souvenirs to the public. Gift and souvenir sales shall be limited to those items that are consistent with and support the mission of California State Parks and are appropriate for the public's use and appreciation of Asilomar. State reserves the right to review and approve or disapprove items offered for sale including such items that may be offered through the internet. Concessionaire shall prominently devote a minimum of 10% of sales space, for the display and sale of State Park exclusive merchandise ~~including State Park passes~~which may include State Park passes. State shall provide a list of the State Park exclusive merchandise to the Concessionaire.

E. ASILOMAR PARK OFFICE – STATE PARKS

Concessionaire shall provide to State for State's exclusive occupancy and use an Asilomar State Beach and Conference Grounds Park Office within conference grounds or other location acceptable to the State. Office equipment to be provided shall include but not be limited to items identified on **Exhibit L Furnishings and Equipment Inventory**, attached hereto and made part of this Contract.

1) Concessionaire shall, without cost to the State, provide office ~~equipment~~, furnishings, ~~computers, printers, scanner, copier~~, storage units, ~~supplies, materials and related accessories~~. All associated utility installation and service fees, including lines, wireless and high-speed internet access, shall be paid by Concessionaire.

2) Concessionaire supplied equipment shall meet State specifications and shall be maintained, upgraded, and/or replaced by Concessionaire in a manner and on a schedule consistent with State standards.

3) Concessionaire shall, without cost to the State, provide maintenance and housekeeping for the office and provided equipment.

F. ~~STATE PARK RESIDENTIAL HOUSING~~

~~Concessionaire shall provide to State for State's exclusive occupancy and use up to two (2) residences for State park employees. Concessionaire shall maintain and repair the exterior of residences in accordance with State standards~~.

G. MOTT TRAINING CENTER

Concessionaire shall provide and maintain accommodations and services necessary for the operation of State's annual training programs at the William Penn Mott Jr. Training Center located in the East Woods complex of Asilomar Conference Grounds ~~at the State's discretion~~. Use of Asilomar for State training programs is at the sole discretion of State. Lodging facilities include use of Deer Lodge, Live Oak and Tree Tops or equivalent. Concessionaire shall be responsible for maintenance and housekeeping of training facilities referenced in this section and the quality of goods and services provided to the training center and its participants shall be at least equivalent to those provided by Concessionaire to the public.

1). State shall pay Concessionaire for lodging and meals provided to training participants. Rates shall be assessed on a per person, per day basis at $~~50.11~~ 57.24 for full services, $~~28.76~~ 32.85 for meals only; and $~~21.23~~ 24.39 for rooms only during Contract Years One (1) through Five (5). Beginning with Contract Year Six (6) and every fifth Contract Year thereafter, Mott Center Rates shall be adjusted for changes in the Consumer Price Index as described in **Exhibit D**, **Consumer Price Index (CPI) Adjustments**.

2) Full services apply to participants who lodge and receive all meals on the grounds provided by Asilomar; meals only applies to participants who are not lodged on the grounds but receive meals on the grounds provided by Asilomar; rooms only applies to a participant lodged on grounds but does not take weekend or day-off meals provided the Training Center has furnished the Concessionaire with written notice within seventy-two hours (72) of those persons not taking meals.

3) In accordance with a Standard 213 Standard Agreement, a sample attached hereto and marked **Exhibit M,** each fiscal year, and subject to availability of funds, the State shall encumber approximately one million two hundred thousand dollars ($1,200,000) for payment to Concessionaire for the services provided by Concessionaire for the State's training participants. Upon satisfactory completion of services for each program, State shall pay Concessionaire in arrears upon receipt of invoice for services rendered. Invoices shall show the numbers and names of the training participants each day, per diem rate for each and the total amount due. Concessionaire shall submit invoice in triplicate to the State's Training Officer. It is the intent of the State to appropriate these funds each fiscal year using this Contract, once executed, as authority for these expenditures throughout the term of the Contract.

4) State shall have first right of refusal for exclusive use of the East Woods Complex guest rooms for Mott Training Center attendees for the nine-month period between September 16 through June 15 each year throughout the term of the Contract. State reserves the right to submit a written request to Concessionaire each year to make adjustments to the start or end dates of this nine-month schedule as State's needs change and any agreement to adjust the schedule shall be written. Concessionaire may also provide State with scheduling preferences.

5) With no earlier than two weeks notice to Concessionaire, State may use other available lodging or conference facilities on the Premises at the prevailing California State Government rate for lodging expenses.

6) State shall make a good faith effort to release all unassigned or unoccupied facilities ~~guest rooms, and use of the Madrone Conference Room~~, to Concessionaire for sale to the public at the earliest possible time. Upon written notification of release by State, Concessionaire may utilize such unoccupied facilities for

J. HEALTHY FOODS INITIATIVE: As the primary providers of food products in California State Parks, participation by concessionaires in the State's efforts to promote healthy and sustainable food practices is critical. To that end and in accordance with State's mission to "provide for the health" of Californians, Concessionaire shall promote the importance of healthy, locally and sustainable grown, organic foods from California, and shall use sustainable practices, organic ingredients, and recycled products whenever possible. These practices shall include the following:

1) To the extent possible, Concessionaire shall develop a network of local farmers and ranchers who are dedicated to sustainable agriculture and can assure a steady supply of pure and fresh ingredients from California.

2) Concessionaire shall offer a selection of food and beverage items that conform to the definition of "healthy" foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317 and Title 21, Section 101.

3) Concessionaire shall offer a selection of beverages with no sugar added, such as bottled water, natural fruit juices, and vegetable juice.

4) Concessionaire shall provide food products grown in California that are as pure and natural as possible, without synthetic additives, pollutants, or unnecessary packaging and marketing.

5) Concessionaire shall work with State to develop interpretive materials and programs that demonstrate the vital role of food in human culture, and how food affects quality of life.

6) To the extent possible, Concessionaire shall offer interpretive demonstrations regarding the sound and sustainable production of food and healthful and traditional means of cooking.

8. NATURAL RESOURCE MANAGEMENT PROGRAM

The popularity of Asilomar State Beach and Conference ~~Center~~ Grounds is due largely to its location in a natural setting along the coastline of beautiful Monterey Peninsula. Pine forest, native dunes, deer and other wildlife, tide pools, marine mammals, several endangered species and a mile of coastline are shared by visitors to

11. FACILITY IMPROVEMENTS

In accordance with **Paragraph 6,** Other Financial Requirements, Concessionaire shall establish and fund a Facility Improvement Account (FIA) for construction of new buildings and facilities, all improvements, development, alterations, and additions of buildings and facilities. These funds shall not be used for housekeeping and ongoing maintenance identified in **Paragraph 27** of this Contract. At State's direction, Concessionaire shall be responsible for the implementation of this program, including project planning, development, implementation, execution, and administration of any required construction contracts and the expenditure of funds from the FIA. State shall identify the projects, set priorities, and approve all program expenditures in advance.

Prior to initiating any facility improvement or construction project, and no later than sixty (60) days from the start of each Contract Year, Concessionaire shall meet and confer with the District Superintendent or his/her designee to discuss and review the annual ~~maintenance~~ plan for the expenditure of FIA funds during the current and future Contract Year(s). Subsequent to such meetings, State shall provide Concessionaire with specific written direction for each approved project. Such project direction shall follow the guidelines and directives of the General Plan and comply with all Historic Laws, Standards and Guidelines. Upon receipt of written direction for any project, Concessionaire shall adhere to **Paragraph 18** Construction and Completion of Improvements, to plan, design, undertake, and complete the specified project with due diligence.

Concessionaire shall provide State with monthly account statements issued by the financial institution holding the account. Within sixty (60) days after the conclusion of each Contract Year, Concessionaire shall provide to State an itemized statement document all expenditures from the FIA for the previous Contract Year. If said expenditures, as approved and accepted by State, exceed available FIA funds, the excess expenditure shall be credited to Concessionaire's account allocation for the following Contract Year. Any account balance, including accrued interest, shall carry over to the next Contract Year.

At any time, should State determine and so notify Concessionaire in writing that FIA funds have been expended by Concessionaire for purposes other than those

17. ALCOHOLIC BEVERAGES

Concessionaire may sell beer and wine for on-premises consumption, but only where such beer and wine is served with bona fide meals provided within the dining hall, or where served in other areas where meals are commonly provided, or where served in conjunction with guest gatherings catered on the Premises by Concessionaire. ~~No other alcoholic beverages shall be sold~~. Any exceptions to alcohol sales shall be consistent with State statute and policy and approved by the District Superintendent. A competent adult person twenty-one (21) years of age or over shall be on the premises at all times to supervise the sale of alcoholic beverages. Further, the sale of alcoholic beverages shall be subject to any regulations established for the State Park System by the Director of the Department of Parks and Recreation and the regulations established by the Department of Alcoholic Beverage Control. To protect the health and safety of park visitors and to preserve the peace within the park, the District Superintendent or designee, at his/her own discretion, may require Concessionaire to temporarily discontinue the sale of alcoholic beverages. Concessionaire shall work closely with the District Superintendent or designee in the development and management of its alcoholic beverage program. State reserves the right to prohibit or modify the manner and circumstances of the sale and/or service of alcoholic beverages by Concessionaire.

18. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. Facility Improvements: Any facility improvements undertaken by Concessionaire and approved by State including projects related to the Capital Improvement, Facility Improvement Account and State's Facility Access Plan shall comply with the following procedures. State reserves the right to modify these procedures as is reasonable and necessary for proper development of the facility and compliance with SOI Standards. For all Facility Plans whether proposed by Concessionaire or required by State, Concessionaire shall be responsible for the scheduling and securing of all environmental permits, design, construction permits, construction, construction mitigation measures, completion and installation of facility improvements, décor, equipment, fixtures, and furnishings as described in the

B. All documents and contracts for services related to the conservation of designated historic properties and "Reserved Property".

21. GROSS RECEIPTS

The term "gross receipts", wherever used in this Contract, is intended to and shall mean all moneys, property, or any other thing of value received by Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. Bad debt losses, including but not limited to accounts receivable, counterfeit currency, bad checks, and employee embezzlements, shall not be deducted from gross receipts.

Reservation deposits shall not be included in gross receipts until the services that related to the deposit have been rendered by Concessionaire or the reservation has been canceled and the deposit has been retained by Concessionaire in accordance with the deposit policy as approved in advance in writing by the State. Such advance deposits shall be retained in an interest-bearing joint trust account at a financial institution on the Monterey Peninsula subject to State's approval with duplicate statements sent to Monterey District office. All earned interest, including interest earned on a reservation deposit, shall be included in gross receipts for the month such earned interest earned by Concessionaire.

The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire; receipts from State park merchandise ~~passes~~ sold by Concessionaire; receipts from employees for meals provided at cost; gratuities or service charges paid to Concessionaire to the extent such gratuities or service charges are actually paid over to or properly due the employees of Concessionaire; receipts from refunds, discounts, rebates, or allowances received by Concessionaire from wholesalers or suppliers; receipts from the sale or trade-in value of equipment owned and/or used on the Premises by Concessionaire; administrative fees

"Alteration(s)"), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, regulations and SOI Standards. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

27. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall repair or replace any defective, dangerous, or unsanitary conditions without delay in accordance with **Paragraph 7** under Use of Premises of this Contract.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks. Concession housekeeping shall conform to California State Park standards.

Concessionaire shall be responsible for ensuring that all trails, footpath, boardwalks, beaches, and roadways and curbs in, on or adjacent to Asilomar State Beach and Conference Grounds are maintained in a trash-free condition. Concessionaire shall empty all receptacles throughout the park unit including the conference grounds, beach areas, and parking lots. Receptacles shall be placed at all State Beach access trails, entrances and throughout conference grounds. In addition, there shall be provisions to facilitate visitor collection and disposal of animal waste.

B. Maintenance and Repairs: Concessionaire shall maintain all facilities, buildings, structures, pathways, curbs, roads, trails, fire lanes, parking lots, boardwalks, fencing, equipment and personal property on the Premises in good condition and repair at Concessionaire's sole cost and expense at all times during the term of this Contract. Such maintenance shall conform to State Park and SOI standards. For the purposes of this Contract, the term "maintenance" is defined in **Exhibit B Contract Definitions**.

Concessionaire shall be responsible for ~~maintenance, repair and~~ in-kind replacement of facilities ~~along the coast and~~ within the Natural Dunes Preserve including all boardwalks, benches, ~~bridges, decomposed granite trails, beach access steps, drains, gazebo~~ and permanent fencing (split-rail and chain-link). Funds from the Facility Improvement Account may be used to supplement replacement over and above "in-kind" materials. State shall be responsible for maintenance and repair of facilities along the coast and within the Natural Dunes Preserve including boardwalks, benches, bridges, decomposed granite trails, beach access steps, drains, gazebo and permanent fencing, and in-kind replacement of these facilities along the coast. Vegetation management within these areas will be the responsibility of the State.

Concessionaire shall provide vegetation management around buildings and facilities within the Conference Grounds as part of the maintenance program. All

Asilomar State Beach & Conference Grounds

CONTRACT EXHIBITS (Revised 7/17/08)

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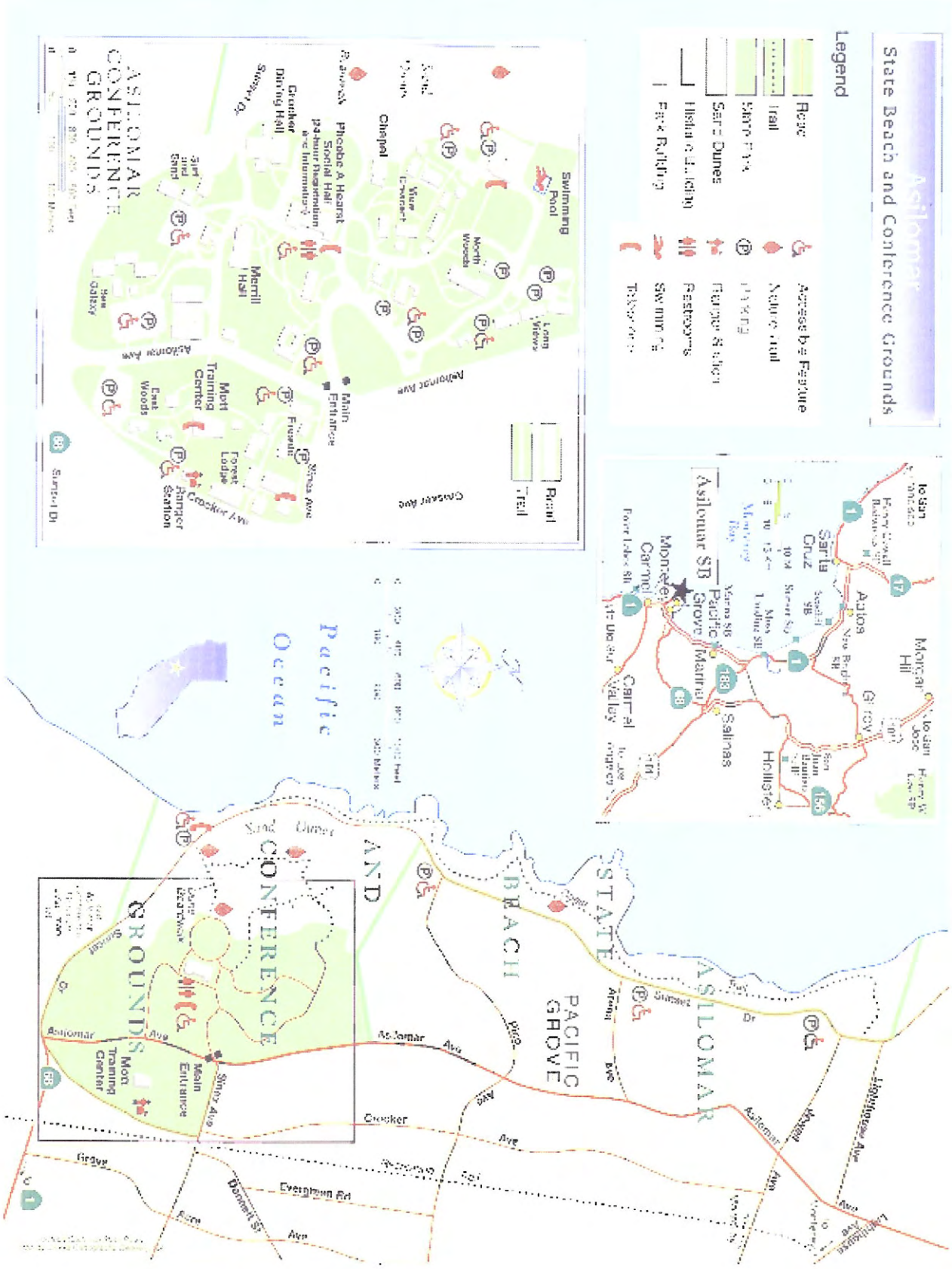
Revised Exhibits in Bold

Asilomar State Beach & Conference Grounds

EXHIBIT A – PREMISES (MAPS)



Asilomar State Beach & Conference Grounds

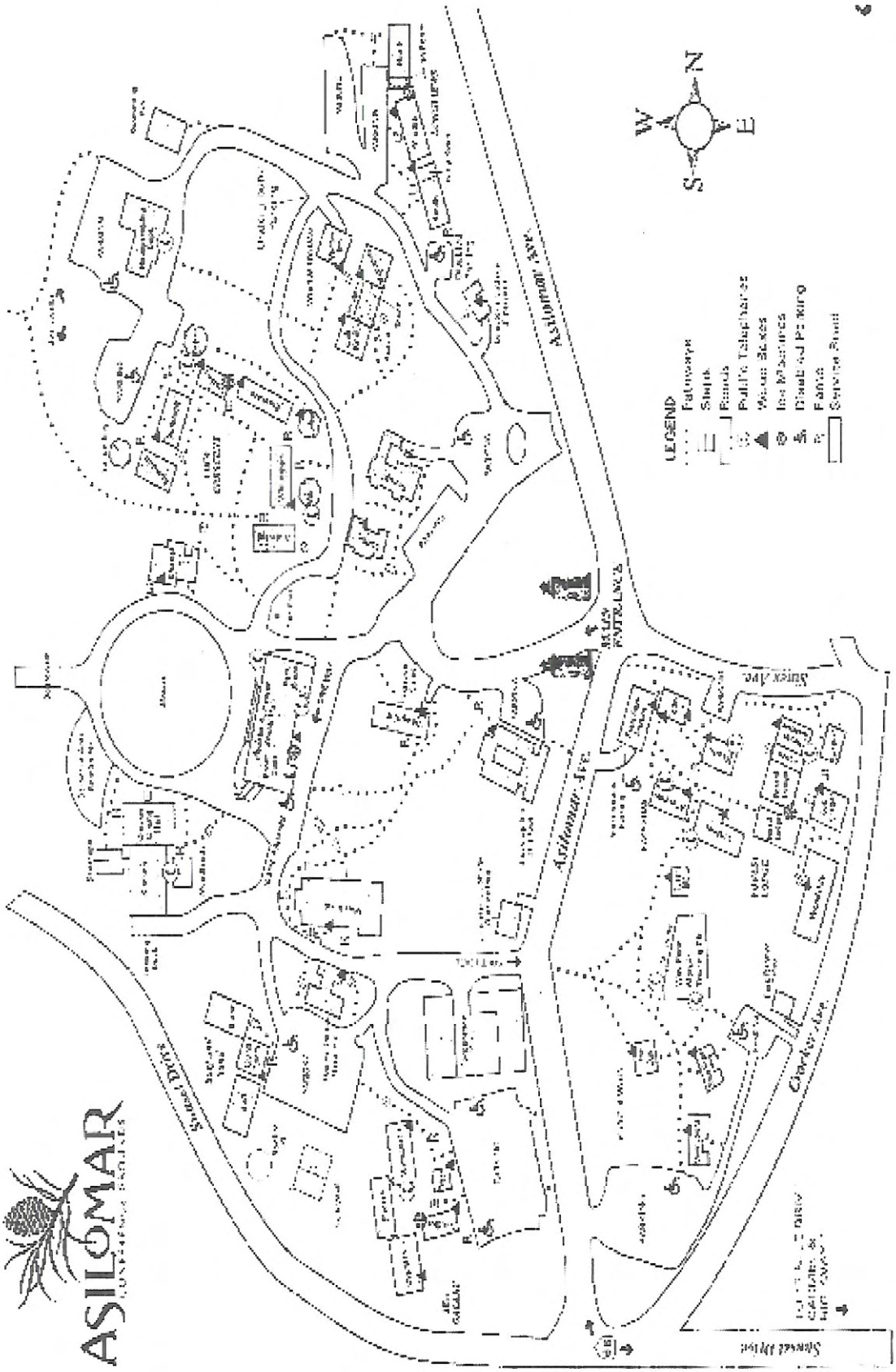


EXHIBIT A – PREMISES (Facilities Inventory)

Description	Date of construction	Location	State Park Facility Number	Approx. Measurement
roadways		conference grounds		
pathways		conference grounds		
trails		state beach		1.5 miles
fire lanes		conference grounds		
boardwalks		dunes & state beach		1 mile
steps		conf.grds. & state beach		
benches		conf. grnds, dunes, & state beach		
parking lots		conference grounds		
terraces		conference grounds		
*swimming pool	1927	conference grounds		
*stone pillars at entry road	1913	conference grounds		
stone pillars	1990s	state beach		
retaining walls		conf. grnds, dunes, & state beach		
fencing		conf. grds. & state beach		
volleyball court		conference grounds		
barbeque area		conference grounds		
bon fire areas		conference grounds		
*stile (historic)	1920s	dunes		
stile (contemporary)	1988	dunes		
gazebo	1991-92	state beach		
bridges	1990s	dunes & state beach		
native plant nursery	2000	conference grounds		
non-regulatory signs		conf. grnds, dunes, & state beach		

EXHIBIT A – PREMISES (BUILDING INVENTORY)

	Construction	on conference grounds		Facility Number	sq. footage	Rooms	Beds
*Phoebe Apperson Hearst Social Hall	1913	Historic Core	Julia Morgan	436-A-1-10-0-001	8,960		
*Park Office (Engineer's Cottage)	1913-1	Historic Core	Julia Morgan	436-A-1-10-0-002	961	2	4+sofa bed
*Grace Dodge Chapel Auditorium	1915	Historic Core	Julia Morgan	436-A-5-03-0-001	5,589		
*Health Cottage (Viewpoint)	1917	Historic Core	Julia Morgan	436-A-1-05-0-001	2,670		
*Mary Ann Crocker Dining Hall	1917-18	Historic Core	Julia Morgan	436-A-4-02-0-001	5,512		
*Visitor's Lodge	1917-18	Historic Core	Julia Morgan	436-A-2-03-0-002	3,276	18+liv rm	36
*Stuck-up Inn	1918	Historic Core	Julia Morgan	436-A-2-03-0-008	10,300	14+liv rm	28
*Scripps' Lodge Annex	1926	Historic Core	Julia Morgan	436-A-2-03-0-001	8,100	23+mtg&liv rm	36
*Director's Cottage	1926-27	Historic Core	Julia Morgan	436-A-3-05-5-001	7,875	4+ kit, liv rm	6
*Fleishhacker swimming pool & pool house	1927	Historic Core	Julia Morgan	436-A-1-13-2-001	440		
*Pirates' Den	1923	Historic Core	Julia Morgan	436-A-2-03-0-010	1,200	10+liv rm	14
*Merrill Hall	1928	Historic Core	Julia Morgan	436-A-2-10-0-001	10,800		
Surf (guest lodge)	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-2-03-0-009	3,200	4	16
Sand (guest lodge)	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-2-03-0-005	4,720	6	24
Surf and Sand meeting room	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-1-05-0-002	1,125		
Corporation (maintenance) Yard	1958-59		John Carl Warnecke	436-A-1-12-0-001	24,640		
Kitchen/Nook/halls/loading dock	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	7,961		
Seascape dining hall	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	1,875		
Woodlands dining hall	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	1,875		
Windward (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-006	3,230	8	32
Shores (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-004	2,888	8	32
Cypress (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-004	2,960	8	32
Nautilus meeting room	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-1-05-0-003	3,969		
Triton meeting room	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-1-05-0-004	2,304		
Housekeeping Headquarters	1965	Sea Galaxy Complex	John Carl Warnecke	436-A-2-05-0-001	6,160		
Long View North	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-011	3,162	10 + lounge	20
Long View Middle	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-012	3,162	10 + lounge	20
Long View South	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-007	3,162	10 + lounge	20
Breakers #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-025	2,040	8	18
Breakers #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-25A	3,000	12	24
Spindrift #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-026	1,920	8	14
Spindrift #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-26A	2,144	8	16
Whitecaps #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-024	3,000	12	24
Whitecaps #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-024	1,900	8	16
Dolphin meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-012	1,258		
Sanderling meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-013	1,258		
Marlin meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-010	1,258		
Curlew meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-011	1,258		
Willow Inn (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-021	4,176	12 + 2 lounges	24
Manzanita (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-023	4,176	12 + 2 lounges	24
Oak Knoll (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-022	4,176	12 + 2 lounges	24
Acacia meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-22A	750		
Toyon meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-23A	750		
Heather meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-1-05-0-009	1,650		
parking, North Woods underground	1973	North Woods Complex	Smith, Barker, Hanssen	436-C-6-01-2-002			
Live Oak (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-014	4,599	10 + liv rm	18
Tree Tops (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-015	4,599	10 + liv rm	18
Deer Lodge (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-013	4,599	10 + liv rm	18
Mott Training Center	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-1-10-0-003	10,695		
Hearth (guest lodge)	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-018	7,128	12 + liv rm	24
Embers (guest lodge)	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-017	7,128	12 + liv rm	24
Afterglow (guest lodge	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-016	7,128	12 + liv rm	24
Fred Farr Forum meeting room	1977-81	Fireside Complex	Mike Kelly	436-A-1-05-0-006	6,080		
Kiln meeting room	1977-81	Fireside Complex	Mike Kelly	436-A-1-05-0-005	1,316		
parking Fireside underground	1977-81	Fireside Complex	Mike Kelly	436-C-6-01-2-001			
Forest Lodge (guest lodge)	1977-81	Forest Lodge Complex	Clark Davis	436-A-2-03-0-019	17,600	10 + 1 suite	27+sofa beds
Woodside (guest lodge)	1977-81	Forest Lodge Complex	Clark Davis	436-A-2-03-0-020	6,756	12 + liv rm	24
Evergreen meeting room	1977-81	Forest Lodge Complex	Clark Davis	436-A-1-05-0-007	1,849		
Oak Shelter meeting room	1977-81	Forest Lodge Complex	Clark Davis	436-A-05-0-008	1,849		

*Designated National Historic Landmark

EXHIBIT B - CONTRACT DEFINITIONS

Buildings: lodges, meeting rooms, structures, shop, edifice

CEQA: California Environmental Quality Act; principal statute mandating environmental assessment of projects in California.

Equipment: shall include all apparatus used to support an operation or activity.

Facilities: roadways, pathways, trails, fire lanes, boardwalks, parking lots, terraces, swimming pool, fencing, volleyball court, barbeque and bonfire area, native plant nursery, services and amenities.

Furnishings: shall include all apparatus used to facilitate the comfort and convenience of the consumer.

High Quality High Quality or First Class as they apply to this contract include adjectives such as premium, choice, unequaled, incomparable, unique, desirable, ambiance, aesthetic, rustic, creative, and innovative.

Housekeeping: those activities concerned with keeping facilities and buildings clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and facilities.

Improvements: those activities that developments, upgrade, enhance, perfect, advance, expand, change for the better, enlarge, and increase.

Inventory: a record of equipment and furnishings.

Maintenance: all repairs, upkeep and care, replacements, but not limited to conservation, preservation work and protection, retention and preservation of the historic fabric and integrity.

Premises: real property of the state beach, conference grounds and the natural dune preserve.

Spirit of Place: a unique and extraordinary location that amazes the senses and astonishes the individual.

Program Support: the Natural Resource Management, Cultural Resource Management, and Interpretation and Education programs that are administered by the State Park staff.

EXHIBIT D – CPI ADJUSTMENT (REVISED 7/17/08)

In accordance with **Paragraph 5** of this contract, the **"Minimum Annual Rent"** shall be adjusted at the beginning of **contract year two (2)** and each contract year thereafter to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. Additionally, in accordance with **Paragraph 15** of this contract, the performance bond shall be adjusted at the beginning of **contract year two (2) and every ~~other~~ fifth contract year thereafter** to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. In accordance with **Paragraph 7G, Mott Training Center** rates shall be adjusted at the beginning of **contract year six (6) and every fifth contract year thereafter.**

CPI calculations shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Selected areas, all items index (1982-84=100) for San Francisco, California. Calculations shall employ the following formula:

"Base Index"	=	CPI Index published for the first full month preceding the commencement date of this contract.
"Year End Index"	=	CPI Index for the final month of the subject contract year.

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"Year End Index" - "Base Index"

Step #1: "Base Index" = % Change

Step #2: % Change **x** Year One (1) "Minimum Annual Rent"/Bond **=** Adjustment

Step #3: Year One (1) "Minimum Annual Rent"/Bond **+** Adjustment **=** New "Minimum Annual Rent"/Bond

EXHIBIT G

STATE'S ACCESSIBILITY PLAN FOR ASILOMAR ADA COMPLIANCE

(On 7/17/08 Exhibit G replaced with draft Mitigated Negative Declaration (MND), April 2008) Final contract may include an updated version of the MND.

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 27

8321	table	3894	stool, vanity		
8322	lamp, floor	3898	bed, double		
8323	chair	3899	bed, double		
8324	rack, lugage	3902	table, nightstand		
8325	iron/board	3903	painting, flowers		
8287	bed, murphy	3904	painting, flowers		
8288	bed, double	3905	chair, green upholstery w/arms		
8289	radio	3906	chair, desk		
8290	chair	3907	desk, writing		
8291	table	3908	radio	no s/n	
8292	chair	5286	bed, double		
8293	desk	5287	desk		
8294	lamp	5288	chair		
8295	wall art	2472	table, end w/ wrought iron lamp		
8296	wall art	2473	chair green overstufffed		
8297	wall art	2474	chair green overstufffed		
8298	wall art	2475	chair green overstufffed		
8299	lamp, floor	2476	chair green overstufffed		
8309	rack, luggage	2477	hassack (foot stool)		
8310	iron/board	2478	hassack (foot stool)		
8265	table, rosen small	2479	hassack (foot stool)		
8272	bed, murphy	2480	hassack (foot stool)		
8273	bed, double	2481	chair, easy brown leather		
8274	radio	2482	chair, easy brown leather		
8275	chair	2483	chair, easy brown leather		
8276	chair	2484	lamp, floor		
8277	desk	2485	lamp, floor		
8278	lamp	2486	table, card wood sq		
8279	wall art	2487	table, card wood sm rectangle		
8280	wall art	2488	chair, folding (steel)		
8281	wall art	2489	bookcase		

Beach wheelchair	1	Social Hall
Bicycles	20	Social Hall

STATE PARK OPERATIONS EQUIPMENT *(REVISED 7/17/08)*

Hours/ Mileage	Condition	Description	Quantity	Location	State Park Number
12929	Excellent	2007 Chevy Colorado administrative vehicle	1	state park office	1228933
54933	Fair	law enforcement vehicle	2	state park office	1035149
89980	Fair			state park office	955568
18098	Excellent	4X4 truck with ext cab	1	state park office	1201826
1041	Fair	electric cart - street legal	1	state park office	1143345
313.9	Good	electric cart	1	state park office	no plate
		portable radios	10	state park office	
		cellular phones	5	state park office	