

REQUEST FOR PROPOSALS

For

Wealthy Grower's Mansion

AT

California Citrus State Historic Park



November 10, 2010

June 1, 2011

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



NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the California Department of Parks and Recreation now is accepting proposals for the concession operation described below.

Concession Name:	Wealthy Grower's Mansion
Park Unit:	California Citrus State Historic Park
Proposal Closing Time & Date:	June 1, 2011 at 2:00 PM
Proposal Submission Location:	California Department of Parks and Recreation 1416 9 th Street, Room 1442-13 Sacramento, California 95814
Concession Type:	Bed and Breakfast, Reception/Events Center(s), and Restaurant Facilities
Contract Term:	Fifty (50) years
Annual Minimum Rent Bid	Guaranteed Annual Rent of Twenty Thousand Dollars (\$20,000) or Three Percent (3%) of Annual Gross Receipts, whichever is greater.
Concessionaire Capital Outlay:	Minimum of Three Million Dollars (\$3,000,000) to plan, design, permit, construct, furnish, equip and operate a facility to provide overnight lodging, food service, retail sales, and event and conference space.
Proposal Bond (due at time of proposal submission):	Ten Thousand Dollars (\$10,000)
Performance Bond (due at time of Contract execution):	One year's rental, as bid
Proposer's Minimum Years of Relevant Experience:	Five (5) Years
Optional Pre-Proposal Meeting:	November 30, 2010 at 1:00 PM

For more information or to purchase a copy of the RFP, call Laurie Donaldson, Concessions Specialist, Concessions, Reservations, and Fees Division at (916) 654-8924 or e-mail ldonaldson@parks.ca.gov. Interested parties may download a complimentary copy at www.parks.ca.gov/concessions.

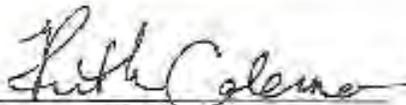

Ruth Coleman, Director

TABLE OF CONTENTS

SECTION 1 - PROJECT SUMMARY 1

1.1 GOAL & OBJECTIVES 1

Department Mission 1

Park Mission..... 1

Goal of this Request for Proposals (RFP)..... 1

Objectives of this RFP..... 1

1.2 GENERAL INFORMATION 2

Site Description 2

Historical Significance 2

Future Site Plans..... 3

1.3 CONTRACT SUMMARY 4

SECTION 2 - THE RFP PROCESS 6

2.1 PROPOSAL PROCESS..... 6

Tentative Proposal Dates..... 6

Optional Pre-Proposal Meeting 6

RFP Content Questions 6

Proposal Bond..... 7

Proposal Submission 7

Proposal Format & Content..... 7

Confidentiality of Proposals..... 7

Withdrawal of Proposals 8

2.2 EVALUATION PROCESS..... 8

Verification of Proposal Information 8

State’s Right to Reject Proposals, Waive Defects and Requirements..... 8

Supplemental Information 8

Proposal Evaluation 8

Contract Award Board..... 9

Contract Award 9

Protest of Award..... 9

2.3 CONTRACT EXECUTION 10

Preparation of Contract 10

Performance Bond and Insurance..... 10

Failure to Sign/Deliver Contract 10

SECTION 3 - THE PROPOSAL 11

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL..... 11

 I. *PROPOSER INFORMATION*..... 11

 II. *PROPOSAL INFORMATION* 13

 III. *PROPOSAL SUMMARY* 18

 IV. *CERTIFICATION OF PROPOSER INFORMATION*..... 18

 V. *PRIVACY NOTICE*..... 18

3.2 PROPOSAL EVALUATION CRITERIA..... 19

3.3 PROPOSAL EVALUATION SHEET 20

3.4 RFP REFERENCE MATERIALS 22

3.5 CONCESSION PROPOSAL, DPR 398..... 23

SAMPLE CONCESSION CONTRACT 24

SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Department Mission

The mission of California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Park Mission

The mission of the California Citrus State Historic Park is to preserve some of the rapidly vanishing cultural landscape of the citrus industry and to tell the story of this industry's role in the history and development of California.

California Citrus State Historic Park Declaration of Purpose

The purpose of California Citrus State Historic Park is to provide the proper facilities for the preservation and interpretation of representative portions of California's citrus culture so that the visitor may learn about the contributions that this industry has made to California's development and the relationships and effects that this industry has had on various people who were involved with citrus agriculture, including but not limited to various ethnic groups that have contributed to the growth of the citrus industry.

It is the function of the Department of Parks and Recreation at this historical unit to insure the development and maintenance of facilities and interpretation to fulfill the purpose of this unit in an environment enjoyable to the visitor.

Goal of this Request for Proposals (RFP)

The goal of this RFP is to award a fifty (50) year concession contract to an individual or business entity to plan, design, permit, construct, operate, and maintain a historic replica Craftsman, Mission, or Spanish Colonial-style wealthy grower's mansion commensurate with the Prime Interpretive Period, Peak of Industry from 1900 – 1935. The premises shall be used as a visitor-serving concession for the provision of overnight lodging, a full-service restaurant, retail sales, and reception/event space.

Sunkist Center

Optionally, proposers may include the operation and maintenance of the Sunkist Center, which consists of a rose-covered Craftsman-style gazebo, event/reception building and a landscaped courtyard that provides accommodations for up to 150 people. The Sunkist Center is currently operated by a non-profit management corporation under a separate concession contract for management of the citrus groves.

Objectives of this RFP

- Recreate the exterior/interior settings, including furnishings, styles, landscaping, and service representative of the home of a wealthy grower during the Prime Interpretive Period, Peak of Industry from 1900-1935, consistent with the Scope of Work, marked **Exhibit C** of the Sample Contract included within this RFP;
- Optimize visitor experience by offering quality goods and services with outstanding and friendly service;
- Promote public interest in the park through marketing strategies that complement the park's programs and operations.

1.2 GENERAL INFORMATION

Site Description

The proposed Wealthy Grower's Mansion, restaurant and conference facility site is located within California Citrus State Historic Park (CCSHP) in Riverside County. The park contains approximately 400 acres and is bounded by Van Buren Boulevard on the west, Dufferin Avenue on the north, Irvin Street on the east, and Firethorn Avenue on the south. Located in the City of Riverside, in the historic Arlington Heights green belt area, the park can be reached by Highway 91 approximately seven miles southwest of the Riverside City Center.

The park contains approximately 190 acres of citrus groves, including several varieties of navel oranges, lemons, and grapefruit. An arroyo bisects the park from south to north. The arroyo is a drainage tributary to the Santa Ana River. A dam located in the center of the park blocks the arroyo and creates Mockingbird Reservoir. The historic Gage Canal and related structures are also located within the park running east to west on top of the dam.

The design of the park is typical of the "City Beautiful Movement" that was underway during the park's interpretive period. The "park within the park" contains a 3,500 square foot Craftsman-style activity center. Also included is a Craftsman-style interpretive structure with a small stage and interpretive exhibits, a small bungalow-style comfort station, picnic/day use areas, extensive turfing meadow, and trails with associated interpretive panels leading out into the groves and up along palm tree-lined carriage roads to overlooking knolls. Parking for 190 total vehicles within the entire park including 90 spaces adjacent to project area is provided.

Historical Significance

Native Americans—primarily Cahuilla—were the first labor force in the citrus groves and helped construct the early waterworks. The area that is now Riverside County was inhabited for centuries by the Gabrielino, Serrano, Luiseño, Cupeño, Chemehuevi and Cahuilla tribes. Villages consisted of a few extended families that moved seasonally following the availability of food resources. However, only small numbers of native people were available for such work, and this, combined with the prejudice they encountered, eventually led to a decline in their presence in the citrus industry.

Native Americans were replaced in the late 1800s by Chinese workers brought to Riverside by Chinese labor contractors. By 1885 nearly 80 percent of the labor force was Chinese. The Chinese workers had considerable horticultural skills and knowledge making the citriculture enormously successful. However, the Chinese Exclusion Act of 1882, as well as a climate of anti-Chinese sentiment, caused their numbers to decline. With fewer Chinese available, Japanese immigrants moved in to fill the need. By 1900, the citrus industry in Riverside alone employed about 3,000 Japanese workers, hired through Japanese labor contractors. Between 1900 and 1920 the Japanese were the largest labor group in the citrus industry. However, anti-immigrant sentiment eventually drove the Japanese workers out, also. Around 1919 Hispanic workers began to arrive, along with other immigrant nationalities. They came with their families and formed communities wherever they worked. Hispanic workers quickly grew to supply 30 percent of the workforce. By the mid-1940s the Hispanic workers constituted approximately two-thirds of the citrus industry's labor force, while women became the mainstay in citrus packing houses.

The mission padres planted the first Mediterranean citrus varieties on the grounds of Mission San Gabriel around 1803, with the help of Cahuilla labor. William Wolfskill, a trapper from Kentucky, developed more acreage from seedlings he obtained in 1841. In the mid-to-late years of the 1800s, lemon, lime and orange trees thrived in what is now downtown Los Angeles. However, it was the Bahia, or Washington navel orange, a seedless orange thought to have originated in Brazil, that would revolutionize the industry. In 1873, Mrs. Elizabeth Tibbets, wife of an alfalfa farmer in Riverside, obtained two of these young trees from the U.S. Department of Agriculture in Washington, D.C. The seedlings matured into trees that produced fruit far superior to earlier varieties—it was sweeter and more flavorful, had no seeds, and its thick, easily-peeled skin protected it during shipping. Today nearly all of the Washington navel orange trees grown in California are descended from these two original trees, one of which still grows at the intersection of Arlington and Magnolia Avenues in Riverside.

Riverside, a pioneer agricultural settlement, was established in 1870 by the Southern California Colony Association. Conflicts over water erupted and by 1885 the newly formed Riverside Water Company began construction of an irrigation canal between the Santa Ana River and Riverside. In order to gain title to 640 acres on which he had filed a claim, Canadian jeweler Matthew Gage had three years to bring water to the land. Between 1885 and 1889, he built a canal 11.91 miles long from the Santa Ana River in San Bernardino and later extended it an additional 8.22 miles. The flume of the original canal—later replaced by the Mockingbird Reservoir dam—crossed Mockingbird Canyon. The canal effectively doubled the citrus producing area of Riverside and today supplies water to local citrus ranches and the groves of California Citrus SHP.

Future Site Plans

Proposed key components of a complete citrus producing community circa 1880-1935 include expansion of the Visitor Orientation Center; relocation of the Sespe Ranch Bunkhouse from Ventura County; construction of a replica historic Gage Canal “water flume” over the arroyo to serve as a pedestrian connection between the Visitor Orientation Zone and the Historic Zone; and an additional parking area.

Visitation to California Citrus SHP for the last five fiscal years is as follows:

2004/05 - 44,675; **2005/06** - 43,085; **2006/07** - 32,909; **2007/08** - 60,681;
2008/09 - 69,572

During FY 2008/09, the current concessionaire reported revenue of \$96,662 from receptions and events at the Sunkist Center.

NOTE: The preceding is for general information only; the State does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and park environs.

1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and understand all the terms and conditions of the Sample Concession Contract (included herein). The proposal should be based on the requirements of this contract in its entirety. The successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution. The intent of the contract is to provide the public with quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience and the educational, natural, and cultural resources of the park. The term of the contract is for a period of fifty (50) years.

Summary descriptions of some of the important contract provisions are described below.

At a minimum, the successful proposer will be required to:

1. At proposer's sole cost and expense, proposer must expend a minimum of three million dollars (\$3,000,000) to plan, design, permit, construct, equip, and furnish a historic replica of a wealthy grower's mansion for the provision of overnight lodging, restaurant facilities, retail sales, and event and conference space in accordance with the Sample Concession Contract including related exhibits. Facility construction shall include an additional parking area; expansion of leach field; and any necessary related utilities. Such facilities, furnishings, and equipment shall become property of the State at the conclusion of the 50-year contract term.
2. Optional operation and maintenance of the Sunkist Center event/reception building including a landscaped courtyard that provides accommodations for up to 150 people.
3. Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be the greater of twenty thousand dollars (\$20,000) or three percent (3%) of gross sales, whichever is greater.
4. Implement the State-approved Operation Plan, Facility Development Plan, and Interpretive Plan as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide accessible services and facilities that comply with ADA guidelines. These plans will become exhibits to the contract.
5. Manage, operate, and maintain the premises, facilities, furnishings, and equipment year round and in good condition throughout the term of the concession contract and in accordance with Department standards, accepted hotel industry standards and contract provisions.
6. Provide a continuing Performance Bond in the amount of one year's Minimum Annual Rent, as bid.
7. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.

8. Provide liability and fire insurance as required by the contract.
9. Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
10. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, and others.
11. Demonstrate compliance with labor laws as specified in the RFP.

The successful proposer will not:

1. Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State.
2. Charge prices in excess of those approved by the State.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department or the mission of the park.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

November 10, 2010.....	Opening Date - Publication of the RFP
November 30, 2010	Optional Pre-Proposal Meeting
December 17, 2010.....	Questions - Last date for proposers to submit written questions
January 4, 2011	Answers - DPR written responses to questions
June 1, 2011	Closing Date - Deadline for proposal submission
June 2011	Investigation and evaluation of Proposals
July 2011	Notification of "Intent to Award Contract"
August 2011	Award, preparation, and execution of contract
September 1, 2011.....	Contract commences

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

Optional Pre-Proposal Meeting

It is strongly recommended that the proposer or designated representative attend the optional pre-proposal meeting at 1:00 p.m. on November 30, 2010 at California Citrus SHP Visitors Center, 9400 Dufferin Avenue, Riverside, California 92504. The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Learn about the RFP process, including procedures for questions and answers, proposal submission, and contract award;
- Inspect the concession site and receive information on the park and facility history and Department plans for the park and the concession;
- Review the RFP document.

RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5 p.m. on December 17, 2010. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the Department by email or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.parks.ca.gov/concessions and sent by first-class mail to all identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions addressed to:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division, Room 1442-13
P.O. Box 942896
Sacramento, California 94296-0001
Attn: Laurie Donaldson
Fax: (916) 657-1856
ldonaldson@parks.ca.gov

Proposal Bond

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount Ten Thousand Dollars (\$10,000). By submitting a proposal bond the proposer agrees the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by the State. Further, by submitting a proposal, proposer agrees the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

Proposal Submission

The proposal, including the Proposal Bond, must be received by 2:00 p.m. on June 1, 2011 at:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division, Room 1442-13
1416 9th Street
Sacramento, California 95814

Proposal Format & Content

The proposal package must be sealed and clearly marked on the outside with "Proposal for Wealthy Grower's Mansion at California Citrus State Historic Park". Please submit an original plus **seven (7)** copies of the proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

Confidentiality of Proposals

All proposals submitted in response to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.). The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the State, its officers, employees, and agents from any claims, liability, or damages against the State, and to defend any action brought against the State for Proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after an "Intent to Award Contract" notice is published by the State.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the Department. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has past, proposals shall be irrevocable.

2.2 EVALUATION PROCESS

Verification of Proposal Information

The State will obtain credit reports and verify tax form information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the state will be contacting them concerning the financial and credit information furnished to the Department with the proposal.

State's Right to Reject Proposals, Waive Defects and Requirements

The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information

At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Proposers may be required to make a presentation to the Concession Contract Award Board.

Proposal Evaluation

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. The Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Form. **Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected.**

Contract Award Board

Concession Contract Award Boards are appointed by the Director of the Department, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the "Best Responsible Proposer". The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies or the private sector.

Contract Award

If an award is made, the award for a concession contract will be to the "Best Responsible Proposer" in accordance with Section 5080.23 of the Public Resources Code. The "Best Responsible Proposer" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Contract Award Board and approved by the Director. Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained.

Protest of Award

Based on California Code of Regulations, Title 14, Division 3, Chapter 3, Section 4400 and Department of Parks and Recreation policy, within ten (10) days after the Department has issued a notice of intent to award a concession contract for a term in excess of two (2) years following a request for proposals or invitation to bid, any proposer/bidder may file a written statement of protest against awarding of the contract with the Director of the Department. The statement shall be signed by the protestor, shall specify the grounds for the protest and may include a demand for a hearing. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director
California Department of Parks and Recreation
1416 Ninth Street, 14th Floor
P O Box 942896
Sacramento, California 94296-0001
Fax: 916-657-3903

A copy of the protest must be served on the Attorney General within the ten-day period by the proposer/bidder. Serve the Attorney General at:

California Department of Justice
Office of the Attorney General
Natural Resources Law Section
1300 I Street, 11th Floor
Sacramento, California 95814
Fax: 916-327-2319

If a protest is timely served and a hearing is demanded, or if the Director on his or her own motion orders a hearing, proceedings shall be conducted according to the Administrative Procedure Act, and the protest statement shall be treated as a statement of issues. Any recommendation or decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or

final action. If a hearing is not so demanded or ordered, the action of the Director shall be final.

2.3 CONTRACT EXECUTION

Preparation of Contract

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected proposal including the proposal's Operation, Facility Development, and Interpretation Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the contract or its exhibits as presented in the RFP and in the selected proposal may be made.

Performance Bond and Insurance

The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposal.

Failure to Sign/Deliver Contract

A failure of the successful proposer to sign and deliver the contract within thirty (30) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposal.

SECTION 3 - THE PROPOSAL

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute the proposal. Proposer must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify the proposal.

The proposal must be clear and unambiguous. It should clearly commit the proposer to enter into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

I. PROPOSER INFORMATION

A. Proposer Identification

Small Business Status

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. To claim this preference, proposals must include a copy of the Small Business Certification and Office of Small Business (OSB) identification number. To ensure a certifiable document, applications should be submitted to OSB well before the proposal closing day and properly identify a business type consistent with this RFP. It is the proposer's responsibility to contact OSB to verify the completeness of the application. Incomplete documents are not certifiable. Proposers may obtain an application for Small Business Certification from:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
(800) 559-5529 or (916) 375-4940
FAX (916) 374-4950

Certification will verify that the business is independently owned and operated; not dominant in its field of operation; has its principal office located in California; has officers domiciled in California; and together with affiliates is either a service, construction, or non-manufacturer with 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three (3) years, or a manufacturer with 100 or fewer employees.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the contract. Limited Liability Companies (LLC) must include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the Organization.

C. Individual Information

This section must be completed by each individual, partner, and member of joint ventures; CEO, officers, and holders of 25% or more of the company's shares for corporations; concession manager; and the managing member(s) of the organization identified on the LLC-12 for a limited liability company. The aforementioned identified individual(s) must also complete and sign the Authorization to Release Information in Section IV.

Experience

For the purpose of this RFP, proposers must have a minimum of five (5) years experience owning, managing or operating a business of similar type, size and scope as the concession operation set forth and described in this RFP. Proposals with less than the minimum experience will be disqualified.

Provide a narrative describing in detail the duration, extent, and quality of the proposer's education and business experience with special emphasis on the experience and qualifications related to the subject concession. Be specific with respect to the type and dates of experience, the proposer's role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships, and other factors that demonstrate an ability to successfully operate the proposed concession. Attach additional information as needed.

D. Statement of Financial Capability

Proposers must present evidence satisfactory to the State demonstrating their ability to finance, construct, operate, and maintain the concession facilities as proposed. For the purposes of this RFP, proposers must have the ability to access a minimum of Three Million Dollars (\$3,000,000). The proposer's statement of financial capability must include the source of funding and detailed information including:

Source of funding and cost of concession development: Identify and describe the specific source of funding that the business will use to undertake the project as proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners, etc.), provide documentation, such as a recent bank statement, balance sheet, income statement, and/or other supporting documents, to demonstrate these funds are available and unconditionally committed to this concession project. In addition, if funds are to be borrowed to finance any portion of the total investment, proposer must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification

that the loan will be consummated only upon award of an agreement with the State; otherwise the commitment must be irrevocable and unconditional.

Business Financial Statement: Use the Business Financial Statement to describe the current and true condition of the business' assets, liabilities, and net worth. Round figures to the nearest dollar. If the business is a partnership or joint venture, each general partner or joint venture must individually submit a Business Financial Statement. Proposer may provide copies of forms filed with the Internal Revenue Service, where applicable.

E. Credit Worthiness

Proposers must present evidence of credit worthiness. At a minimum, evidence should include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the FICA score. Any derogatory information listed on said reports must be explained. Below average FICA scores, outstanding debts, delinquent payment history on current concession contracts, and any other derogatory information may disqualify a proposal.

F. References

Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer's quality of experience and past performance. Proposers should submit one reference for each reference type required below. However, to adequately substantiate the claims made in the proposal, proposers are encouraged to provide three references that are familiar with the individual and business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, proposers should provide the references from the following sources:

- Financial References: Include the bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect the business performance and ability to fulfill contract obligations with other entities for the provision of goods and services.
- Vendor References: Proposers should provide vendor references if they are a pre-existing business currently utilizing vendors.

II. PROPOSAL INFORMATION

Provide Operation, Facility Development, and Interpretive Plans (as required) that addresses each of the checked elements in the Concession Proposal form (DPR 398). Each element of the Concession Proposal is described below. Proposers may submit additional information to describe and enhance their proposal. As a condition of the contract award, the successful proposer may be required to revise or further develop these plans to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plans will be incorporated as an exhibit to the contract and become an obligation of the concessionaire.

A. Operation Plan

The Operation Plan should address the following elements and must demonstrate an understanding of and commitment to achieving the objectives of this RFP. Greater consideration will be given to proposals that demonstrated proposer's ability to implement the plan and provide high-quality goods and services that are consistent with the intent of the RFP and the mission of the park. The proposal must also adhere to the operational requirements as described in the Sample Contract.

Vision/Mission Statement

The Vision/Mission Statement should capture both the State's and proposer's goals and objectives for the concession business and provide a clear philosophy.

Organizational Structure

Provide an organization chart and staffing plan that can guide the operation and ongoing management of the concession business. The plan should identify and define all job classifications to be used and the required job skills and qualifications. Describe the assignments, duties, and schedules for each staffing level considering contract requirements, the proposed hours of operation (see Sample Concession Contract), and any unique seasonal and peak use circumstances.

Business Start-Up

Describe a plan and timeline for the start-up of the concession operation.

Maintenance and Housekeeping

Provide a comprehensive plan to maintain the concession facilities in a first-class condition throughout the term of the contract. The maintenance plan should include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules. It should specifically describe provisions for periodic renovation and upgrade of the Wealthy Grower's Mansion facilities, equipment, and furnishings throughout the term of the contract.

Customer Service

Demonstrate an ability and clear commitment to successfully implement an effective customer service program. The plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Staffing and Training

Employee policies and training program should include, but are not limited to, personnel policies; hiring practices; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all park visitors.

Marketing and Advertising

The marketing program should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations.

Community Involvement

Commit to creating added value and benefits to the surrounding community and park visitors. This may include special events, educational programs, and community service activities. In addition, proposer should identify the special skills, knowledge, and resources needed and available to implement the plan.

Wealthy Grower's Mansion Facility Operations

Provide a detailed description of the proposed services, products, menus and other merchandise to be provided by the concession operation. Food and other sales items must be high quality and the selection varied. The products and services offered should meet or exceed the needs of the park users, and be compatible with and complimentary to the mission of the park.

Optional Sunkist Center Facility Operations

Proposer has the option to include the existing Sunkist Center as part of the proposed concession operation under this contract. As appropriate, describe any similarities or distinctions between the Sunkist Center and Wealthy Grower's Mansion operations. Provide a detailed description of proposed unique services to be provided within this portion of the concession operation.

Prices and Pricing Policies

Provide a price schedule for a representative sample of the products and services proposed. The plan should include a definitive description and explanation of the policies to be used to establish prices for food, beverages, products, and services. The policies should clearly demonstrate the relationship of pricing to product quality and portions. Implementation of these policies should provide park visitors with quality products at reasonable prices considering the competition of comparable markets for similar products, services and cost of doing business. Pricing policies should consider Sample Contract Section 5 Rent; and Section 14 Rates, Charges and Quality of Goods and Services.

Conservation and Recycling

Outline the proposer's approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The plan should clearly commit proposer to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

Healthy Foods Initiative

An important goal for this contact is the promotion of a healthy lifestyle in an environmentally-sustainable manner. Proposers should consider providing traditional menu items either updated to conform with the Department's healthy food requirements, or the addition of healthy food menu options.

B. Facility Development Plan

The Facility Development Plan should address the following elements and meet or exceed the objectives of this RFP to provide quality and accessible facilities. Greater consideration will be given to those proposals that clearly demonstrate an ability to implement the plan. In addition, the successful proposer must adhere to the facility requirements as described in the Sample Contract. Proposer's plan must include all the "Minimum Required Elements for a Qualifying Proposal" as set forth in Exhibit C, Scope of Work, of the Sample Contract.

Facility Improvement Plan

Describe plans for capital improvements incremental to those required by the RFP. Include resumes of proposed architects and contractors to be used and descriptions and/or schematic renderings of the work to be accomplished and furnishings, equipment, and amenities to be developed and installed. Lists, drawings, pictures, and diagrams may be submitted to illustrate and clarify plans. Proposer's plan must include all Minimum Required Elements for a Qualifying Proposal" as set forth in **Exhibit C**, Scope of Work, of the Sample Contract. Failure to meet this requirement will result in proposal rejection.

Accessibility

Commit to ensuring disabled visitors will have access to all of the services provided through the concession operation in accordance with the American's with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250.

Furnishings

Describe the intended physical facilities of the concession including furnishings, equipment, décor, and layout. Implementation of proposer's plan should provide first-class concession facilities that are consistent with park values and will enhance visitor services at the park.

Implementation

Describe proposer's plan, method, and commitment to meeting the Facility Improvement Plan. Specify the timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations.

Cost Estimates

Provide a detailed cost breakdown for the Facility Development Plan including the component elements of the plan. Proposer's plan must commit a minimum of Three Million Dollars (\$3,000,000) to plan, design, obtain permits, construct, equip, and furnish all concession facilities.

Landscape Plan

Describe proposer's plan for the installation, care and maintenance of all landscaped areas located within the premises.

Scope of Project Statement

Describe project team structure, citing team member qualifications, identifying roles and responsibilities, and a Statement of Qualifications (SOQ). Provide a structure of

proposed environmental, planning and A&E, and construction team, as outlined in Exhibit C of the Sample Concession Contract.

C. Interpretive Plan

The Interpretive Plan should address each of the following elements and demonstrate an understanding of the park's interpretive programs, and contribute to the overall interpretive messages of the park. More points will be awarded to proposals that integrate the park's interpretive theme into the daily operation of the concession.

(A reference list is provided herein to aid in the development of Interpretive Plans.)

Proposer's Relevant Experience

Describe proposer's experience, knowledge, skills, and abilities to develop and operate an interpretive program.

Business' Interpretive Theme

Describe the interpretive theme of the business including the specific years to be interpreted ("interpretive period"). For purposes of this RFP, the interpretive period shall be the Prime Interpretive Period, Peak of Industry from 1900 – 1935. Elements may include the environmental, cultural and historical aspects of California Citrus SHP.

Interpretive Programs and Activities

Describe plans for interpretive programs and activities. Interpretive activities should be conducted on a regular basis, integrating concession activities with the historic daily duties of a shopkeeper of the interpretive period. Describe plan to provide an interpretive program for multi-ethnic, multi-generational visitors.

Business' Ambiance

Describe plan to develop and implement historical ambiance including such things as historic characterizations, environment, costumes, furnishings, signs, wall treatment, advertising, window coverings, equipment, tools, display shelves, counters, tables, chairs, and cooking equipment.

Primary Education

Describe plan to provide an educational experience to school age (K-8) children.

Restaurant

Provide a detailed description of the food type(s) and service, tableware/utensils, menu, and menu boards, and any modern equipment that will be employed and how it will be disguised/camouflaged.

D. Rental Offer

The concessionaire will be required to pay as annual rent a guaranteed amount (Rental Guarantee) or a Percentage of Gross Sales, whichever is greater. Proposers shall bid both the Rental Guarantee and the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Rental Guarantee must be at least twenty thousand dollars (\$20,000) and the Percentage of Gross Sales must be at least three percent (3%). Any offer below the minimum rent requirements will result in proposal disqualification.

E. Concession Feasibility

Document proposer's ability to successfully initiate the proposed concession in a financially responsible manner, in accordance with the terms and conditions of the sample contract and the Operation, Facility Development, and Interpretive Plans (as applicable). This information must substantiate proposer's ability to: develop, furnish, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay the State the rental offered; and provide a reasonable return on the investment. Fiscal documentation that will be considered in awarding points includes a financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and similar documents.

III. PROPOSAL SUMMARY

The Proposal Summary should summarize relevant experience, knowledge, and expertise, and the Operation, Facility Development, and Interpretive Plans (as applicable) in 250 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION**A. Labor Law Compliance Certification**

A request may be made to the National Labor Relations Board for information regarding Administrating Hearing decisions against each proposer. Proposer must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or the proposal will be disqualified.

B. Proposer Certification

A completed certification must be included with the proposal or it may be disqualified.

C. Authorization to Release Information

A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal may be disqualified.

V. PRIVACY NOTICE

This section provides notice to proposers. No action by proposers is necessary.

3.2 PROPOSAL EVALUATION CRITERIA

Small Business Preference

5 Points

Five (5) points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience

15 Points

For the purposes of this RFP, proposers must have a minimum of five (5) years experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP. In addition, points are awarded for experience contracting with public agencies.

Operation Plan

20 Points

A maximum of twenty points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Facility Development Plan

25 Points

A maximum of twenty-five points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Interpretive Plan

10 Points

A maximum of ten points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Rental Offer

25 Points

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable rental offer* for each category of rent required (Rental Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Rental Guarantee (Minimum bid is \$20,000)

$$\frac{(\text{Bid Amount}) \text{ minus } (\$20,000)}{(\text{Highest Bid Amount}) \text{ minus } (\text{Guaranteed Rent})} \times 10 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is three Percent (3%))

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 15 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

*Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

3.3 PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

- I. PROPOSER INFORMATION
 - A. Proposer Identification _____ (pass/disqualify)
 - B. Business Information _____ (pass/disqualify)
 - C. Individual Information – Minimum Experience _____ (pass/disqualify)
 - D. Statement of Financial Capability _____ (pass/disqualify)
 - E. Credit Worthiness _____ (pass/disqualify)
 - F. Financial/Business/Vendor References _____ (pass/disqualify)
 - II. PROPOSAL INFORMATION
 - A. Operation Plan _____ (pass/disqualify)
 - B. Facility Development Plan _____ (pass/disqualify)
 - C. Interpretive Plan _____ (pass/disqualify)
 - D. Rental Offer _____ (pass/disqualify)
 - E. Concession Feasibility _____ (pass/disqualify)
 - III. PROPOSAL SUMMARY _____ (pass/disqualify)
 - IV. CERTIFICATION AND AUTHORIZATION
 - A. Labor Law Compliance Certification _____ (pass/disqualify)
 - B. Proposer Certification _____ (pass/disqualify)
 - C. Authorization to Release Information _____ (pass/disqualify)
- PROPOSER BOND** _____ (pass/disqualify)

Proposer must pass LEVEL I to qualify for further consideration.

LEVEL II RENT PROPOSED/CREDIT WORTHINESS & ABILITY TO FINANCE

- A. Rent Proposed Met/Exceeded Minimum Requirement _____ (pass/disqualified)
- B. Ability to Finance _____ (pass/disqualified)
- C. Credit Worthiness _____ (pass/disqualified)
- D. Compliance with National Labor Relations Act _____ (pass/disqualified)

Proposer must pass LEVEL II to qualify for further consideration.

LEVEL III PROPOSAL EVALUATION

- A. Proposer Information
 - Small Business Preference _____ / 5 Points
 - Experience _____ / 15 Points
- B. Proposal Information
 - Operation Plan _____ / 20 Points
 - Facility Development Plan _____ / 25 Points
 - Interpretive Plan _____ / 10 Points
 - Rental Offer _____ / 25 Points
 - Financial Feasibility _____ /Pass/Fail *

GRAND TOTAL _____/100 **Points**

Comments:

Board Member: _____ Date: _____

* A 'fail' rating in this category disqualifies the proposal.

3.4 RFP REFERENCE MATERIALS

REFERENCES FOR HISTORIC-STYLE CONCESSIONS

Accessibility

All Visitors Welcome: Accessibility in State Park Interpretive Programs and Facilities by Erika Porter. Published by the California Department of Parks and Recreation. Rev ed. 2003.

Historic Clothing and Fabrics

Dating Fabrics: A Color Guide, 1800-1960. By Eileen Jahnke Trestain. American Quilter's Society, Paducah, KY, 1998.

Thoughts on Men's Shirts in America, 1750-1900. By William L. Brown III. Thomas Publications, Gettysburg, PA, 1999.

Gohn Brothers Clothing—broadfalls, & men's plain dress.

www.nonviolence.org/martink/goohn_brothers_broadfalls_mens_plain_dress.php

Interpretation

Environmental Interpretation: a Practical Guide for People with Big Ideas and Small Budgets by Sam Ham. Published by North American Press.

Past into Present: Effective Techniques for First Person Historical Interpretation by Stacy Roth. University of North Carolina Press, Chapel Hill, 1998.

Interpretation of Historic Sites. By William T. Alderson and Shirley Payne Low. American Association for State and Local History, Nashville, TN.

3.5 CONCESSION PROPOSAL, DPR 398

SAMPLE CONCESSION CONTRACT

CONCESSION CONTRACT

FOR

Wealthy Grower's Mansion

AT

California Citrus State Historic Park

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

Wealthy Grower's Mansion
CONCESSION CONTRACT
INDEX

1.	DESCRIPTION OF PREMISES	2
2.	CONDITION OF PREMISES	2
3.	TERM	2
4.	FINANCIAL REQUIREMENTS	3
5.	RENT	3
6.	USE OF PREMISES	6
7.	BONDS	8
8.	INSURANCE	9
9.	ALCOHOLIC BEVERAGES	11
10.	CONSTRUCTION AND COMPLETION OF IMPROVEMENTS	12
11.	CONTRACT NOTICE	17
12.	RECORDS AND REPORTS	18
13.	GROSS RECEIPTS	19
14.	RATES, CHARGES AND QUALITY OF GOODS AND SERVICES	19
15.	PERFORMANCE EVALUATIONS AND INSPECTION	20
16.	HOLD HARMLESS AGREEMENT	20
17.	TAXES	21
18.	MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS	21
19.	PERSONAL PROPERTY	22
20.	HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL	23
21.	UTILITIES AND SERVICES	24
22.	RESOURCE CONSERVATION	25
23.	HAZARDOUS SUBSTANCES	27
24.	EQUIPMENT	29
25.	SIGNS AND ADVERTISING	29
26.	PHOTOGRAPHY	29
27.	INTELLECTUAL PROPERTY RIGHTS	29
28.	PARTICIPATION IN STATE PARK MARKETING PROGRAMS	31

29. DEFAULT BY CONCESSIONAIRE 31

30. STATE'S REMEDIES 33

31. DEFAULT BY STATE..... 37

32. STATE BUY-OUT PROVISIONS 37

33. SURRENDER OF THE PREMISES; HOLDING OVER..... 38

34. NO RECORDATION; QUITCLAIM 39

35. ATTORNEYS FEES 40

36. EXPATRIATE CORPORATIONS 40

37. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES 40

38. NONDISCRIMINATION..... 41

39. DISABILITIES ACCESS LAWS..... 42

40. DRUG-FREE WORKPLACE 42

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION..... 43

42. CHILD SUPPORT COMPLIANCE ACT..... 43

43. CONFLICT OF INTEREST..... 43

44. WAIVER OF CLAIMS..... 44

45. WAIVER OF CONTRACT TERMS..... 44

46. INTERPRETATION OF CONTRACT 45

47. DURATION OF PUBLIC FACILITIES..... 45

48. TIME OF ESSENCE..... 45

49. EMINENT DOMAIN 45

50. TEMPORARY TENANCY..... 45

51. SECTION TITLES 45

52. CONTRACT IN COUNTERPARTS 45

53. INDEPENDENT CONTRACTOR 46

54. ASSIGNMENTS AND SUBCONCESSIONS..... 46

55. MODIFICATION OF CONTRACT 46

56. UNENFORCEABLE PROVISION..... 47

57. APPROVAL OF CONTRACT 47

58. STATE'S DISTRICT SUPERINTENDENT 47

EXHIBIT A – THE PREMISES 49

EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA 52

EXHIBIT C – CONCESSIONAIRE’S SCOPE OF WORK 53

EXHIBIT D – CONCESSIONAIRE’S OPERATION PLAN..... 84

EXHIBIT E – CONCESSIONAIRE’S FACILITY DEVELOPMENT PLAN 85

EXHIBIT F – CONCESSIONAIRE’S INTERPRETIVE PLAN 86

EXHIBIT G – DPR 54, CONCESSIONAIRE’S MONTHLY REPORT OF OPERATION 87

EXHIBIT H - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT 89

EXHIBIT I - DPR 531, CONCESSION PERFORMANCE RATING 93

EXHIBIT J - DRUG FREE WORKPLACE CERTIFICATION..... 95

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For

Wealthy Grower's Mansion

Located In

California Citrus State Historic Park

Riverside County

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State", and **ConcessionaireName DBA FictitiousBusName** of CityState, hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities; and

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **DESCRIPTION OF PREMISES**

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive concession in California Citrus SHP at the location(s) as set forth in **Exhibit A**, attached to and made a part of this Contract (the "Premises").

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This Contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

2. **CONDITION OF PREMISES**

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this Contract. Concessionaire agrees to accept Premises in their presently existing condition, "AS IS", and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract.

3. **TERM**

The term of this Contract shall be for a period of fifty (50) years, commencing upon the date of opening of the Wealthy Grower's Mansion for public use as approved in writing by State. However, this contract shall not be effective until all required approvals are provided by the Department of Parks and Recreation, the Office of the Attorney General and the Department of General Services, as shown below. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this

Contract in Section 33, "Surrender of Premises; Holding Over", of this Contract, with continuous Consumer Price Index adjustment, as defined below, subject otherwise to all the terms and conditions of this Contract.

For purposes of this Contract, the term "Contract Year" shall mean each one-year period of time that commences on the commencement date identified above, extending twelve (12) months therefrom, and continuing from each anniversary throughout the term of the Contract.

4. **FINANCIAL REQUIREMENTS**

A. Facility Development: Concessionaire shall plan, design, construct, and complete all concession facilities as described in Concessionaire's Facility Development Plan, attached hereto as **Exhibit E**, without cost to State and in compliance with State's Guidelines for Construction and Completion of Improvements, with a minimum expenditure of three million dollars (\$3,000,000) [or as bid]. Any penalties, lien charges, and/or costs to resolve construction related disputes shall not be included in the minimum expenditure amount. After completion of all concession facility development and acceptance by State, if there remains an unspent balance of the three million dollars (\$3,000,000) [or as bid], Concessionaire shall pay this unspent balance to State as an additional rental payment within thirty (30) days from State's acceptance of the concession facility development.

5. **RENT**

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of Twenty Thousand Dollars (\$20,000) [or as bid] or Three Percent (3%) [or as bid] of gross receipts, whichever sum is greater.

Beginning with Contract Year Six (6) and on the first day of each subsequent five (5) year period thereafter, the Guaranteed Minimum Annual Rent shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B**, attached to and made a part of this Contract.

Concessionaire shall make payment of Minimum Annual Rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15th) day of the month following the opening of the concession for business, and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, "Concessionaire's Monthly Report of Operation", attached hereto as **Exhibit G**, or in a format previously approved by the State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and delivered to the District Office identified herein below or at such other location as may from time to time be designated by State. If, at the end of the Contract Year, the total of monthly percentage rental payments made (or due) during that Contract Year is less than the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to State with the last monthly sales statement for the Contract Year. Payments must be received by State on or before the fifteenth (15th) day of the month as described above. Any late payment shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late payment will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late payment. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this Contract. Concessionaire shall pay the late charge as additional rent

shall pay the late charge as additional rent with the next monthly rent payment.

_____ **[Initials of concessionaire(s)]**

Any amount due to State, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire. Payment of interest shall not excuse or cure any default by Concessionaire.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late payment, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined in the sole discretion of State.

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

6. **USE OF PREMISES**

The Premises shall be planned, designed, constructed, equipped, furnished, managed, operated, and maintained as a historic replica Craftsman, Mission, or Spanish Colonial style wealthy grower's mansion reminiscent of the Prime Interpretive Period, Peak of Industry from 1900 – 1935. The Premises shall include bed and breakfast style lodging with up to 14 guest rooms and full bathroom facilities in each room, a full-service restaurant, and an event/reception room to accommodate up to 300 guests along with visitor-serving amenities that shall be accessible and subject to the use and enjoyment of the general public. Facility construction shall also include an additional parking area; expansion of leach field; and any necessary gas lines. Optionally, in addition to the Wealthy Grower's Mansion, Concessionaire may operate and maintain the Sunkist Center, which includes a rose covered Craftsman-style gazebo, event/reception building accommodating up to 150 people and a landscaped courtyard.

Healthy Foods Initiative: As the primary food providers 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 sustainably grown, organic foods, 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.
- 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 tomato juice.
- 4) To the extent possible, Concessionaire shall provide food products that are as pure and natural as possible, without synthetic additives, pollutants, or unnecessary packaging and marketing.
- 5) To the extent possible, Concessionaire shall 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 and cooking classes regarding the sound and sustainable production of food and healthful and traditional means of cooking.

The Use of Premises will be consistent with the State approved "Operation Plan", "Facility Development Plan" and "Interpretive Plan" as proposed by Concessionaire and modified by State as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved "Operation Plan", "Facility Development Plan" and "Interpretive Plan" are incorporated herein and made part of this Contract as **Exhibits D, E, and F**, respectively.

Once opened for public use, Concession services shall be provided 24 hours per day, each day throughout the term of the contract. In the event of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

7. **BONDS**

A. All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

B. **Performance Bond:** Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond (which may be renewed annually) in the amount equal to one (1) year's Guaranteed Minimum Annual Rent payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

C. **Construction Payment Bond:** Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee payment by Concessionaire of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect the State from any liability, losses, or damages arising therefrom. In no event shall Concessionaire allow the imposition of a mechanics' lien or other lien on the concession property, and at its sole expense shall take all steps to remove such liens or the threat of such liens.

D. Construction Performance Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee faithful performance of the construction by Concessionaire.

E. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this Contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this Contract, Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five thousand dollars (\$5,000), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this Contract or applicable law, including the right to terminate this Contract and seek the payment of damages.

_____ **[Initials of concessionaire(s)]**

8. INSURANCE

A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following insurance:

- 1) Commercial Liability Insurance: Concessionaire shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate. The policy shall include coverage for

coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury.

2) Liquor Liability: Where alcohol sales are permitted, Concessionaire shall include liquor liability with limits no less than \$1,000,000.

3) Automobile Liability: Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of motor vehicles including owned, hired and non-owned motor vehicles used by Concessionaire in the conduct of business under this Contract.

4) Workers' Compensation Insurance: Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required.

5) Property Insurance: Concessionaire shall provide property coverage for damage caused by fire, vandalism or natural disaster with limits based on the estimated replacement value of facilities occupied by Concessionaire.

B. In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed

property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this Section be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

C. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire's limit of liability. The policy must include the State of California, Department of Parks and Recreation, its officers, agents, employees and servants as additional insured. This endorsement must be supplied under form acceptable to State.

Any subcontractors shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire

D. Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to State. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, State may, in addition to other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

E. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this Section, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

9. ALCOHOLIC BEVERAGES

Concessionaire may sell or provide beer and wine, and/or distilled spirits for on-premises consumption in conjunction with the restaurant and events center(s) facilities and with bona fide meals only. 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

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.

All Concessionaire employees involved in the sale and service of alcoholic beverages shall be trained by Concessionaire in effective alcohol awareness, which includes training based on any applicable law of the California Department of Alcoholic Beverage Control. This training may include, without limitation, policies and procedures developed by Concessionaire dealing with alcohol management and a nationally recognized program such as "Techniques for Effective Alcohol Management" ("TEAM") or "Techniques for Intervention Procedures by Servers of Alcohol" ("T.I.P.S.").

10. **CONSTRUCTION AND COMPLETION OF IMPROVEMENTS**

- A. Facility Development Plan: At Concessionaire's sole cost and expense, 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 Concessionaire's "Facility Development Plan", incorporated herein and made part of this Contract as **Exhibit E**. Implementation of the Plan shall be in accordance with State's Guidelines for Construction and Completion of Improvements, as provided by State and which may be updated from time to time, and generally as follows:
- 1) Plan Amendment: Concessionaire shall meet with State within 30 days of contract execution to review the implementation plan and modify as reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. This shall include: a) a program statement describing qualitative and quantitative requirements for the project, including sustainable design goals; b) a site "bubble" diagram showing use, layout, access, and infrastructure development, including utilities, site circulation, and landscape; c) proposed massing; and d) a written description of project plan and schedule,

schedule, including plan for securing all required building and environmental permits.

2) Schematic Design: Within two (2) months of Plan Amendment, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Development Plan as amended and should include a site plan, building floor plans, all building elevations, outline specification, and any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form provided by State to evaluate environmental permit requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.

3) Design Development: Within four (4) months of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Development project and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions. Concessionaire shall concurrently complete California Environmental Quality Act (CEQA) and other environmental

documents as may be required, and file such with California State Clearinghouse.

4) Working Drawings: Within six (6) months of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the Facility Development Plan including bidding and contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Development Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; construction schedule; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

B. Use of Consultants: Concessionaire shall employ licensed Contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architects(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction.

Concessionaire agrees to select contractors and consultants who are licensed to practice in the State of California and are acceptable to the State. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts between Concessionaire and any contractor or consultant must be approved in writing by

writing by State in advance of execution by Concessionaire.

C. Permits: At its sole cost and expense, including mitigation costs, Concessionaire shall obtain all permits, licenses, and other approvals necessary for the construction and completion of the Facility Development Plan. Such permits may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, County Health Department, California Coastal Act, California Building Code, and State Fire Marshal. Any plans to comply with the Americans with Disabilities Act of 1990 (ADA) require written approval from State's Accessibility Section, in accordance with Section 41, Disabilities Access Laws, of this Contract. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. In the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals, cannot secure all required permits within two (2) years from Concessionaire's taking possession of the premises, the State shall have the option to terminate this Contract

D. State Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all professional services, including but not limited to architectural, engineering, construction monitoring, inspection, plan review and approval. State will produce records of such costs for review by Concessionaire on a monthly basis. State's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans, specifications, and drawings, and (3) in accordance with all applicable codes,

laws, regulations, or other requirements, including but not limited to, the standards contained in this Contract. Permission to start construction will not be granted until all required permits and approvals have been secured.

E. Alterations: It is the intent of this Contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Development Plan and Working Drawings and construction schedule, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier than the dates set forth in the Working Drawings, as approved by State, except with concurrence of Concessionaire.

F. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within twelve (12) **months**. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall (1) file a Notice of Completion of Construction in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any mechanic's liens; (5) have work certified by a licensed architect or engineer to be in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA

CEQA compliance; and (7) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (7) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this Contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

When Concessionaire has obtained lien releases, filed the Notice of Completion, received Certificate of Occupancy as required, and received written acceptance from the State, subject to all other provisions of this Contract, Concessionaire shall have the right to commence concession business operations.

11. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Concessionaire at: CT-ConcessionaireName
 CT-ConcessionContactAddress
 CT-ConcessionCityState CT-ConcessionZip
 CT-ConcessionairePhone

State at: Department of Parks and Recreation
 Inland Empire District
 17801 Lake Perris Drive
 Perris, California 92571-8400
 (951) 443-2423

Copy to: Department of Parks and Recreation
Concessions, Reservations & Fees Division
P.O. Box 942896
Sacramento, California 94296-0001
916-653-7733

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this Section shall preclude the giving of any such notice by personal service.

12. **RECORDS AND REPORTS**

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Contract in a manner that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefor. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit H**, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly

reported to the State. Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

13. 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 or owed to 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. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

14. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers

recyclable containers or plastics.

Any increased rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing for the State's approval. Rate increases may not be imposed retroactively.

A competent person shall be on the premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

15. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concessionaire Performance Rating" (DPR Form 531) attached hereto as **Exhibit I**, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

16. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its

State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

17. TAXES

A. By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this Contract may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

18. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "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, and regulations. 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.

19. PERSONAL PROPERTY

Except to the extent covered by Section 18, "Modifications, Additions, Title to Improvements", title to all personal property provided by Concessionaire shall remain in Concessionaire. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. Unless approved in writing by State, all property attached to real property will be considered a real property improvement and shall become property of State at the time this Contract is terminated.

20. 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 remedy without delay any defective, dangerous, or unsanitary conditions.

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, walks, and parking lots. Concession housekeeping shall conform to California State Park standards.

B. Maintenance and Repairs: Concessionaire shall maintain all concession facilities and personal property and equipment 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 standards. For the purposes of this Contract, the term "maintenance" is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.

Pest inspections shall be performed regularly. Concessionaire will remedy all pest infestations in a timely manner. Concessionaire shall provide to State copies of all pest inspection reports or other professional assessments of the condition of the facilities.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such

maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract.

C. Removal and Restoration. At the expiration or sooner termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

D. Landscaping and Grounds Maintenance:

- 1) Concessionaire shall conduct business and daily activities in such a manner as to minimize impacts on the surrounding natural environment, including protection for native vegetation and erosion control.
- 2) Concessionaire shall prepare and submit for approval by State a comprehensive Landscape Plan. The Plan shall provide for the installation, care and maintenance of all landscaped areas located within the Premises. The Plan must identify the species of all existing and proposed plantings. Wherever practical, use of local, native vegetation is preferred. All landscaping shall employ xeriscape techniques to the greatest extent possible. The approved Landscape Plan shall be incorporated into the "Facility Development Plan", **Exhibit E**.

21. UTILITIES AND SERVICES

Concessionaire shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises,

including but not limited to sewage disposal and expansion and maintenance of the leach field directly associated with the Wealthy Grower's Mansion. The State shall be responsible for the septic tank/leach system used for the Sunkist Center. When installing facilities, no trees shall be trimmed or cut without permission of State. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of State.

22. RESOURCE CONSERVATION

A. Environmental Conservation Program: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

- 1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

2) **Water and Energy Conservation:** The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.

3) **Erosion Control/Water Quality/Environmental Sensitivity:** The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. **Resource Management and Preservation:** Concessionaire shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the Public Resources Code Sections 5024 and 5097 et seq. the Department's Resource Management Directives and the Secretary of the Interior's Guidelines for Historic Preservation.

C. **Air and Water Pollution Violation:** Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

23. HAZARDOUS SUBSTANCES

- A. Use of Premises: On the Premises, Concessionaire shall not:
- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
 - 2) Carry-on any offensive or dangerous trade, business, or occupation;
 - 3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or
 - 4) Do anything other than is provided for in this Contract.
 - 5) Nothing in this Section shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
 - 6) Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- B. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection

connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

C. Certification: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

D. Pest Control Activities: All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a DPR 191, "Pest Control Recommendation" (or equivalent) to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

24. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this Contract.

25. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published, including electronically or on the internet, without prior written consent of the State and only consistent with the purposes of the Contract.

26. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this Contract.

27. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, but, whether or not so approved, shall be deemed to have been developed pursuant to this Contract and licensed hereunder to Concessionaire for the term of this Contract only; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Contract, and all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner. Further, any original works of authorship in which copyright resides, and any other proprietary rights, including without limitation trade secrets and know-how, which are developed during and/or pursuant to this Contract, shall be deemed to be works made for hire in consideration of Concessionaire's rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall

copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Contract. Further, Concessionaire shall deliver to the State upon request the electronic media that contain the design or other such files containing such information. Drawings and Project Manuals shall be provided in electronic format using industry standard software and in compliance with State's Guidelines for Construction and Completion of Improvements. Concessionaire intends and agrees to assign to State all right, title, and interest in and to such materials, as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this Contract and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlement, encumbrances, or security interests.

Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute any such prior works for any purpose whatsoever.

Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Concessionaire agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights, or any other statutory protection in such work product, including an assignment of copyright, in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

Concessionaire, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

28. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate in this program in the manner described below without compensation from the State for such cooperation.

A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the Contract, and the Concessionaire receives reasonable compensation for its sale.

29. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this Contract by Concessionaire:

- 1) Failure to Pay Rent: Any failure of Concessionaire to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.

- 2) Absence from Premises: Any complete absence by Concessionaire or its agents and employees from the Premises for thirty (30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.
- 3) Nuisance: Should Concessionaire create or allow to be created a nuisance on the Premises, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.
- 4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this Contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.
- 5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this Contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this Contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by

or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this Contract and/or invoke other appropriate remedies as set forth below, in which case this Contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this Contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Contract unless State specifically so states in the notice.

30. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this Contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the Contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.

B. Maintain Contract in Effect: The State has the remedy described in California Civil Code 1951.4 (lessor may continue lease in effect after lessee's

breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the Contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.

C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this Contract during any dispute.

D. Termination of Concessionaire's Right to Possession: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this Contract shall constitute an acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this Contract or of Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:

- 1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Contract;
- 2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;
- 3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and
- 4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its

obligations under this Contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State. Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the Contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the Contract pursuant to the terms hereof shall not cause the Contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this Contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this Contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

- 1) State's Obligations After Default: State shall be under no obligation to observe or perform any covenant of this Contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.
- 2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.
- 3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies

for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this Contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.

4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the Contract has been terminated due to a breach on the part of the Concessionaire under any terms of this Contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

31. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this Contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

32. STATE BUY-OUT PROVISIONS

A. Notwithstanding any other provision in this Contract and in addition to any other remedy available to State, upon twelve (12) months written notice, State shall have the option to terminate the Contract and to pay Concessionaire the then depreciated cost of the facilities placed, created, or developed by Concessionaire on the Premises.

B. It is expressly understood that this Section does not apply to the situation where the State may terminate this Contract for any breach on the part of the Concessionaire under Section 29, "Default By Concessionaire", or where the Contract is terminated at Concessionaire's request. Where there has been a

breach on the part of the Concessionaire, under any terms of this Contract, the State shall not be obligated to pay the Concessionaire before or after taking possession of the Premises.

In the event of breach, bankruptcy, insolvency, abandonment, or the Contract is terminated at Concessionaire's request, the buy-out provisions contained herein are not to be considered as an obligation of the State.

C. For the purposes of this Section, such facilities shall be deemed to be the structures Concessionaire is expressly required to construct, create, or develop under Section 10, "Construction and Completion of Improvements", or later adds, exclusive of Concessionaire's personal property. The cost of such facilities for the purposes of this Section shall be those values established under Section 10 (e), "Construction and Completion of Improvements", above.

D. The amount to be paid as the then depreciated cost of the facilities in the event of termination under this Section shall be based on a eight percent (8%), fifty (50) year capital recovery schedule, which shall provide Eight Thousand One Hundred Seventy Four Dollars (\$8,174) for each One Hundred Thousand Dollars (\$100,000) of beginning cost, multiplied by the remaining years of the Contract.

E. In the event there is an assignment of this Contract for security and as consented to by State, then any payments made pursuant to this Section shall be used to satisfy such assignee to the extent of assignee's interest.

F. This Section shall only be operative when funds required by State for such buy-out are lawfully available to State, either through appropriation by the Legislature and through the normal budgeting processes of the State or otherwise.

33. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the Contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all

restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing.

1) Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

2) Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the Minimum Rent shall be increased by Consumer Price Index adjustments required by this Contract in accordance with Section 5, "Rent", unless otherwise agreed to in writing by State. Concessionaire shall pay such rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Contract except those pertaining to the term shall apply to the month-to-month tenancy.

34. NO RECORDATION; QUITCLAIM

A. No Recordation: This Contract shall not be recorded.

B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this Contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Contract.

35. ATTORNEYS FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this Contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

36. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

37. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all

pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

38. NONDISCRIMINATION

During the performance of this Contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California Code of

Regulations, title 2, Section 7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Contract.

In the event of violation of this Section, the State will have the right to terminate this Contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

39. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this Contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this Contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

Concessionaire shall be solely responsible to complete necessary modifications to Premises to meet ADA requirements within the first Contract Year.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this Contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

40. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", **Exhibit J**,

Certification”, **Exhibit J**, attached hereto and made a part of the Contract.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this Contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this Contract because of Concessionaire's failure to comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

42. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Contract shall exceed One Hundred Thousand Dollars (\$100,000.00), Concessionaire acknowledges that:

- A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Concessionaire to the best of its knowledge is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

43. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Contract; (b) will be employed in the performance of this Contract without the immediate divulgence of such fact to State. In

fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this Section, State shall have the right both to annul this Contract without liability and, in its discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

44. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

45. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this Contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this Contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Contract shall be deemed cumulative.

46. INTERPRETATION OF CONTRACT

This Contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

47. DURATION OF PUBLIC FACILITIES

By entering into this Contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

48. TIME OF ESSENCE

Time shall be of the essence in the performance of this Contract.

49. EMINENT DOMAIN

If, during the term of this Contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

50. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this Contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

51. SECTION TITLES

The Section titles in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Contract, or in any way affect this Contract.

52. CONTRACT IN COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original.

53. INDEPENDENT CONTRACTOR

In the performance of this Contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

54. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this Contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this Contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

Portions of this concession may be operated by others under a subconcession agreement with prior written consent of State under the following conditions:

- A. The subconcessionaire must be qualified.
- B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this contract.
- C. Concessionaire's gross receipts shall include all receipts of the subconcessionaire.

55. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this Contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this Contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this Contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

56. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

57. APPROVAL OF CONTRACT

This Contract, amendments, modifications, or termination thereof shall not be effective until approved by Department of General Services and the Attorney General of the State of California.

58. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this Contract, the "District Superintendent" is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Contract and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this Contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

CONCESSIONAIRE:

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED:

APPROVED:

ATTORNEY GENERAL:

DEPARTMENT OF GENERAL SERVICES:

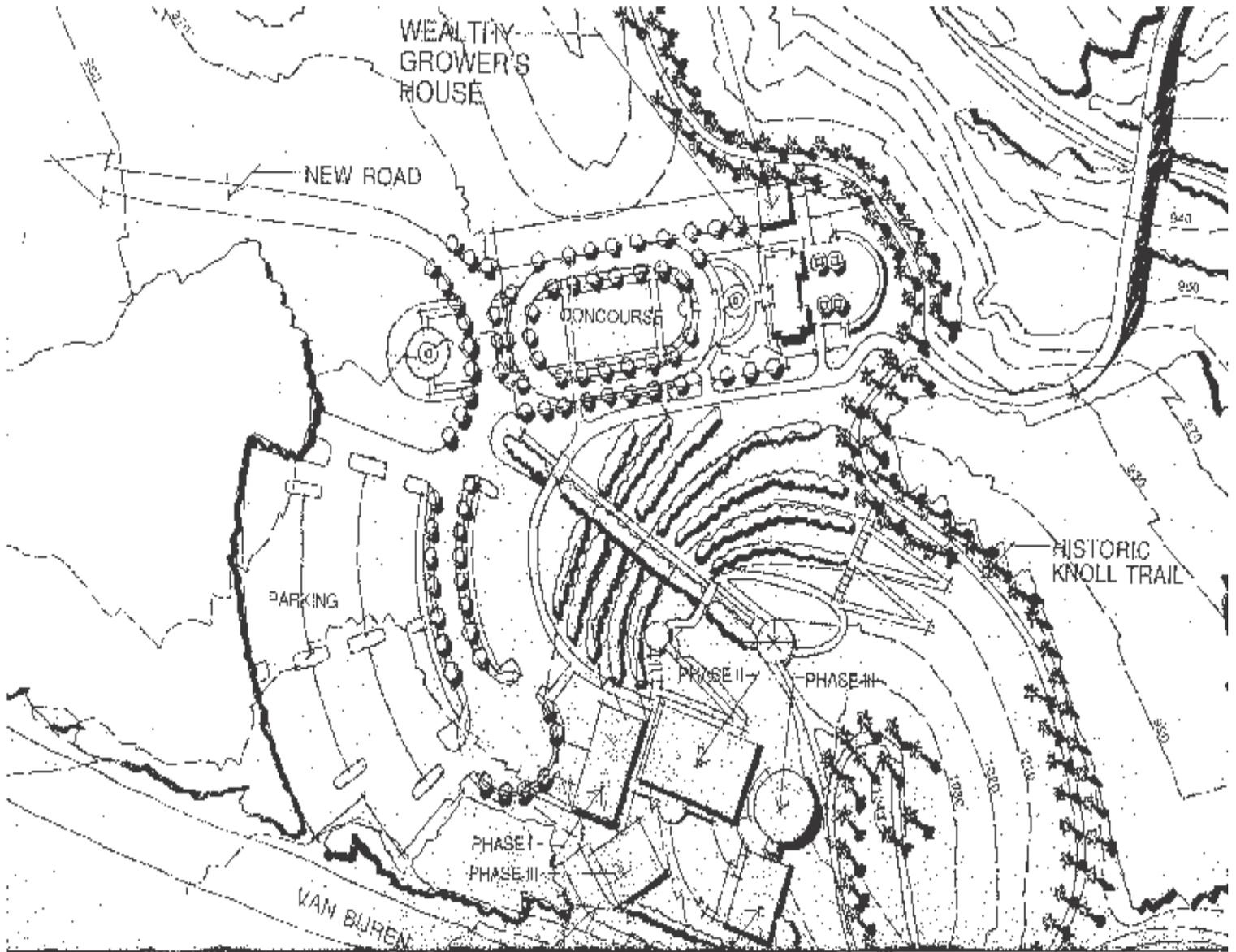
Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.

**EDMUND G. BROWN JR., Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

EXHIBIT A – THE PREMISES





Wealthy Grower's Mansion Aerial View



California Citrus State Historic Park – Sunkist Center Aerial View

EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments applied to the \$\$\$ Minimum Annual Rent shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for "All Urban Consumers, San Francisco/Los Angeles All Items, (1982-84=100)." Calculations shall employ the following formula:

"Base Index" = CPI Index published for the month preceding the commencement date of this Contract.

"Base Rent" = Minimum \$\$\$ rent during the first Contract Year.

"Year End Index" = CPI Index for the month preceding the start of the subject Contract Year.

Step #1:
$$\frac{\text{"Year End Index"} - \text{"Base Index"}}{\text{"Base Index"}} = \% \text{ Change}$$

Step #2:
$$\% \text{ Change} \times \text{Base Rent} = \text{Adjustment}$$

Step #3:
$$\text{Base Rent} + \text{Adjustment} = \text{New Rent}$$

EXHIBIT C – CONCESSIONAIRE'S SCOPE OF WORK

SAMPLE

EXHIBIT "C"

SCOPE OF WORK

Minimum Design Requirements

Exhibit "C", "Scope of Work," details the Minimum Design Requirements for the proposer to plan, design, permit, construct, furnish, equip and complete all of the required and approved concession facility construction and improvements for the Wealthy Grower's Mansion at California Citrus SHP.

In addition to the Minimum Design Requirements, the proposer may propose additional design elements into their proposed Facility Development Plan. All additional design elements added by the proposer shall be consistent with State's vision for this project and comply with Section 10, "Construction and Completion of Improvements" of the concession contract.

Table of Contents

<u>SECTION</u>	<u>PAGE</u>
1. THE PROPERTY.....	56
2. MINIMUM REQUIRED ELEMENTS FOR A QUALIFYING PROPOSAL.....	56
3. GENERAL DESIGN STANDARDS	60
4. SPECIFIC DESIGN REQUIREMENTS	63
SAMPLE CONCEPTUAL SCHEMATICS, DIAGRAMS, AND FLOOR PLANS.....	69
WEALTHY GROWER'S MANSION SITE PHOTOS.....	76

SAMPLE

EXHIBIT C

SCOPE OF WORK FOR THE WEALTHY GROWER'S MANSION

Minimum Design Requirements

1. THE PROPERTY

The proposed Wealthy Grower's Mansion, bed and breakfast, restaurant, and reception/event facility site as specified in Exhibit A, The Premises, of the Sample Concession Contract is located within California Citrus SHP in Riverside County. The park contains approximately 400 acres and is bounded by Van Buren Boulevard on the west, Dufferin Avenue on the north, Irvin Street on the east, and Firethorn Avenue on the south. Located in the City of Riverside, in the historic Arlington Heights green belt area, the park can be reached by Highway 91 approximately seven miles southwest of the Riverside City Center.

The park contains approximately 190 acres of citrus, including several varieties of navel oranges, lemons, and grapefruit. An arroyo bisects the park from south to north. The arroyo is a drainage tributary to the Santa Ana River. A dam located in the center of the park blocks the arroyo and creates Mockingbird Reservoir. The historic Gage Canal and related structures are also located within the park running east to west on top of the dam.

The design of the park is typical of the "City Beautiful Movement" that was underway during the park's interpretive period. The "park within the park" contains a 3,500 square foot Craftsman-style activity center. Also included is a Craftsman-style interpretive structure with a small stage and interpretive exhibits, a small bungalow-style comfort station, picnic/day use areas, extensive turfed meadow, and trails with associated interpretive panels leading out into the groves and up along palm tree-lined carriage roads to overlooking knolls. Parking for 190 total vehicles within the entire park including 90 spaces adjacent to the project area is provided.

2. MINIMUM REQUIRED ELEMENTS FOR A QUALIFYING PROPOSAL

A. General Considerations

Guidelines are provided for planning and designing the site, building footprint and mass, infrastructure, building materials and systems, room configurations, support functions, character and circulation, including detailed design criteria for Minimum Design Requirements.

The general and specific requirements to plan, permit, design, construct, furnish, equip and complete all of the required concession facility improvements for the bed and breakfast, reception/event center and restaurant facilities shall be strictly adhered to by the proposer. However, the proposer may propose additional design

elements to the Minimum Design Elements for a Qualifying Proposal. All additional design elements added by the proposer shall be consistent with the State's vision for this project and be compatible with the Minimum Design Requirements.

B. Facility Development Plan Overview

The Facility Development Plan proposal shall include a "Scope of Project Statement" that contains the elements listed below. Upon review and approval, these elements shall be incorporated into the Facility Development Plan, **Exhibit E**, of the concession contract.

C. Scope of Project Statement

Project team structure: Cite team member qualifications, identifying roles and responsibilities, and a Statement of Qualifications (SOQ). Provide a structure of the proposed environmental, planning and A&E, and construction team accompanied by a Federal 330 Form.

Statement of Qualifications: Proposer's SOQ shall clearly and accurately demonstrate specialized knowledge and experience required for consideration. Submit eight (8) copies in paper form of the SOQ, consisting of a cover letter and Standard Form 330. SOQ shall be prepared in a bound 8.5" x 11" booklet format, using tabs to divide sections of the Form 330.

The SOQ shall provide:

1. Cover letter. Signed by an authorized representative of the proposing firm and shall include the firm's name, address, telephone number, fax number and federal tax identification number of the proposing firm, as well as the name, title and e-mail address of a contact person within the firm, one (1) page maximum.
2. Standard Form 330, (U.S. General Services Administration). Form 330 may be downloaded from:
www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF.
3. A written statement of the firm's qualifications responsive to the selection criteria described in the Minimum Qualifications (MQs) set forth below. The firm shall include examples of relevant successful projects within scope, budget and schedule.

D. Minimum Qualifications

The SOQ shall provide information that shows the team meets the MQs and has historic preservation and hospitality design experience with projects of similar scope and with special attention given to sustainable design. Past experience and ability to navigate through various state and local agencies and jurisdictions

and successful permitting shall be demonstrated. Team structure shall be of sufficient range to successfully plan, design and develop this project from inception to completion.

E. Description

The Scope of the Project Statement shall include a written summary description of the proposed bed and breakfast/events center/restaurant facilities including required site and facility elements along with any additionally proposed amenities. This section shall include proposer's approach to obtaining all permits required for the development of this facility. A section dedicated to meeting the mandates of any potential amendments to the California Citrus SHP General Plan, CEQA, and other permits shall be included. Include proposed project structure, timeframe for planning, design and development and projected costs.

F. Graphics

The Conceptual Site Plan shall include a graphic representation of proposed facilities on a scaled site plan, 1" = 100 feet. The conceptual site plan shall show site coverage, landscaping, proposed site features, relationship to the outdoors, view shed, access, and parking. It is envisioned this plan shall be developed into a final approved site master plan described in the Concession Contract, Section 10, Construction and Completion of Improvements. Upon State's approval and any necessary modifications described in Concession Contract, Section 10, Construction and Completion of Improvements, the Facility Development Plan shall become **Exhibit E** and made a part of the concession contract.

The Facility Development Plan shall contain information sufficient for State's review to determine whether proposer has met the intent and guidelines described in this document. At a minimum, the qualifying proposal shall meet the MQs set forth herein. Facility Development Plan requirements as outlined in the RFP are: Facility Improvement Plan; Accessibility; Furnishings; Implementation; Cost Estimates; and Landscape Plan.

G. Minimum Project Development Requirements

1. Investment - Proposer must commit to investing a minimum of Three Million Dollars (\$3,000,000) to finance, construct, operate and maintain the concession facilities, as proposed.
2. Structure
 - a. Building design and amenities that meet or exceed accepted hotel industry standards, contract provisions and the AAA 3-diamond rating standards.

- b. Historic replica Craftsman, Mission Revival, or Spanish Colonial style Wealthy Grower's Mansion for the provision of lodging, dining and events.
- c. Facility to include up to 14 guest rooms with full bathroom facilities in each room.
- d. Kitchen facilities to support a full service restaurant with flexibility to interface with catering services for large conference and banquet events.
- e. Events/reception room to accommodate up to 300 guests.
- f. Laundry facilities for housekeeping.
- g. Storage areas for events/reception room that include:
 - Table, chairs, audio-visual equipment; and
 - Banquet serving items, from silverware to chafing dishes.

H. Minimum Architectural Design Requirements

1. General Building

- a. Create structure of a high-quality and enduring character that meets General Plan guidelines for the construction of period architecture.
- b. Create both indoor and outdoor public spaces that attract visitors.
- c. Integrate visitor information and interpretation into all aspects of buildings and landscape.
- d. Create spaces, relationships of areas appropriate to the historic/interpretive period throughout all levels, with a connecting veranda for out-door dining.
- e. Interior finishes shall be durable and reflect materials and details appropriate to the historic/interpretive period.

2. Interior Design - Minimum interior design elements shall include the following and shall be incorporated into the functional areas as reflected below:

- a. Design in key areas shall evoke the historic/interpretive period.
- b. Finish materials may utilize painted drywall with correct textures.
- c. Interior flooring in public spaces – wood or ceramic or similar (natural colors).

3. Exterior Design - Minimum exterior design elements shall include the following:

- a. Natural materials.
- b. Details, materials and finishes to reflect the historic/interpretive period.
- c. Use of low-profile lighting with cut-off shields to reduce light pollution.

4. Exterior Elements – Minimum exterior elements shall include the following:

- a. Exterior floor finishes, walkways and paving shall be appropriate to the setting.
 - b. Interpretive features as approved by DPR.
 - c. Use of passive and active solar.
 - d. Use of recycled materials.
5. Site - Achieve proper spatial balance and scale appropriate to the historic/interpretive period through placement of structure, landscaping, massing and materials.

3. GENERAL DESIGN STANDARDS

The guidance provided in this Exhibit implements planning and design policies and processes approved for the Wealthy Grower's Mansion at California Citrus SHP. The standards contained herein represent the State's goal to achieve a consistent and enhanced level of quality and service throughout the project consistent with an AAA Three Diamond-rated property.

A. Purpose

This guide provides standards and considerations for planning, programming, and design of the Wealthy Grower's Mansion. Designers are encouraged and challenged to stretch the limit of typical bed and breakfast design. This guide covers basic facility requirements and design considerations necessary for successful project development and shall be used in conjunction with State's standards, planning and environmental directives and governing codes.

B. Measuring Quality

The design shall reflect quality through appearance, fulfillment of functional requirements, and accomplishment of mission objectives. Quality is derived from a professional commitment by users, planners, programmers, and designers to achieve understated excellence through the delivery of complete and usable facilities. This philosophy ensures that the Wealthy Grower's Mansion shall be first rate in its architecture and in its setting, that it shall use and demonstrate sustainable design methods and practices, be universally accessible, functionally and operationally efficient, economically maintainable, and environmentally safe. Design Standards shall reflect standardization of systems, from the design of guest room plans to the selection of finishes and materials, providing the guest a consistent level of high quality interior and exterior living space.

C. Functionality

Each aspect of the lodging, event/reception room, and restaurant facilities must perform efficiently. All materials, tasks and uses must interrelate to provide effectively designed spaces.

D. Best Value

Well-specified building systems and finishes enhance productivity, and conserve cost, energy, and time during and after construction. Design criteria and building materials and methods, within budget limitations, shall reflect the best value for the State. Life cycle costs, as well as the visual architecture of the facility, shall be emphasized.

E. Durability and Maintainability

Material and finish selections must emphasize durability, extended life, and visual appearance based on the facility use and increased level of wear. Consider ease and cost of maintenance requirements while ensuring the best value for the State.

F. Architectural Theme, Compatibility and Style

The Wealthy Grower's Mansion should include design elements such as the expression of structure, establishment of unity and harmony while avoiding monotony, development of contrast and variety through considerations of mass and scale, and material selection. The Wealthy Grower's Mansion shall reflect exemplary architecture, use of sustainable materials and methods, a functional design and quality. Master planning and project design shall consider the possibility of future renovations or additions to minimize extensive changes. Architecture shall be respectful of the surrounding historic park setting, viewshed, natural elements and environment. Careful attention must be paid to the connection between the indoor and outdoor spaces to relate the architecture with its environs.

G. Sustainability

Facilities must incorporate sustainable development principles and reflect regional environmental uniqueness. The goals of sustainability are to conserve energy, water, and raw materials; prevent environmental degradation caused by environmental influences, construction, operations, and disposal of facilities; and create built environments, which are livable, healthy, and productive.

H. Quality of Life

Project design must satisfy the needs of the guest while providing a sense of security and place.

I. Design Guide Scope, Use and Goals

This design guide is applicable to the Wealthy Grower's Mansion at California Citrus SHP and sets the overall requirements, but includes flexibility to meet the State's needs to the greatest extent. This guide serves to provide a better understanding of the many issues involved in quality lodging for guests. It also promotes concept-to-completion teamwork in the project development and execution process from

execution process from requirements identification through beneficial occupancy. The project shall exhibit leadership in sustainable and environmentally responsible design and construction, public use and accessibility. This project shall comply with mandates as defined in Americans with Disabilities Act Accessibility Guidelines.

J. Project requirements

Include criteria relevant to programming and planning a historic replica of a wealthy grower's mansion reminiscent of the Prime Interpretive Period, Peak of Industry from 1900 – 1935 that includes up to 14 guest rooms, event/reception center and restaurant.

K. Design requirements

Include conceptual criteria relevant to all phases of design, and contain guidelines for planning and designing the site, building footprint, infrastructure, and building systems and materials.

L. Limitations

This document provides detailed criteria to be used to produce programming requirements and conceptual design for lodging projects. This guide shall be used in conjunction with other State of California documents that govern, or give related guidance for the development of the proposer's Facility Development Plan. This design guide is not a substitute for research required by programmers and designers. Adherence to California State Parks facility design standards, California Citrus SHP General Plan, and all other state regulations are to be met. Programming and design requirements included in this guide are minimum standards and/or recommendations may be addressed, modified and adjusted by proposer subject to review by selection committee.

M. Design Objectives

1. Create a quality bed and breakfast, dining and event experience among historic citrus groves.
2. Create an architectural design that satisfies the State's vision as a key element in development of California Citrus SHP.
3. Help promote the Riverside area.
4. Integrate education/interpretive panels consistent with the parks mission.

N. Design Context

1. Create a structure and surrounding landscape that reinforce and honor

the historic fabric related to the citrus industry.

2. Create a structure and landscape of quality and enduring character.
3. Create both indoor and outdoor public spaces that attract visitors.
4. Integrate visitor information and interpretation into all aspects of buildings and landscape.

4. SPECIFIC DESIGN REQUIREMENTS

Exhibit C, Scope of Work, details the Minimum Design Requirements for the proposer to plan, design, permit, construct, furnish, equip and complete the development and construction of the Wealthy Grower's Mansion.

This section provides general considerations and conceptual guidance relevant to architectural programming, site and facility master planning for the conceptual design for the Wealthy Grower's Mansion. Guidelines are provided to frame the project and to establish fundamental requirements and project character for proper development of proposer's Facility Development Plan.

The general design requirements and specific design requirements to plan, design, permit, construct, equip, furnish and complete all of the required concession facility improvements shall be in keeping with AAA Three Diamond standards and shall be strictly adhered to by the proposer. However, the proposer may include additional design elements beyond the Minimum Design Requirements into their proposed Facility Development Plan. All additional design elements submitted by the proposer shall be consistent with the State's vision for this project and be compatible with the Minimum Design Requirements identified herein.

A. SITE DESIGN

1. Organization – Achieve spatial balance and scale through thoughtful placement and arrangement of the structure and landscaping. Pay special attention to building orientation, mass and scale in developing the site plan. Develop a sense of order, arrival and orientation in planning the site in keeping with the requirements of the historic park.
2. Climatic Considerations - Lodge design and building orientation must consider local climate conditions as well as other site organization issues such as the creation of outdoor space, building scale or orientation to other facilities. Where practical, use passive solar construction techniques to reduce energy consumption.
3. Facility Considerations - Place facilities to take advantage of the historic/interpretive features of the site. Provide plantings to prevent excessive sun and glare. Building placement and design should take

advantage of views that are scenic, pleasant, or interesting. Designers must be sensitive to the approaches to the facility and strive to create a clear sense of arrival for newcomers. Design roof overhangs to work with sun angles to provide solar shading. Avoid excessive east or west-facing glass and design for maximum cross-ventilation where feasible.

4. Emergency Service - Provide for a minimum separation required between lodging facilities and the closest adjacent building. Provide access to fire protection vehicles from three sides. Obtain width, weight, and turning radii of fire fighting vehicles.
5. Pedestrian Access - Design and grade sidewalks to provide barrier-free access to the first floor of facility and to any associated outdoor use areas using materials compatible with historic/interpretive period.
6. Parking - Facility construction shall include an additional parking area. One (1) parking space shall be allotted per guest room. Provide accessible parking spaces in accordance with the American with Disabilities Act Accessibility Guidelines. Locate these parking spaces to provide the most convenient access to the building entry.

B. SITE CONSIDERATIONS

1. Finished Floor Elevation - Establishing the Finished Floor Elevation is one of the more important aspects of site planning. The Finished Floor Elevation affects grading, cut and fill, visual impact of the facility and interior-exterior transitions. In addition, the Finished Floor elevations have a significant impact on the landscape architect's ability to effectively introduce plant materials into the new environment. The landscape architect, architect, and civil engineer must work closely together to achieve optimal design results.
2. Site Amenities - Site Furniture - The importance of planning and programming this last part of the project is critical and should not be an afterthought. The selection of site furniture in addition to landscape and signage provides a finished appearance. Site furniture that is in harmony with the architectural style of the Wealthy Grower's Mansion facilities complement the building, and makes the outdoor spaces more usable and organized. The landscape architect must coordinate the selections with the architect, historian, and interior designer to ensure smooth transitions are made from within the building to the outdoors and vice versa.
3. Site Lighting - Provide controlled lighting to ensure occupants have a means of safely moving between outdoor spaces without over illuminating the environment. All signage and lighting must be in compliance with the installation's standards. The selection of materials and locations must be

a joint decision between the landscape architect, historian, and the electrical engineer. Energy-efficient lamps such as high-pressure sodium with color correction ensuring optimum visual acuity are recommended for energy-conscious site lighting. Consider life-cycle costs of lamp replacement when specifying fixture and lamp types. Provide adequate site lighting at any point where there is a change in grade requiring steps, near accessible parking areas, under stairwells, and near main entrance to building. A lighted sign may be appropriate for night visitors. Design exterior lighting such that zero direct-beam illumination leaves the building site. Use motion detection and photosensitive sensors to achieve energy efficient lighting design. Consider a solar collector system if the geographical location of the lodging facility can support the required solar levels required.

4. Sustainability - Incorporate sustainable design concepts into the facility. Incorporate a recycling center and containers in site design and landscaping. Coordinate locations of recycling and refuse containers with site furnishings and landscape to complement the building design. Emphasize ease of use and service access to these containers.
5. Exterior Signage - Signage must comply with the State's guidelines and requirements. Exterior signage shall be compatible with building architecture and historic guidelines and provide clear directional and informational assistance, and shall be accomplished with project funds.
6. Landscape Architecture - Landscape plans developed for the Wealthy Grower's Mansion require the services of a professional landscape architect working in conjunction with the other disciplines to achieve the total design intent for the project. The design intent shall include creating an aesthetically pleasing landscape consistent with the historic interpretation of the park. The fundamentals of good landscape design include: use of appropriate historic plantings and palette, proper planning and design, plant selection, plant installation, use of turf alternatives for xeriscopic plantings, use of mulch materials, zoning of plants as per water requirements, soil improvements, efficient irrigation, and appropriate maintenance considerations. Structure the landscape design program to satisfy the historical, architectural, engineering, aesthetic, and environmental requirements of each project while minimizing maintenance needs. Several factors must be evaluated when performing a site analysis including visual elements, historic setting, hydrology, climatic conditions, topography, maintenance, existing vegetation, spatial and program analysis, soil quality, and circulation patterns.
7. Enframement - Identify appropriate external views of the facility during the site analysis process. Using landscape design elements focus attention to important features of the building by manipulating and placing structures,

structures, circulation, and plantings in keeping with the historic setting.

8. Visual Enhancement - Landscape plant materials used for utilitarian purposes, such as screening service areas or providing shade, shall also enhance the historic setting.
9. Spatial Articulation - Use plant materials to create outdoor enclosed spaces and to separate such spaces one from another. Also use plant material to direct people through outdoor spaces by visually defining and reinforcing patterns of movement. The degree of enclosure, separation, or movement depends upon the density, form, and type of plant material used.
10. Visual Screening - Screen unattractive views or objects with appropriate plant materials to minimize negative visual impacts. Trash dumpster areas, pad mounted electrical transformers, parking areas, and mechanical yards are examples of such views or objects. Sufficient access to mechanical and electrical equipment must be maintained, though, to allow for maintenance and repair. Landforms coupled with plant materials shall provide an immediate effect while waiting for the plant materials to mature.
11. Landscape Maintenance - Include landscape establishment and maintenance within the initial contract for installation of plant materials. The duration of the establishment period must be for a period of one year. The establishment period requirements shall include irrigation, mowing and edging, mulch replacement, inspection/control of pests and weed control, tightening staking/guying materials, pruning, fertilization, and maintaining watering saucers.
12. Landscape Irrigation - Use bubbler or drip irrigation systems adjacent to building to minimize impact of overspray. Provide irrigation system with solid-state automatic multi-station controllers, state-of-the-art control valves, and backflow preventers in accordance with building codes. Locate backflow preventers in the mechanical room or within screened mechanical enclosures. Include adjusting turf spray coverage, duration of watering cycles, repairing leaks, and general maintenance to ensure proper functioning during the maintenance period for irrigation system. Take advantage of non-potable water if possible.

C. BUILDING DESIGN

Building design shall meet the mandate of the General Plan and satisfy the design criteria for the period of historical significance. Its quality and form shall coordinate building systems with functional requirements of AAA Three Diamond standards. It shall meet the needs for human comfort and experience in both lodging and event

facility design, while providing proper connections to the outdoors. Use of appropriate materials, compatible with the surrounding historic environs must be explored. Comprehensive interior design is an integral component, ensuring appropriate finish material, and furnishing selections are compatible within the period of significance.

D. ARCHITECTURE

1. Mass and Scale - Architectural scale is defined as the comparative relationship of a structure or space to the human form to possess a human scale. The relative proportions, height, form and volume of a building or space, as well as its formal relationship to other buildings or spaces, contribute to achieving this sense of scale. Lodging facilities must provide an environment with an architectural scale that imparts a clear sense of relative comfort, ease, and satisfaction. Building mass is defined as the overall bulk or total volume of space a building occupies. The size, shape, proportion, repetition, and placement of design features such as fenestrations, roof, columns, etc., are elements that combine to project the architectural character and mass of a building.
2. Architectural Compatibility - The architectural character of the facility must be in context with its surroundings to promote a sense of harmony and respect for the park's history. Architectural compatibility and appropriate proportions can be achieved by integrating a vocabulary of scales, forms, color palettes, and materials that blend with and respect the built and natural environments. Architectural compatibility guidelines are not intended to compromise design expression, but rather to provide a framework for the development of quality design, while satisfying the intent of design criteria that meets the mandates of the General Plan.
3. Exterior Openings at Wealthy Grower's Mansion Entry Point - The entrance to the facility shall be designed to be apparent and welcoming to facility users and the public main entrance doors should be integrated into the design signifying the portal into the facility. The public area entrance shall meet accessibility standards.
4. Exterior openings - All living areas and places of assembly must have operable windows to provide natural ventilation. Windows serving guest rooms must be operable.

E. EXTERIOR MATERIALS AND FINISHES

1. Exterior Finish Materials - Select reliable, conventional building systems for facility and use building materials and finishes that are durable and easy to maintain. Architectural systems must be selected based on their compatibility with historic standards, aesthetics, and compliance with installation architectural guidelines. Consider durability, low maintenance

requirements, and architectural compatibility when selecting exterior finish materials. Consider the recycled content of products such as insulation, flatwork, paint, patio pavers, and finishes. Designers are encouraged to work with product manufacturers for other available products.

2. Roof Slope – The Wealthy Grower's Mansion facility should have sloped roofs that evoke the historic period. Roof overhangs and penetrations shall be compatible with the historic period.
3. Building Signage - All signage shall be developed in accordance with an approved signage program and accessibility requirements.

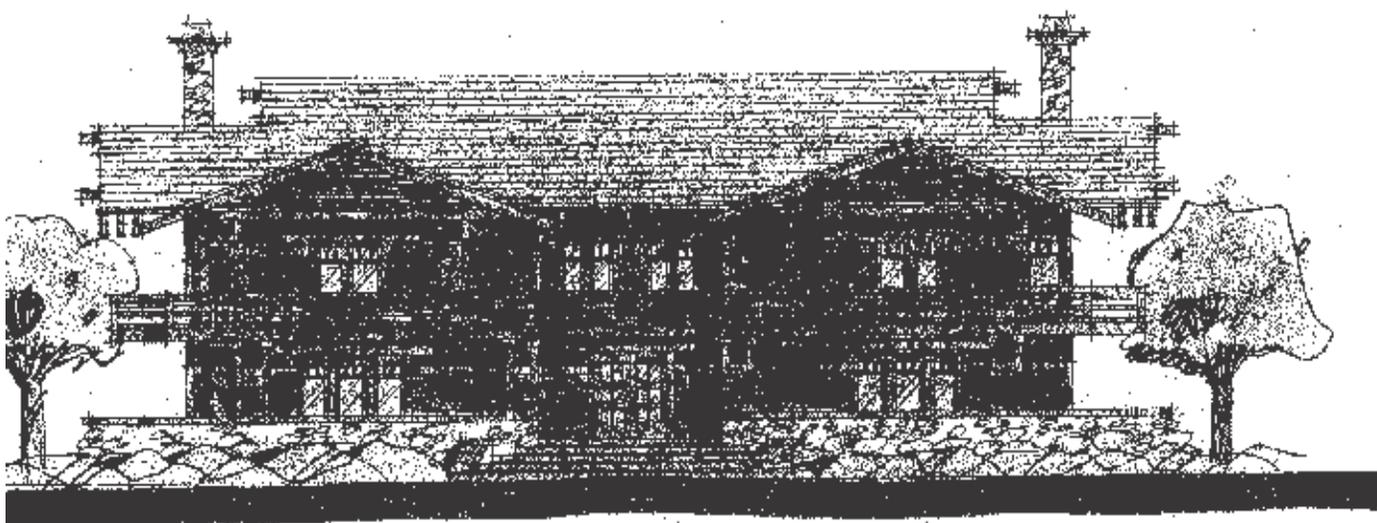
F. BUILDING INTERIORS

Building interiors shall be designed to create a dynamic architectural identity and distinctive personality that balances aesthetics, sense of place and purpose while capitalizing on the Prime Interpretive Period, "Peak of Industry" interpretive theme of the park. Every guest room should provide a view, providing an open feeling through use of openings and sunlight. Architecture techniques shall be used that result in maximum energy efficiency.

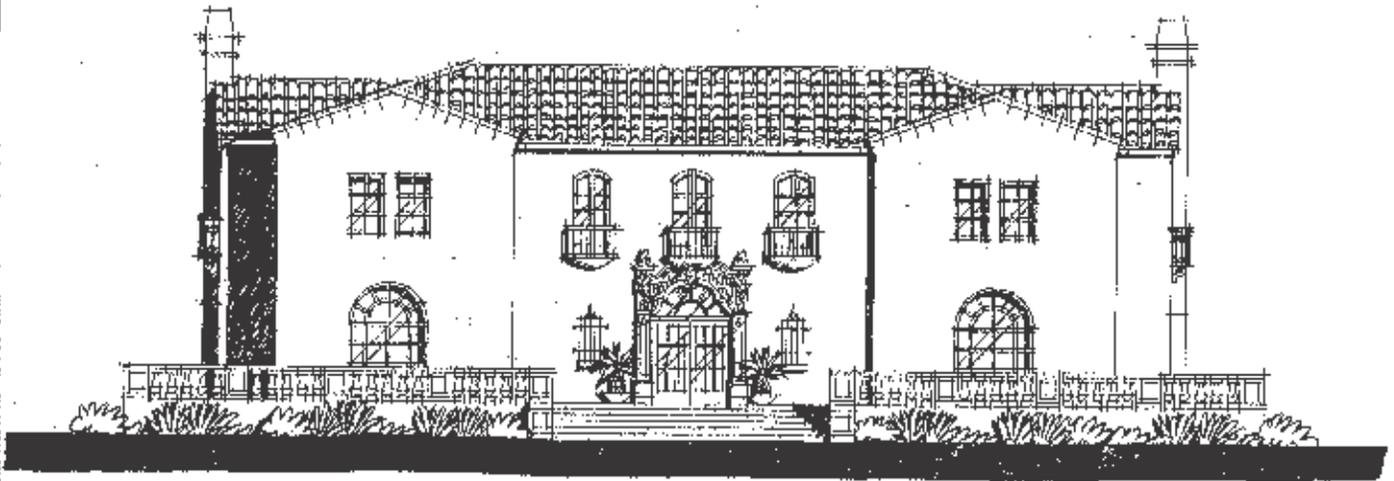
The design shall provide a fresh, inviting environment for ultimate comfort and productivity. All finishes and fixtures shall be used to create a sense of interest that is compatible with the interpretive period. Additionally, guest rooms shall be designed for maximum user-friendliness, constructed and engineered with state-of-the-art ergonomics.

- G. Design shall be judged by the successful representation of appropriate ornamental gardens and ancillary structures that convey a sense of authenticity and period correctness to allow the visitor to experience some of the leisure lifestyle of the grower gentry. The house should serve as an interpretive function to symbolize the agribusiness of citriculture and as one of the images of the California Dream.

SAMPLE CONCEPTUAL SCHEMATICS, DIAGRAMS, AND FLOOR PLANS



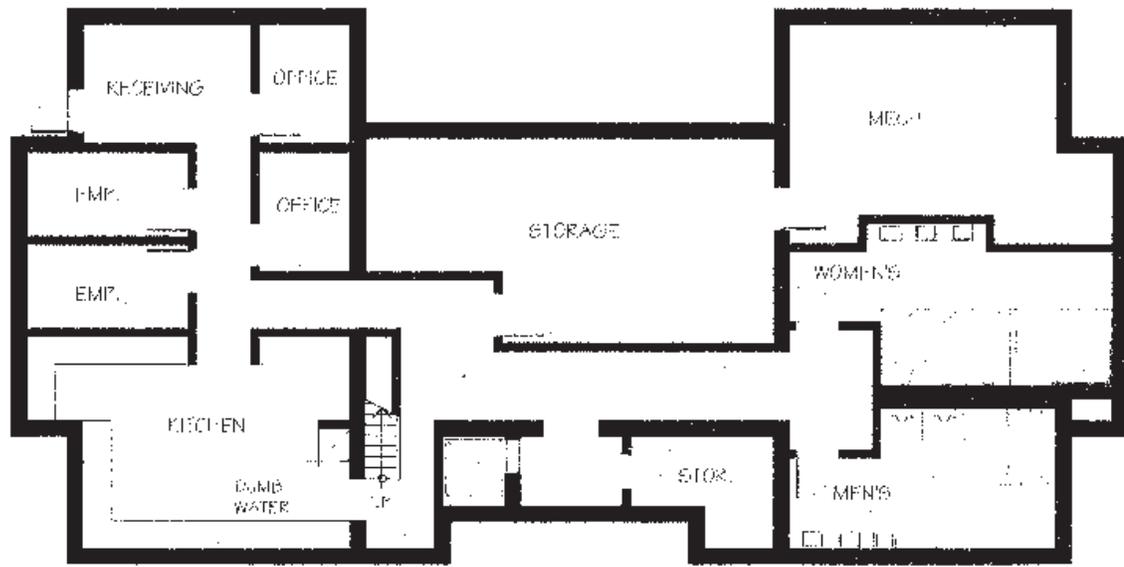
CRAFTSMAN



WEST ELEVATION

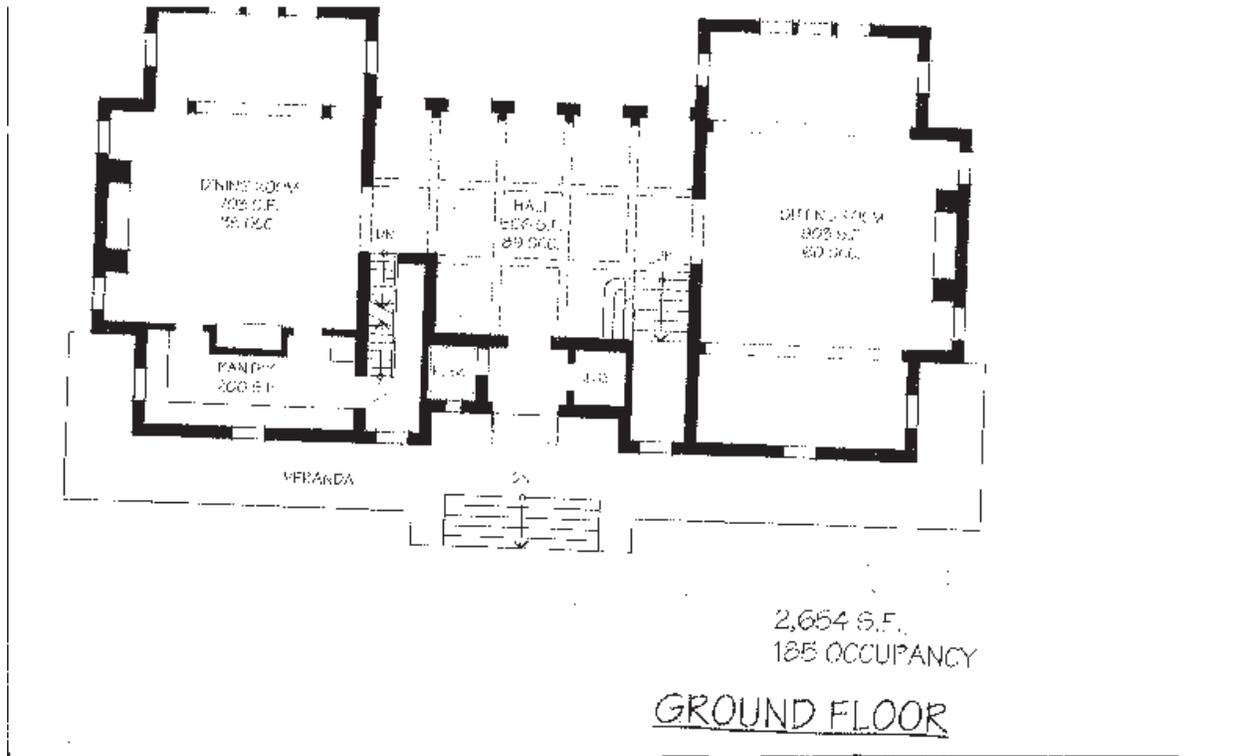




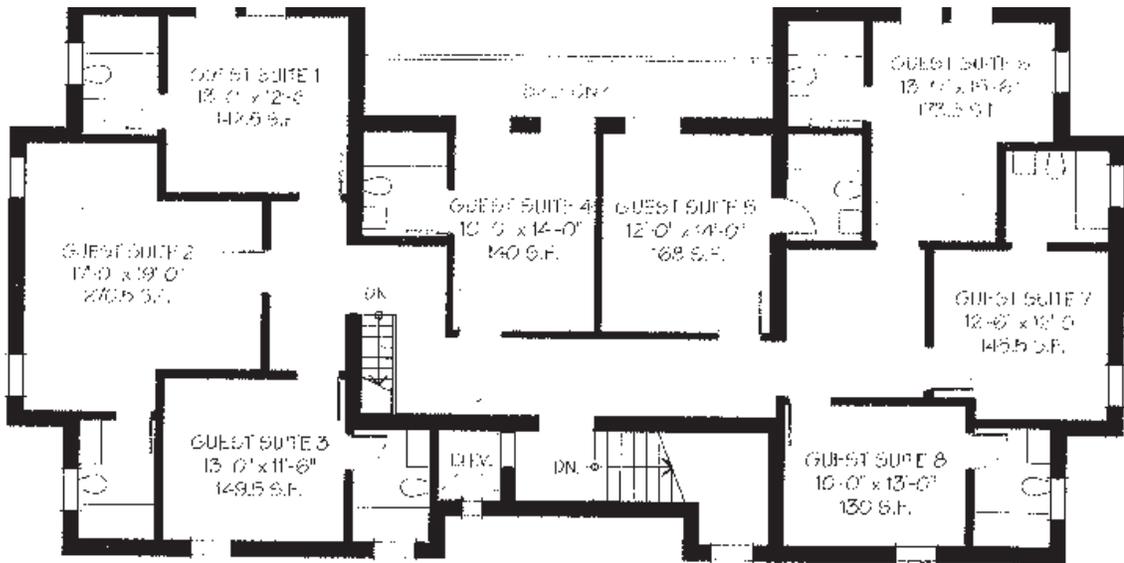


BASEMENT FLOOR

SAMPLE

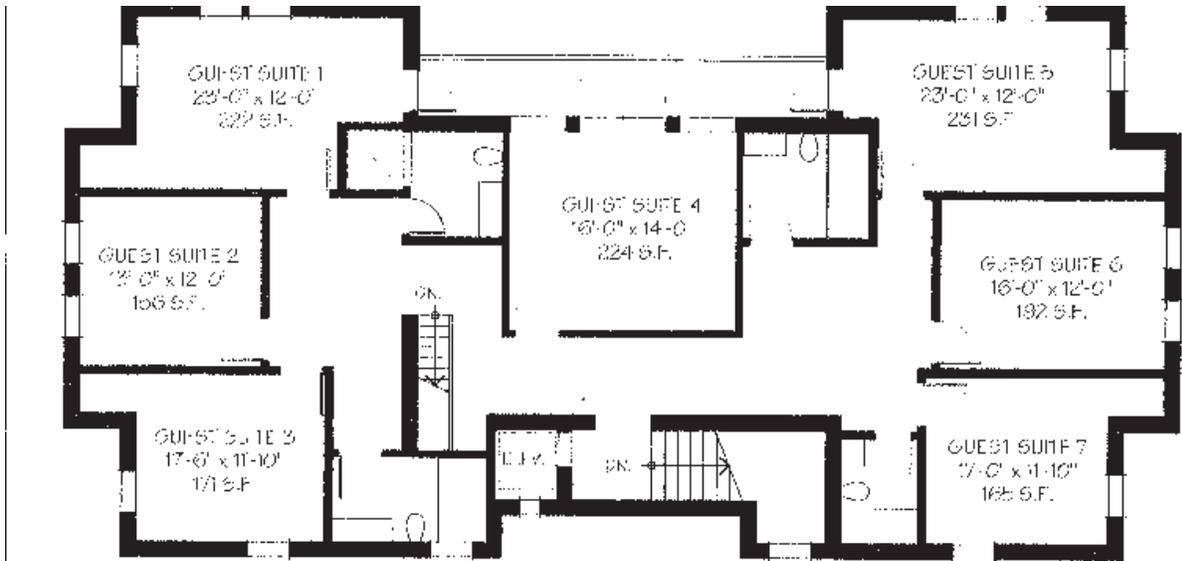


SA



ALTERNATE A
SECOND FLOOR

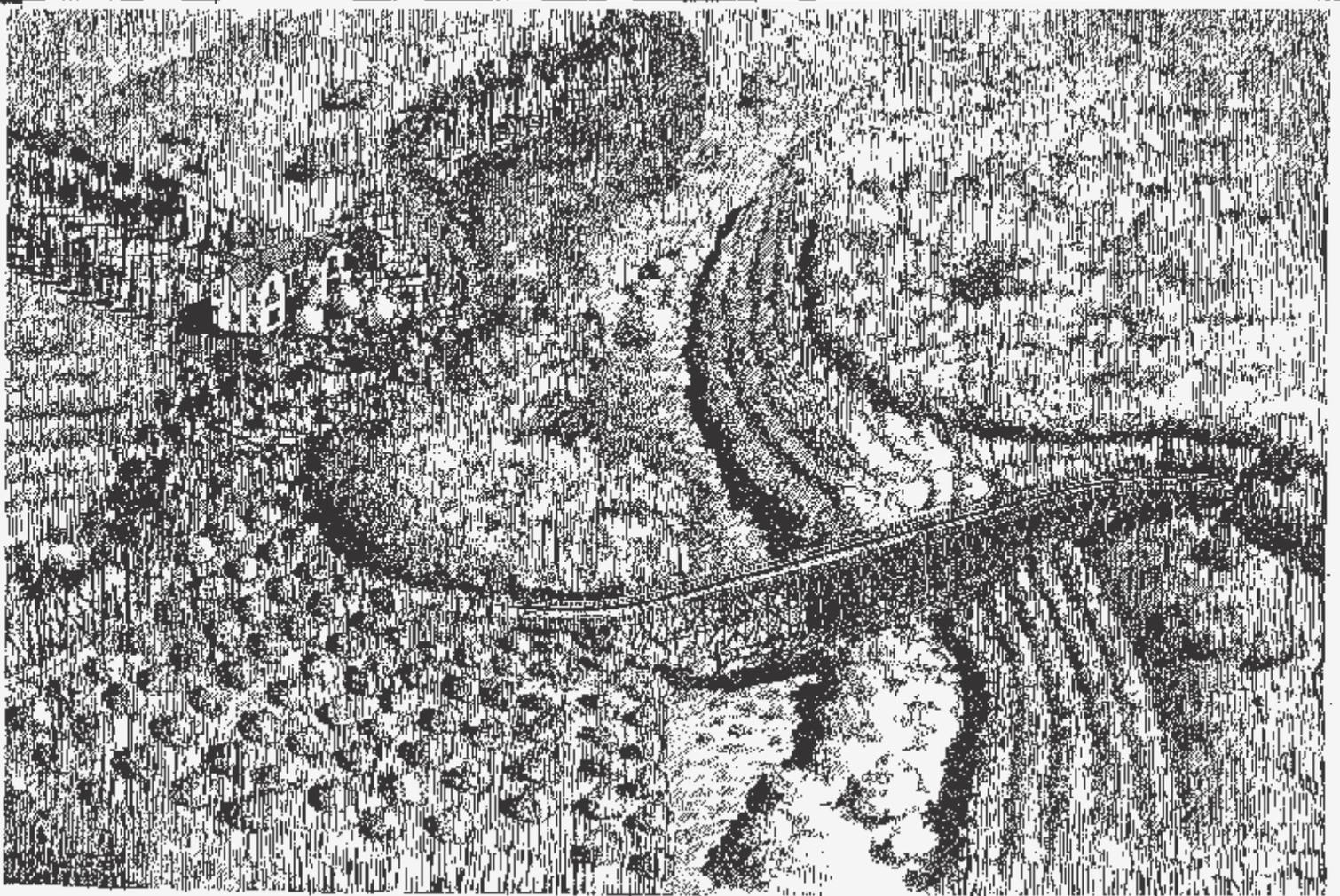
SK



ALTERNATE B

SECOND FLOOR

SAW



Citrus Growers Mansion with Flume Bridge

WEALTHY GROWER'S MANSION SITE PHOTOS



Mansion Wrought Iron Vehicle Gate Entrance



Mansion Wrought Iron Vehicle Gate Entrance



Mansion Entrance and Lawn Area Looking South - Visitor Center in Background



Mansion Pad



Mansion Entrance Building Pad in Back Looking East



Mansion Graded Building Pad Looking North



Mansion Entrance and Lawn Area Looking East

EXHIBIT D – CONCESSIONAIRE’S OPERATION PLAN

SAMPLE

EXHIBIT E – CONCESSIONAIRE’S FACILITY DEVELOPMENT PLAN

SAMPLE

EXHIBIT F – CONCESSIONAIRE’S INTERPRETIVE PLAN

SAMPLE

EXHIBIT G – *continued*

DPR 54 COMPLETION INSTRUCTIONS

1. Provide the month and year of operation for which this report is being prepared.
2. Provide full name of the concession and the name and address of the concessionaire, including city, state and zip code.
3. Include all revenue for the month for each appropriate category. For "Vending Machine" revenue, please include the following sources:
 - Ice machines
 - Newspaper vending machines
 - Map and brochure vending machines
 - Grab boxes
 - Firewood dispensers
 - Air compressors
 - Washing machines and dryers

Do not include the following sources as "Vending Machine" revenue:

 - Park UR Self machines
 - Pay showers
 - Iron rangers
4. Types of revenue that might be recorded on a "per unit" basis include:
 - Petroleum products (per gallon)
 - Group tours (per adult or children's ticket)
5. Complete the "Maintenance Fees" and "Seasonal Concessions" sections of the form if your concession contract requires a maintenance fee allocation and/or if your concession operates on a seasonal basis.
6. Sign and date the form and provide the preparer's title and telephone number.
7. Submit Original to: District Office
 - Copy to: Department of Parks and Recreation
 - Concessions, Reservations and Fees Division
 - P.O. Box 942896
 - Sacramento, CA 94296-0001

COMMENTS/EXPLANATIONS:

DPR 54 (Back)

EXHIBIT H - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

To complete e-form:
1) Tab to each block and enter information.
2) Click with mouse in blank text entry areas as

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

A. CASH FLOW STATEMENT

GROSS SALES/RECEIPTS

		\$ _____
Less Returned Sales and Allowances	\$ _____	
Less Sales Taxes	_____	
Net Sales for Period		\$ _____
Cost of Goods Sold:		
Inventory at Beginning of Period	\$ _____	
Add Purchases During Period	_____	
Merchandise Available for Sale	_____	
Less Inventory at Close of Period	_____	
Less Cost of Goods Sold		\$ _____
	GROSS PROFIT	\$ _____

LESS EXPENSES

Salaries & Wages <i>(do not include Concessionaire salary)</i>	\$ _____	
Rent to State	_____	
Insurance	_____	
Materials & Supplies	_____	
Maintenance & Repairs	_____	
Utilities <i>(including telephone)</i>	_____	
Advertising	_____	
Taxes & Licenses <i>(other than income & sales)</i>	_____	
Legal & Accounting	_____	
Travel & Transportation	_____	
Interest	_____	
Security	_____	
Administrative Overhead	_____	
Depreciation <i>(equipment)</i>	_____	
Amortization <i>(improvements)</i>	_____	
Other: _____	_____	
	TOTAL EXPENSES	\$ _____
	NET PROFIT FROM OPERATIONS	\$ _____
	<i>(before income taxes)</i>	

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

C. BALANCE SHEET

ASSETS

CURRENT ASSETS

Cash	\$	
Accounts Receivable		
Merchandise Inventory		
Notes Receivable (Less than 1 year)		
TOTAL CURRENT ASSETS	\$	

NONCURRENT ASSETS

Equipment/Property	\$	
Less Depreciation Reserve		
Net Equipment/Property Cost		
Prepaid Expenses		
Other: _____		
Other: _____		
TOTAL NONCURRENT ASSETS	\$	

TOTAL ASSETS	\$	
---------------------	-----------	--

LIABILITIES

CURRENT LIABILITIES

Accounts Payable	\$	
S & W Payable		
Short-Term Notes Payable		
Interest Payable		
Short-Term Loan Payable		
Other: _____		
Other: _____		
TOTAL CURRENT LIABILITIES	\$	

OTHER LIABILITIES

Other: _____	\$	
Other: _____		
TOTAL OTHER LIABILITIES	\$	
TOTAL LIABILITIES	\$	

CAPTIAL

OWNER'S EQUITY

Capital	\$	
Less Personal Drawing		
Net Addition		
Stockholder's Equity		
Other: _____		
TOTAL CAPITAL	\$	

TOTAL LIABILITIES AND CAPITAL	\$	
--------------------------------------	-----------	--

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

Jan 20 ___ \$ _____	April 20 ___ \$ _____	July 20 ___ \$ _____	Oct 20 ___ \$ _____
Feb 20 ___ \$ _____	May 20 ___ \$ _____	Aug 20 ___ \$ _____	Nov 20 ___ \$ _____
Mar 20 ___ \$ _____	June 20 ___ \$ _____	Sept 20 ___ \$ _____	Dec 20 ___ \$ _____
TOTAL MONTHLY GROSS SALES/RECEIPTS \$ _____			

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

SAMPLE

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.

AUTHORIZED SIGNATURE	DATE
----------------------	------

▶

PRINTED NAME OF PREPARER

EXHIBIT I - DPR 531, CONCESSION PERFORMANCE RATING

CONCESSION PERFORMANCE RATING

State of California - The Resources Agency
CALIFORNIA STATE PARKS

DISTRICT		PARK UNIT		DATE				
CONCESSIONAIRE		TYPE OF CONCESSION						
CATEGORIES		EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)	COMMENTS
<i>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</i>								
ACCOUNTING	RENTAL PAYMENT	8	6	2	0			
	MONTHLY DPR 54 SUBMITTAL	4	3	1	0			
	ANNUAL DPR 86 SUBMITTAL	4	3	1	0			
	MAINTAINS REGISTER JOURNAL/\$ TRAIL				0	4		
	OTHER:				0	4		
BONDS/INSURANCE	PERFORMANCE BOND				0	4		
	LIABILITY INSURANCE				0	4		
	FIRE INSURANCE				0	4		
	AUTOMOBILE INSURANCE				0	4		
	OTHER:				0	4		
CONSTRUCTION	REQUIRED IMPROVEMENTS				0	4		
	TIME SCHEDULE				0	4		
	PAYMENT BOND				0	4		
	OTHER:				0	4		
USE OF PREMISES	OPERATING DAYS/HOURS	4	3	1	0			
	AUTHORIZED GOODS/SERVICES	4	3	1	0			
	APPROPRIATE SIGNAGE/ADVERTISING	4	3	1	0			
	OTHER:	4	3	1	0			
QUALITY ASSURANCE	GOODS	8	6	2	0			
	SERVICES	8	6	2	0			
	PRICES (COMPETITIVE/POSTED)	4	3	1	0			
	CUSTOMER SERVICE	8	6	2	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN					0			
<i>PAGE 1 ONLY</i>								

To
- Ta
er
- Cl
- C
bl
to
(Th
prin
del

CATEGORIES		E	S	NI	NON	COM	NA	COMMENTS
SAFETY	FIRE SAFETY/PREVENTION	4	3	1	0			
	GAS/ELECTRIC	4	3	1	0			
	GENERAL SAFETY	4	3	1	0			
	OTHER:	4	3	1	0			
FACILITY MAINTENANCE	INTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	INTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	EXTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	EXTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	GROUNDS - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	GROUNDS - FACILITY MAINTENANCE	4	3	1	0			
	MAINTENANCE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
INTERPRETIVE PROGRAM <i>(When Applicable)</i>	COSTUMES	4	3	1	0			
	MERCHANDISE AND INTERPRETIVE PLAN	4	3	1	0			
	FURNISHINGS AND INTERPRETIVE PLAN	4	3	1	0			
	EVENTS/ACTIVITIES AND INTERPRETIVE PLAN	4	3	1	0			
	IMPLEMENTATION OF INTERPRETIVE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN <i>PAGE 2 ONLY</i>					0	0		
TOTAL POINTS PER COLUMN <i>PAGE 1 + PAGE 2</i>					0			
TOTAL POINTS RECEIVED FROM ALL CATEGORIES		MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES		PERCENT RATING		ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?*		
()		x 100 =		#DIV/0!		
OVERALL RATING <i>(Based on percent rating)</i>						<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%)								
RATER'S SIGNATURE		TITLE		DATE		RATER DISCUSSED REPORT WITH CONCESSIONAIRE?		
						<input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No		
In signing this report I do not necessarily agree with the conclusion of the rater.								
CONCESSIONAIRE'S SIGNATURE		TITLE		DATE				

***NOTE:** A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.

EXHIBIT J - DRUG FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME		FEDERAL ID NUMBER
BY (Authorized Signature)		DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code)
TITLE		()
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts^(DATE) or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.