

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-160

DATE September 07, 2023

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RANCHO PARK GOLF COURSE – AMENDED AND RESTATED AGREEMENT TO AGREEMENT WITH THE TAVERN AT RANCHO PARK, LLC FOR REDEVELOPMENT, OPERATION AND MAINTENANCE OF THE FOOD AND BEVERAGE CONCESSION AT RANCHO PARK GOLF COURSE – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTIONS 15301(a) [INTERIOR OR EXTERIOR ALTERATIONS INVOLVING SUCH THINGS AS INTERIOR PARTITIONS, PLUMBING, AND ELECTRICAL CONVEYANCES;]; 15301(d) [RESTORATION OR REHABILITATION OF DETERIORATED OR DAMAGED STRUCTURES, FACILITIES, OR MECHANICAL EQUIPMENT TO MEET CURRENT STANDARDS OF PUBLIC HEALTH AND SAFETY]; 15302(c) [REPLACEMENT OR RECONSTRUCTION OF EXISTING UTILITY SYSTEMS AND/OR FACILITIES INVOLVING NEGLIGIBLE OR NO EXPANSION OF CAPACITY]; 15303(e) [INSTALLATION OF ACCESSORY (APPURTENANT) STRUCTURES INCLUDING GARAGES, CARPORTS, PATIOS, SWIMMING POOLS, AND FENCES]; AND 15304(a) [GRADING ON LAND WITH A SLOPE OF LESS THAN 10 PERCENT] OF CALIFORNIA CEQA GUIDELINES AS WELL AS TO ARTICLE III, SECTION 1, CLASS 1(1), CLASS 1(4), CLASS 1(14), CLASS 2(3), CLASS 11(6) AND CLASS 4(1) OF CITY CEQA GUIDELINES

M. Rudnick	_____	B. Jackson	_____
B. Jones	_____	C. Santo Domingo	_____
*B. Aguirre	<u>BA</u>	N. Williams	_____

9/6
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary Sakisho Sarden

RECOMMENDATIONS

1. Approve a proposed Amended and Restated Concession Agreement No. 3754 (Agreement), between the City of Los Angeles (City) and The Tavern at Rancho Park, LLC (TRP) for the redevelopment, operation and maintenance of the food and beverage concession at the Rancho Park Golf Course (Concession) in substantially the form attached as Attachment 1 to this Report, subject to approval by the City Council and the City Attorney as to form;
2. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301(a) [Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical

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- conveyances;]; 15301(d) [Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety]; 15302(c) [Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity]; 15303(e) [Installation of Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences]; and 15304(a) [Grading on land with a slope of less than 10 percent] of California CEQA Guidelines as well as to Article III, Section 1, Class 1(1), Class 1(4), Class 1(14), Class 2(3), Class 11(6) and Class 4(1) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
3. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;
 4. Direct the Board of Recreation and Parks Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor in accordance with the Executive Directive No. 3 (Villaraigosa Series), the City Council for approval, and to the City Attorney for approval as to form; and
 5. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to execute the proposed Agreement substantially in the form attached as Attachment 1 to this Report upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement.

SUMMARY

The Concession is part of the 18-hole, par 71 championship course at Rancho Park Golf Complex (Rancho Park) located in the Cheviot Hills community of Los Angeles at 10460 W. Pico Blvd, Los Angeles, CA 90064. The golf complex features golf cart rentals; a double-deck driving range; putting greens; a halfway house; and clubhouse serving food and beverages, including alcohol.

In October 2017, RAP released a Request for Proposal (RFP) for Golf Course Food and Beverage concession operation for multiple locations, which included Rancho Park (CON-G17-007).

On September 5, 2018, the Board approved the selection of The Tavern at Rancho Park, LLC (TRP) as the highest ranked and best qualified proposer for the redevelopment, operation and maintenance of the Golf Food and Beverage Concession at Rancho Park Golf, RFP CON-G18-002 (Report No. 18-187), and authorized RAP staff to negotiate the terms and conditions of a concession agreement with TRP. Subsequently, on March 6, 2019, the Board approved and authorized the execution of an agreement between the City and TRP for the redevelopment, operation and maintenance of the Concession (Report No. 19-048). Subsequent to the approval of that agreement by the Board, staff received communications from the Westside Neighborhood Council (WNC) who expressed various concerns regarding special events, parking and traffic, noise, and a proposed microbrewery feature.

In response to these concerns, on June 19, 2019, the Board rescinded its prior approval and authorization of the execution of the agreement (Report No. 19-127). Subsequently, RAP staff revised a draft of the agreement to address the concerns raised by WNC, and on July 3, 2019, the Board approved and authorized execution of a revised agreement for the redevelopment,

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operation and maintenance of the food and beverage concession which included new language that addressed the concerns raised by the WNC. (Report No. 19-135).

On May 1, 2020, RAP executed the revised agreement, Agreement No. 3754 between the City and TRP. As part of this revised agreement, TRP was obligated to undertake and complete a capital improvements project at TRP's expense with an investment of no less than approximately \$4.2 million. Upon taking over the operation and in anticipation of beginning demolition of the facility shortly thereafter, TRP commenced operations, providing food and beverage service, including alcoholic beverages from an upscale mobile food truck. This was intended to be a temporary solution while the demolition and renovation of the clubhouse was completed. However, due to impacts of the COVID-19 pandemic and economic uncertainty, construction was put on hold until the fall of 2021.

Perimeter fencing was erected in November 2021 around the clubhouse, and a temporary golf starter office and temporary restrooms were put into place in preparation for internal demolition and construction by TRP. As preparation for exterior demolition commenced, it was discovered that the electrical switchgear for the clubhouse had various critical issues, including: Exceeding its life expectancy by 35+ years; Having irreplaceable internal components since parts were no longer available; its service conductors feeding the panels not meeting Los Angeles Department of Water and Power (LADWP) requirements and specifications; and a Los Angeles Department of Building and Safety (LADBS) inspection noting that the existing equipment "show(s) evidence of a hazard to life and property." Another condition that was discovered was the presence of hazardous materials at the clubhouse. As required prior to starting demolition, an onsite test was performed. Through testing, it was found that the site has numerous critical areas (i.e. interior concessions area, exterior paint, and roofing) which contained hazardous materials (i.e. asbestos, lead paint). Any construction in these areas prior to hazardous material abatement would be dangerous for the construction crew and patrons. It was determined that the costs to address the switchgear and hazardous material (hazmat) issues would increase the original capital improvement budget proposed by TRP by an estimated \$2 million.

Upon discovery of these conditions, TRP notified RAP and discussions commenced on how to best address the conditions. Following internal discussions within RAP and discussions with TRP, RAP and TRP agreed in concept for RAP to be responsible for the exterior hazmat abatement work, the switchgear work, and perimeter fencing and temporary starter's office/restrooms costs (collectively, "Remedial Work") for the duration of time from when the conditions were discovered until the commencement of demolition; with TRP being responsible for the interior abatement work. In addition, TRP agreed to perform additional work (along with the Remedial Work, collectively the "Supplemental Work") as part of TRP's capital improvement project, including: grading and paving work required for compliance with the Americans with Disabilities Act (ADA), which was unknown by RAP at the time it issued the RFP under which TRP submitted its proposal and which is a requirement in order to obtain a permit for the clubhouse to reopen upon completion and is an enhancement to the entire golf facility; installation of infrastructure for electric vehicle (EV) charging stations in the parking lot which aligns with the City's sustainability goals and which can be accomplished in a cost-effective manner for the City if it is done by TRP while the electrical switchgear work is being done and would enhance the facility and the concession; and interior millwork and upgrades for a new pro shop to be operated by RAP's Golf Division which can also be accomplished in a cost-effective manner if it is done by TRP while TRP makes its

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improvements as part of its original capital improvement project and which will enhance the facility and the concession.

RAP staff and TRP agreed that TRP would complete all the Supplemental Work, with RAP to reimburse TRP for such work through rent credits which will be credited upon verification and validation of the expenditures. RAP's Planning, Construction and Maintenance (PMC) Division has reviewed TRP's not-to-exceed cost estimates for this work and have determined that it is time efficient and economically advantageous to RAP for TRP to undertake such work.

Demolition resumed in July 2023 and construction will commence in September 2023, with a projected completion date of June 2024. The proposed Amended and Restated Agreement addresses the Supplemental Work and reimbursement arrangements.

AMENDED AND RESTATED AGREEMENT

TRP's original proposed capital improvement project for this concession included an investment of approximately \$4.3 million. Due to the unexpected conditions described above and due to the COVID-19 pandemic, the project faced significant delays and increased costs. Despite the many challenges and increase in estimated costs, TRP remains committed to completing the project as originally proposed. In consideration of the project delays and in order to most efficiently address the Supplemental Work, RAP staff proposes to make certain revisions to the existing agreement as outlined below:

Term of Agreement

The term of the existing agreement is ten years plus one five-year extension option exercisable at the sole discretion of RAP's general manager. The initial ten-year term is set to expire on April 30, 2030. Due to the significant delay in the project timeline attributable to the COVID-19 pandemic and the discovery of the conditions described above, RAP staff proposes extending the initial term by five years, which establishes a new expiration date of the initial term of April 30, 2035. Additionally, the five-year option exercisable at the discretion of RAP's general manager will remain, establishing an expiration date of April 30, 2040, should the extension option be exercised.

Capital Improvements, Equipment, and Ongoing Refurbishment

The Supplemental Work detailed above will be added to the list of capital improvements to be undertaken by TRP as part of its capital improvement project with the stipulation that RAP will reimburse TRP, through rent credits, for the costs of the Supplemental Work which is estimated to be \$3.5 million. This will not affect the RAP General Fund as it will be credited via payments that would have gone to the Golf Special Account. RAP will require invoices for the reimbursable work and verify the quality of the work prior to authorizing any rent credits. TRP will be responsible for completing all of the capital improvements, including the Supplemental Work, even if costs exceed the estimated costs of the Supplemental Work as set forth in the Agreement. A summary of the original capital improvement work and the Supplemental Work is attached as Attachment 2 to this Report.

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CONCLUSION

The proposed amended and restated Agreement is attached as Attachment 1 to this Report and is marked to show the revisions from the original executed agreement. RAP staff recommends approval of this amended and restated Agreement (Attachment 1) and it will ensure that this iconic facility is properly renovated as originally proposed by TRP so that it will benefit the public for decades to come.

ENVIRONMENTAL IMPACT

The Board approved the agreement between the Department of Recreation and Parks and The Tavern at Rancho Park with Board Report 19-048 and Board Report 19-135. With these Reports the Board exempted the proposed Project from the California Environmental Quality Act. The proposed amendment to the agreement includes capital improvements that were not included in the original agreement and therefore requires a new CEQA analysis and determination that takes into account the project in its entirety.

The proposed Project consists of interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; rehabilitation of deteriorated structures, to meet current standards of public health and safety; replacement of existing utility systems; installation of new accessory (appurtenant) structures and grading on land with a slope of less than 10 percent.

According to the parcel profile report retrieved on August 29, 2023, this area does not reside in a liquefaction or a coastal zone, It does reside in a methane zone and the proposed project will include measures to contain and dissipate methane intrusions according to City of Los Angeles Ordinance Section 91.106.4.1 and Division 71 of Article 1, Chapter IX of the Los Angeles Municipal Code. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of August 29, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They listed RB Case # 900640316 and RB Case # 1435 near the Project area (within 1000 feet). The Regional Water Quality Control Board closed RB Case # 900640316 in 2000 and is currently investigating RB Case # 1435 No probes or monitoring wells are expected on the project site. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed site has been included in the list of Multi-Property Historic Resources of the West Los Angeles, but the proposed Project does not cause a substantial adverse change in the significance of the site as historical resource.

Based in this information, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301(a), 15301(d), 15302(c), 15303(e) and 15304(a) of California CEQA Guidelines as well as to Article III, Section 1, Class 1(1), Class 1(4), Class1(14), Class 2(3), Class 11(6) and Class 4(1) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

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FISCAL IMPACT

There is no impact to RAP's general fund from this Board action. The reimbursement amount for the Supplemental Work will be funded through the golf operations special fund by way of a rent credit through the proposed Agreement. The estimated revenue to RAP resulting from this Agreement over the initial fifteen-year term is approximately \$16 million.

This Report was prepared by Rachel Ramos and Stanley Woo, RAP Concessions.

LIST OF ATTACHMENTS:

Attachment 1: Proposed Amended and Restated Agreement

Attachment 2: Capital Improvements Summary

AMENDED AND RESTATED AGREEMENT
FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF
RANCHO PARK GOLF COURSE
FOOD AND BEVERAGE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

THE TAVERN AT RANCHO PARK, LLC

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**AMENDED AND RESTATED AGREEMENT FOR REDEVELOPMENT, OPERATION AND
MAINTENANCE OF THE RANCHO PARK GOLF COURSE
FOOD & BEVERAGE CONCESSION**

THIS Amended and Restated Agreement (hereinafter "AGREEMENT") is made and entered into this _____ day of _____, 2023~~19~~, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and The Tavern at Rancho Park, LLC (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing food and beverage services including the sale of alcoholic beverages at Rancho Park Golf Course Restaurant (hereinafter "CONCESSION"); and

WHEREAS, RAP seeks to improve the quality and condition of the CONCESSION as an amenity for golfers and the local community; and

WHEREAS, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

WHEREAS, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the redevelopment, operation and maintenance of this CONCESSION; and

WHEREAS, RAP found it is necessary to utilize a standard request for proposal process and to evaluate proposals received based upon the criteria included in a Request for Proposal (RFP); and

WHEREAS, RAP advertised for proposals for the redevelopment, operation and maintenance of the CONCESSION, to include providing food, beverage and related services to the public; and

WHEREAS, RAP received and evaluated two proposals which were received on April 11, 2018; and

WHEREAS, The Tavern at Rancho Park, LLC was scored as the highest-ranked proposer, and selected to provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, CONCESSIONAIRE and CITY entered into that certain Agreement for the Redevelopment, Operation and Maintenance of Rancho Park Golf Course Food and Beverage Concession ("Original Agreement"), effective May 1, 2020,~~desires to enter into such AGREEMENT~~ to provide services of the type and character required therein by CITY to meet the needs of the public at Rancho Park Golf Course Restaurant; and

WHEREAS, CONCESSIONAIRE and CITY now desire to amend the Original Agreement to reflect additional terms on the part of each of the parties with respect to additional work to be done as part of the redevelopment of the CONCESSION premises, and each party desires to enter into this Amended and Restated Agreement for the Redevelopment, Operation and

Maintenance of Rancho Park Golf Course Food and Beverage Concession to memorialize such additional terms; and

WHEREAS, upon execution of this AGREEMENT by both CONCESSIONAIRE and CITY, both parties agree that the Original Agreement shall be replaced and superceded in its entirety by this AGREEMENT.-

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties and recitals set forth herein, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT:	This Concession Agreement consisting of thirty-three (33) pages and fourteen (14) exhibits (A-N) attached hereto.
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, Acting by and through its Department of Recreation and Parks.
CONCESSION:	Rancho Park Golf Course Food and Beverage Concession
CONCESSIONAIRE:	The Tavern at Rancho Park, LLC
FACILITY:	Rancho Park Golf Course
GENERAL MANAGER:	General Manager of RAP, or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
RAP:	Department of Recreation and Parks
SPECIAL EVENT:	A prearranged gathering, scheduled through the CONCESSIONAIRE's designated Special Events manager, involving the exclusive use of any or all portions of the Banquet Hall area of the PREMISES by the event participants (as identified in Exhibit B).
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22/04/17 V.13), attached hereto as "Exhibit A" and incorporated herein.

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION to sell food and beverages and offer related services as approved by the GENERAL MANAGER. Value-priced meals; pre-prepared and packaged items; and beverages for quick take-away service will also be available. Designated space authorized for use and activities by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY. Activities involving the screening of movies on the driving range of the FACILITY, which is not included as part of the PREMISES, is not and shall not be permitted unless requested by the community and authorized by the GENERAL MANAGER or designee at his/her sole discretion.

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES (which shall include any kiosks, vending machines or other mobile/temporary solutions for providing food and beverage services as permitted hereunder), this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks (excluding alcoholic beverages) to the golf course. In addition, CONCESSIONAIRE is prohibited from producing, manufacturing or brewing in any manner on the PREMISES any alcoholic beverages or non-alcoholic beers or spirits which will not be consumed in total on the FACILITY, and CONCESSIONAIRE shall not distribute or sell any such beverages for consumption off of the FACILITY.

CONCESSIONAIRE is granted the exclusive right to operate and manage the banquet hall space to be developed as described in Section 6 of this Agreement. RAP reserves the right to utilize, free of charge, the banquet hall for RAP-sponsored activities such as golf tournaments and meetings in coordination with CONCESSIONAIRE. No more than 30 special events involving over 100 guests per event, not including RAP-sponsored activities, shall be held in the banquet hall on an annual basis. RAP shall have discretion over the number of special events and any other events for which the banquet hall is rented.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

Subject to the provisions set forth in Section 5.T. of this Agreement, RAP reserves the right to further develop or improve the PREMISES as it sees fit without interference or hindrance.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 10460 W. Pico Blvd., Los Angeles, CA 90064. The PREMISES shall include the restaurant, halfway house, and all, if any, portions of the golf course~~s~~ that the GENERAL MANAGER, by express written consent, approves for offering food and beverage service, and mobile solutions. The location of the PREMISES is as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver PREMISES to Concessionaire in "as is" condition.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be ~~ten~~ fifteen years (the "Initial Term") with one five-year extension option (the "Extension Option") exercisable at the sole discretion of RAP's General Manager~~,~~. The Initial Term shall be effective on ~~May 1, 2020~~ the last date of execution of this AGREEMENT ("Commencement Date"). RAP's General Manager shall exercise the Extension Option by providing written notice ("Option Notice") to CONCESSIONAIRE no later than 12 months prior to the expiration of the Initial Term of this AGREEMENT notifying CONCESSIONAIRE of RAP's intent to exercise such option. The option term shall be upon the same terms, covenants and conditions contained in this AGREEMENT, except with respect to the calculation of the monthly rent and MAG (as such term is defined in Section 8) as further specified in Section 8 below, and the construction of the initial capital improvements set forth in Section 6 below. In the event that RAP and CONCESSIONAIRE are unable to agree in good faith on the calculation of the monthly rent and MAG within 120 days after the date of the Option Notice, then CONCESSIONAIRE shall not be bound by RAP's exercise of the Extension Option and RAP's exercise of the Extension Option shall be null and void. This AGREEMENT shall, thereafter, terminate upon the expiration or other earlier termination of the Initial Term in accordance with this AGREEMENT, and the parties shall have no further obligation or liability under this AGREEMENT. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken by RAP to decline to exercise an option to extend the term of this AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area at least twenty-five (25) feet clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster.

CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti in the interior of the Premises.

B. Conduct

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the reasonable satisfaction of RAP.

C. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

D. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.
2. CONCESSIONAIRE agrees that in the event of breach (as may be reasonably determined by the City) of any of the above nondiscrimination covenants, with proper notification as per Section 21, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. Personnel

1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide the General Manager or its designated staff with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory pursuant ~~to the~~ to the terms of this Section, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, which approval shall not be unreasonably withheld or delayed, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within five (5) business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE, such approval not to be unreasonably withheld or delayed.

Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction. In the event any employees, volunteers and/or subcontractors (including all employees and volunteers for any subcontractor) has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, CONCESSIONAIRE shall immediately remove such employee, volunteers and/or subcontractors from the PREMISES at RAP's instruction. In the event any principal or owner of CONCESSIONAIRE has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, such actions shall not be deemed a material breach of this AGREEMENT by the CONCESSIONAIRE until CONCESSIONAIRE has first received written notice from RAP of the alleged serious act of misconduct perpetrated by such principal or owner and CONCESSIONAIRE has thereafter had an opportunity to remove such principal or owner from the entity constituting CONCESSIONAIRE pursuant to CONCESSIONAIRE'S procedures for removal of a member in accordance with its organizational documents along with removal of such principal or owner from the Premises, if applicable. In the event CONCESSIONAIRE has not removed the principal or owner within thirty (30) calendar days after receiving the written notice described above, CITY shall have the right to terminate this AGREEMENT pursuant to such breach.

F. Menu and Pricing

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the reasonable opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of this

AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).
4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
5. CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.
6. CONCESSIONAIRE shall offer a value-priced express menu for golfers, which includes at least two meal choices for breakfast and lunch with priority for speed of service.
7. CONCESSIONAIRE shall offer pre-set bulk menus with prices for golf tournaments.
8. CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.
9. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class high quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

10. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be

prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which, in the opinion of GENERAL MANAGER, will cause undue litter or, in the reasonable opinion of GENERAL MANAGER, negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs.

11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.
12. The parties hereto acknowledge that during construction of the Redevelopment Project (with the exception of the Banquet Hall) CONCESSIONAIRE shall provide food and beverage service only from the Airstream food truck, and shall not be required to offer pre-set bulk menus with prices for golf tournaments. In the event that CONCESSIONAIRE declines to provide pre-set bulk food and beverage service, RAP shall have the right to utilize another food service provider.

G. Diversion of Business

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this AGREEMENT.

H. Equipment, Furnishings, and Expendables

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, except for equipment detailed in Section 6 and Exhibit G.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit E). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property, from the PREMISES and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

I. Maintenance of Equipment

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone lines, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

J. Claims for Labor and Materials

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. Signs and Advertisements

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

CONCESSIONAIRE shall place a public notice that CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

At FACILITY, CONCESSIONAIRE shall provide the following credit, or as proportions of signage allow, similar credit as approved by RAP in writing:

"In Collaboration with the City of Los Angeles Department of Recreation and Parks."

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to substantially the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install umbrellas or canopy shade structures bearing the City's or RAP logo. Said umbrellas or canopy shade structures shall be provided by RAP at no cost to CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this CONCESSION.

L. Utilities

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, excluding water, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE. CONCESSIONAIRE must install electrical sub-meters if necessary.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water,

earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

The City will incur the cost of water during the term of this Agreement without reimbursement from CONCESSIONAIRE. Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the PREMISES.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP, excluding water.

M. Vending Machines and Food Carts

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

RAP may consider request from CONCESSIONAIRE to install vending machines; and/or may order the installation of vending machines to increase service at the FACILITY at RAP's sole discretion. If installed, gross receipts from vending machine service are subject to Section 8 "Minimum Annual Guarantee and Monthly Rental Payment" terms and conditions.

For the avoidance of doubt, CONCESSIONAIRE may provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main restaurant. The CONCESSIONAIRE shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing.

N. Safety

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices on the Premises, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 21, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP and upon prior notice to CONCESSIONAIRE, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

- O. **Environmental Sensitivity**
CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.
- P. **Fund Raising Activities**
CONCESSIONAIRE is expected to cooperate with RAP personnel on all matters relative to fund-raising and/or special events at the discretion of RAP.
- Q. **Community Outreach**
CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.
- R. **Amplified Sound & Noise**
No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP. If RAP or CONCESSIONAIRE receive any noise complaints associated with any activity on the PREMISES, CONCESSIONAIRE shall take reasonable steps to mitigate such noise and provide mitigation plans to RAP within 10 business days of the initial noise complaint. CONCESSIONAIRE further agrees to work in good faith with RAP to implement measures to mitigate noise impacts to the neighboring residential community. In particular, noise from outdoor patio areas shall be minimized.
- S. **Security**
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.
- T. **Quiet Enjoyment**
CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination, which shall be reasonable, of any solution to such dispute; RAP's final reasonable determination shall be binding upon all parties in such dispute.
- U. **Receipts**
1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

V. **Parking & Traffic Mitigation**

1. CONCESSIONAIRE shall coordinate with RAP to implement valet parking when a planned special event or other peak activity is anticipated to affect the capacity of the parking lot, at the discretion of RAP.
2. If valet service is utilized, CONCESSIONAIRE shall prohibit the valet service operator from placing the valet parking kiosk and from parking cars on neighboring residential streets.
3. CONCESSIONAIRE shall coordinate in good faith with RAP to prioritize parking for golf patrons and mitigate parking and traffic impacts to the neighboring residential communities.

SECTION 6. CAPITAL IMPROVEMENTS, EQUIPMENT, AND ONGOING REFURBISHMENT

CONCESSIONAIRE shall spend the following amounts as listed in the (Exhibit C) Proposal – Section Forms; Capital Investment Form (RFP Exhibit L Form, completed) (the “Redevelopment Project”):

Main Restaurant; Entry & Bathrooms/Lounge; Halfway House	\$1,961,874
Furniture, Fixtures and Equipment; Airstream Food Truck; Brewing Onsite	\$ 559,956
Architectural, Engineering	\$ 261,326
Banquet Hall Development	\$1,502,028

Total:	\$4,285,184

The Four Million Two Hundred Eighty-Five Thousand, One Hundred Eighty-Four Dollars (\$4,285,184) investment must be spent on the CONCESSION Redevelopment Project or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the improvements as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the Redevelopment Project as set forth in its Proposal. Paid invoices by CONCESSIONAIRE for the Redevelopment Project shall be submitted to RAP at the completion of each improvement for the Redevelopment Project for verification.

CONCESSIONAIRE shall complete the above improvements as submitted in the Proposal, as may be further refined and approved by City, within one year from the Commencement Date as set forth in Section 4 of this Agreement, with the exception of the Banquet Hall Development which CONCESSIONAIRE shall complete within two years from the Commencement Date as set forth in Section 4 of this Agreement.

In an effort to mitigate noise impacts to the neighboring residential community, CONCESSIONAIRE shall employ construction methods and materials, particularly in the Banquet Hall Development and patio areas, to minimize noise.

In the event that CONCESSIONAIRE becomes aware that it will be unable to complete the required improvements within the one year period set forth above due to the discovery of any unforeseen material structural issues with the building or any other circumstances beyond the control of CONCESSIONAIRE that delay the timely construction of the required improvements, CONCESSIONAIRE shall promptly notify the CITY in writing of such anticipated delay and the parties shall negotiate a reasonable extension of time beyond the one year period during which CONCESSIONAIRE shall complete the required improvements. During any such period, the MAG

shall continue to be suspended, CONCESSIONAIRE shall not be deemed to be in default or breach for failure to complete the improvements, and any penalties for failure to complete the improvements shall be waived.

A. Capital Improvements

CONCESSIONAIRE shall undertake and complete the following improvements as part of the Redevelopment Project:

- For compliancy with the Americans with Disabilities Act (ADA), upgrade seating in both restaurant and bar area; cash transaction counter, and doors.
- Aesthetic upgrades through paint, flooring, furniture, and lighting fixtures.
- Remodel/reconfiguration of the main lobby and restrooms (including necessary plumbing).
- Remodel of the restaurant and bar lounge with removal of the dividing wall to create a larger uniform space.
- Installation of a grease interceptor
- Installation of a back deck with trellis
- Installation of a front patio
- Remodel of the Halfway House
- Design and construction of banquet hall/secondary bar
- If necessary for direct billing, install an electrical sub-meter.
- Provision of Wi-Fi (up to 80% of the maximum capacity of customers will be able to access Wi-Fi simultaneously with a concurrent download speed of 3 megabits per second.)

In commencing the Redevelopment Project, CITY and In the event that CONCESSIONAIRE acknowledge the discovery on the CONCESSION PREMISES of discovers of various hazardous materials, electrical system flaws during design or construction that the CONCESSION PREMISES contains hidden structural damage, electrical weaknesses, plumbing flaws, and issues regarding compliance with American with Disabilities Act (ADA) access (collectively, "Discovered Issues"). The parties agree that such Discovered Issues require abatement, replacement, remediation and/or repair (collectively, "Remediation") in order for ~~other major deficiencies previously unknown to CONCESSIONAIRE which prohibits CONCESSIONAIRE to proceed with its Redevelopment Project.~~ In addition to the Discovered Issues, RAP has determined that it is cost-efficient and in the best interest of RAP to complete construction of certain other items not related to the Discovered Issues but most efficiently and cost-effectively constructed during the Remediation and Redevelopment Project ("Contingency Items"). RAP and CONCESSIONAIRE agree that the Remediation and the Contingency Items are most efficiently and cost-effectively completed by CONCESSIONAIRE as part of CONCESSIONAIRE's completion of the Redevelopment Project, and CONCESSIONAIRE hereby agrees to complete such Remediation and Contingency Items ("Supplemental Project") in concert with the Redevelopment Project. The plans for the Supplemental Project shall be as approved by RAP, and RAP shall reimburse CONCESSIONAIRE for the costs of completing the Supplemental Project as set forth herein ("Supplemental Reimbursement").

from making the improvements under normal conditions ("Contingency"), RAP may in good faith negotiate with CONCESSIONAIRE for a reasonable reimbursement of CONCESSIONAIRE'S added expenses required to complete the proposed Redevelopment Project improvements as a result of the Contingency ("Contingency Reimbursement"). If agreed to by RAP, ~~The Supplemental Contingency Reimbursement shall be made through rent credit on monthly rent due by CONCESSIONAIRE to CITY under this AGREEMENT. The monthly rent credit amount would consist of the entire monthly rent payment due and would commence after RAP has verified that all Redevelopment Project and Supplemental Project improvements are completed as proposed and approved by RAP, and that RAP is satisfied with the quality of work of such improvements, and ;~~

and the paid invoices by CONCESSIONAIRE for all Redevelopment Project and Supplemental Project improvements have been received and verified by RAP. All new construction and improvements or substitutions permitted by RAP as part of the Redevelopment Project and Supplemental Project shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new construction and improvements shall be vested in RAP. At the conclusion of each improvement, CONCESSIONAIRE shall submit proof of project completion to RAP, which shall include paid invoices by CONCESSIONAIRE for the Redevelopment Project and/or Supplemental Project improvements. RAP shall review the improvements for completion as proposed and determine if RAP is satisfied with the quality of work. All improvements shall become the property of RAP. Additionally, if the value of all completed required and optional improvements is less than the amount specified in this Section 6 of this AGREEMENT, CONCESSIONAIRE will be responsible to RAP for the difference within thirty (30) days of written notification.

In no event shall CITY reimburse CONCESSIONAIRE in excess of the Estimated & Not To Exceed Cost for each of the Supplemental Project items as set forth below. In the event that the Estimated & Not To Exceed Cost listed below is not sufficient to complete the Supplemental Project, CONCESSIONAIRE shall be responsible for any additional costs to complete the Supplemental Project. Paid invoices by CONCESSIONAIRE for the Supplemental Project shall be submitted to RAP at the completion of each improvement for the Supplemental Project for verification. The following list includes scopes of work and estimated NOT TO EXCEED amounts for items to be considered part of the Contingency Reimbursement:

<u>Supplemental Project Description of work</u>	<u>“ESTIMATED & NOT TO EXCEED COST”</u>
<u>Demo hazardous material</u>	<u>\$ 399,428</u>
<u>Roof hazmat abatement and replacement</u>	<u>\$ 556,000</u>
<u>Demolition for ADA path of travel work</u>	<u>\$ 507,769</u>
<u>Doors, frames & hardware (exterior portions)</u>	<u>\$ 1,747</u>
<u>Windows & storefront doors (exterior portions)</u>	<u>\$ 157,735</u>
<u>Electrical - switchgear, panelboards</u>	<u>\$ 1,018,052</u>
<u>Electrical associated with switchgear upgrade</u>	<u>\$ 251,371</u>
<u>Pro shop – Points of connection and millwork</u>	<u>\$ 30,000</u>
<u>Parking lot ADA improvements</u>	<u>\$ 1,885</u>
<u>Site grading</u>	<u>\$ 19,795</u>
<u>Concrete curbs</u>	<u>\$ 15,000</u>
<u>Concrete walk paths</u>	<u>\$ 185,000</u>
<u>Temp fencing/temp facilities</u>	<u>\$ 69,354</u>
<u>Consultant fees (ADA)</u>	<u>\$ 30,000</u>
<u>EV Charging station infrastructure</u>	<u>\$ 334,000</u>
<u>TOTAL</u>	<u>\$ 3,577,136</u>

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements in the Redevelopment Project and Supplemental Project, or substitutions permitted by RAP, according to approved plans, regardless of cost. RAP will approve all design and construction plans and drawings prior to commencement of any work at the PREMISES. CONCESSIONAIRE shall bear

all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for Redevelopment Project [or Supplemental Project](#) improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the reasonable satisfaction of RAP pursuant to the approved plans. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP pursuant to the terms of this AGREEMENT, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each improvement, CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of RAP. Additionally, if the value of all completed required and optional improvements is less than the amount specified in Section 6 of this AGREEMENT—(i.e. ~~\$4,285,184~~), CONCESSIONAIRE will be responsible to RAP for payment of the difference within thirty (30) days of written notification.

RAP reserves the right to limit the number of outdoor seats in all patio areas in order to mitigate noise or impacts to the recreational use of the FACILITY and the neighboring residential community.

Subject to Section 5.T., RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

1. Compliance with Applicable Rules and Regulations

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances (including those regarding historic and cultural monuments), building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

2. Procurement of Permits and Approvals

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of equipment, and interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE's obtaining of said permits and approvals.

3. Subcontractors

CONCESSIONAIRE shall require by any contract that it awards in connection with structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all

applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

B. Equipment Investments

CONCESSIONAIRE shall purchase the new equipment valued at Five Hundred Fifty-Nine Thousand, Nine Hundred Fifty-Six Dollars (\$559,956) as set forth in Exhibit G attached hereto. All new equipment which includes kitchen equipment, furniture, audio visual/security equipment, signage on building, Airstream food truck, onsite brewing equipment, or substitutions permitted by RAP, as set forth on Exhibit G, shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new equipment shall be vested in RAP.

C. Ongoing Refurbishment

CONCESSIONAIRE shall perform annually maintenance and repair to the CONCESSION and equipment (including any improvements thereto, including the Redevelopment Project improvements), regardless if equipment is City-owned or property of CONCESSIONAIRE, during the term of the AGREEMENT in order to maintain operations in a safe, clean, attractive environment.

RAP shall have reasonable discretion to schedule/order refurbishments with CONCESSIONAIRE upon inspection of the PREMISES.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSIONAIRE must operate the CONCESSION 365 days a year. CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with golf operations. For the avoidance of doubt, if the Facility is closed, the CONCESSION may be closed accordingly. However, CONCESSIONAIRE may elect to open the CONCESSION when the FACILITY is closed. Notwithstanding the foregoing, the restaurant and banquet hall shall not be open to the public beyond 10:00 p.m.

Minimum hours of operations are thirty minutes before the first tee-time until thirty minutes after sunset.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

SECTION 8. MINIMUM ANNUAL GUARANTEE AND MONTHLY RENTAL PAYMENT

A. Minimum Annual Guarantee

The Minimum Annual Guarantee (MAG) for year one of this AGREEMENT, which is the 12-month period commencing on the Commencement Date, is One Hundred Thousand Dollars (\$100,000) ("YEAR ONE MAG"); equaling Eight Thousand Thirty-Three Dollars and Thirty-Three Cents (\$8,033.33) per month, provided, however, that the YEAR ONE MAG shall be suspended and not apply during the months of the first year of this AGREEMENT when

CONCESSIONAIRE is undertaking to complete the Redevelopment Project and Supplemental Project improvements (not including the Banquet Hall Development). During the time the YEAR ONE MAG is suspended, CONCESSIONAIRE shall be responsible for monthly rental payments based on percentage of gross receipts as set forth in Section 8.B. below.

In the event CONCESSIONAIRE completes the Redevelopment Project and Supplemental Project improvements (not including the Banquet Hall Development) prior to the end of the first year of this AGREEMENT, which completion shall be evidenced by the issuance of a Certificate of Occupancy (or the legal equivalent thereof) by the CITY or other appropriate governmental authority and CONCESSIONAIRE has commenced permanent operations at the Premises, the YEAR ONE MAG shall be reinstated and apply on a pro-rated basis for the remaining months of the first year of this AGREEMENT. In no event shall the YEAR ONE MAG be suspended for longer than the first year of this AGREEMENT, except in accordance with Section 6. It is contemplated that the Redevelopment Project and the Supplemental Project will be completed by CONCESSIONAIRE by ~~XXXXXX~~ June 30, 2024. Therefore, notwithstanding the foregoing, the YEAR ONE MAG shall be suspended until ~~XXXXXX~~ June 30, 2024, and during such suspension, CONCESSIONAIRE shall be responsible for monthly rental payments based on percentage of gross receipts as set forth in Section 8.B. below.

The MAG for years immediately following the suspension of the YEAR ONE MAG ~~two~~ through contract year fifteen ~~ten~~ is the greater of 103% of the previous year's MAG or Ninety Percent (90%) of the actual paid rent for the previous contract year. For avoidance of doubt, the MAG for the year immediately following the suspension of the YEAR ONE MAG ~~year two of this AGREEMENT~~ shall be the greater of 103% of the YEAR ONE MAG ~~previous year's MAG~~ of \$100,000 (regardless of whether the YEAR ONE MAG has been suspended for any portion of the first year for any term of this AGREEMENT) or Ninety Percent (90%) of the actual paid rent for the first year of this AGREEMENT. Each subsequent year's MAG shall be determined at the conclusion of the previous contract year.

If the Extension Option is exercised by RAP, the MAG for years ~~eleven-sixteen~~ (164) through ~~fifteen-twenty~~ (2015) shall be negotiated pursuant to Section 4.

B. Rental Payment Calculation

As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly rental payment as follows:

The greater of:

- One-twelfth of the Minimum Annual Guarantee, provided, however that the YEAR ONE MAG shall not apply during certain portions of the first year of this AGREEMENT as provided in Section 8.A. above.

or

- Six percent (6%) of gross receipts on all sales of food and non-alcoholic beverages; twelve percent (12%) on gross receipts of all sales on alcohol; twelve percent (12%) on gross receipts of all special events; and six percent (6%) on gross receipts of all vending machine sales.

Refer to SECTION 8.D for the definition of "Gross Receipts."

C. Payment Due

Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit H) shall be addressed to:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Concessions Division
P. O. Box 86328
Los Angeles, CA 90086

D. Gross Receipts Defined

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales tax, use tax, or excise tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the CONCESSION;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers; and

11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and
14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

E. Monthly Revenue Reports

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit H) for the month for which a payment is submitted.

F. Late Payment Fee

Failure of CONCESSIONAIRE to timely pay any of the monthly rental payment or any other fees, charges, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary, provided that RAP shall not terminate or take such other legal action until RAP has first provided CONCESSIONAIRE with written notice of such non-payment and CONCESSIONAIRE has had a period of thirty (30) days from receipt thereof to cure such non-payment, pursuant to Section 20 hereof.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that RAP will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay RAP a late fee set forth below to compensate RAP for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate allowed by law, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late payments by RAP shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular payment so accepted.

G. Compliance with Identity Theft Laws and Payment Card Data Security Standards:

CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data

Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

SECTION 9. ADDITIONAL FEES AND CHARGES

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 10. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit I); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit I).

SECTION 11. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

A. Interior of Premises

1. Areas to be maintained by CONCESSIONAIRE:

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by RAP or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or RAP property.

CONCESSIONAIRE shall clean and restock all shared restrooms every day after 1:00 p.m. until closing. RAP will provide paper goods and hand soap. CITY shall clean and stock the restrooms from morning until 1:00 p.m. daily.

2. Duties:

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

B. Exterior of Premises and Common Passageways

RAP shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by RAP which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, RAP shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with debris from all operations.

C. Correction of Conditions Leading to Damage

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of RAP, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof,

plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand. If, for any reason, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. Property Damage and Theft Reporting

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit J) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

E. Damage or Destruction to Premises

1. Partial Damage

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

2. Extensive Damage

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by RAP at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

3. Complete Destruction

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the facility.

4. Limits of RAP'S Obligation Defined

In the application of the provisions set forth in Paragraph 1 and 2 of this Section 11.E., RAP shall be obligated to, repair or reconstruct the PREMISES, subject to the provisions set forth therein. CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. Pest Control

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

Any portion of a building or enclosed structure with walls, roof, and doors, such as the restaurant, storage facilities, banquet facilities, halfway houses, offices and storage containers owned and/or used by CONCESSIONAIRE.

In the course of conducting pest control, CONCESSIONAIRE shall adhere to RAP's Integrated Pest Management (IPM) Program which emphasizes commitment to utilize the safest and least toxic means available to control harmful and unwanted pests. Use of all second generation anticoagulant rodenticides are prohibited. They are not allowed anywhere on park property, whether in or outside buildings. All anticoagulant rodenticides are known to be detrimental to wildlife but second generation rodenticides are especially detrimental to the natural order of ecosystems. Natural predators, such as hawks, owls, coyotes and bobcats feed on rodents, thus helping control rodent populations.

Efforts should be made to use mechanical or electronic traps rather than poisons. If bait boxes are used, California law mandates bait boxes be securely anchored and labeled with the agent used.

CONCESSIONAIRE shall submit a scope of work for any proposed pest management services subcontracted and shall not subcontract without prior RAP approval. Requests for approval shall be sent to Marty.Friedman@lacity.org with a copy to Rachel.Ramos@lacity.org.

RAP shall be responsible for pest control if pests are found in or on structures or areas maintained by RAP, such as:

1. Open, unfenced areas such as those locations permitted for mobile food if applicable.
2. Shared spaces, starter offices, pro shops, restrooms, and other facilities occupied in part by CONCESSIONAIRE but maintained by RAP.
3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

SECTION 12. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and

environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;

9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 13. RATIFICATION

At the request of RAP, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, AND ratifies its AGREEMENT with CONCESSIONAIRE for such services.

SECTION 14. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Twenty-Five Thousand Dollars (\$25,000) (the "Performance Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT. RAP acknowledges receipt of the Performance Deposit as of the date of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

- A. **Agreement of Deposit and Indemnity**
CONCESSIONAIRE unconditionally agrees that in the event of any default beyond all applicable notice and cure periods, RAP shall have full power and authority to use the deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.
- B. **Maintenance of Deposit**
Said Deposit shall be held by RAP during the entire term of the AGREEMENT.
- C. **Return of Deposit to CONCESSIONAIRE**
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for

CONCESSIONAIRE'S failure to adhere to or execute the terms and conditions of the AGREEMENT.

SECTION 15. TAXES, PERMITS, AND LICENSES

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 16, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 17. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the

gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this Agreement and for three years thereafter.

A. Employee Fidelity Bonds

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. Cash and Record Handling Requirements

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. The POS system must be compatible with RAP's golf management and reservation system, be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports daily through remote communication of the systems.

D. Annual Statement of Gross Receipts and Expenses

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and

Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by RAP's General Manager or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

B. Conformance with Laws

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein.

CONCESSIONAIRE shall promptly comply with any written request or order submitted to it by CITY or RAP in accordance with the terms of this AGREEMENT.

D. Right of Inspection and Access to Concession

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY also identified to CONCESSIONAIRE by the CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits

E. Control of Premises

Subject to Section 5.T, RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. Business Inclusion Program

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit K). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld or delayed.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit L) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit M) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
 - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
 - b. Interview qualified individuals referred by EWDD; and;
 - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

H. ZERO WASTE ORDINANCE

CONCESSIONAIRE, who is a contractor that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K), shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions are incorporated into and made a part of this Contract by reference. Any subcontract entered into by CONCESSIONAIRE for work to be performed under this Contract must include an identical provision.

H.I. CEC Form 50

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit N. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

Bidder Contributions – City Charter Sections 470(c) (12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

H.J. CEC Form 55

CEC Form 55 requires bidders to identify their principals, their subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

SECTION 19. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to RAP on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or RAP, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of RAP and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of RAP shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all

personal property owned by Concessionaire and leave the Premises in good condition, ordinary wear and tear excepted. CONCESSIONAIRE will have seven (7) days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 20. CERTAIN TERMINATION PROVISIONS

A. The AGREEMENT may be terminated by CONCESSIONAIRE, via 30-day written notice, upon the happening of any of the following events:

1. The permanent abandonment by RAP or the CITY of the FACILITY or the permanent removal of all RAP services, or a material portion thereof which materially adversely affects CONCESSIONAIRE'S operations, from the FACILITY; or
2. The assumption by the United States Government or any authorized agency thereof, or the state of California or any authorized agency thereof, of the operation, control or use of the FACILITY or any substantial part thereof, in such manner as to materially restrict CONCESSIONAIRE from operating thereon.

B. In connection with the provisions set forth in Subparagraph 1 of Paragraph B (Termination for Breach of Contract) of PSC-9 of the Standard Provisions of City Contracts, CITY and CONCESSIONAIRE agree that CITY shall provide written notice of default and grant CONCESSIONAIRE a period of thirty (30) calendar days from receipt of such written notice of default to cure a breach of the AGREEMENT involving the non-payment of any monthly or percentage rental payment or any other fees, charges or payments required to be paid by the CONCESSIONAIRE under this AGREEMENT; provided, however, that CONCESSIONAIRE shall remain responsible for the payment of any late fees associated with any such breach in accordance with Section 8.F.

In connection with the provisions set forth in Paragraph A (Termination for Convenience) of PSC-9 of the Standard Provisions for City Contract (Rev.10/17)[v.3] attached hereto as Exhibit A, CITY and CONCESSIONAIRE agree that the "reasonable and allowable costs" payable to the CONCESSIONAIRE under such paragraph shall include the then undepreciated net Book Value (as calculated based on a 10 year straight-line depreciation) of all improvements completed as part of the Redevelopment Project, as of the date of termination. The term "Book Value" shall mean the following amounts described below:

1. An amount equal to the actual costs incurred by CONCESSIONAIRE (as evidenced by invoices and other supporting documentation as may be reasonably required by CITY) for the design, construction and completion of the Redevelopment Project improvements as set forth in Section 6, but in no event exceeding the costs set forth in Section 6.

SECTION 21. NOTICES

A. To RAP:
Unless otherwise stated in the AGREEMENT, written notices to RAP hereunder shall be addressed to:

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

RAP shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To CONCESSIONAIRE:

The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

The Tavern at Rancho Park, LLC
~~Nicholas Crews~~[Gregory Plummer](mailto:gregory.plummer@enjoyrepeat.com)
1924 E. Maple Avenue, Suite B
El Segundo, CA 90245

ncrews@crews1972.com greg.plummer@enjoyrepeat.com

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

SECTION 22. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. [9/10/2247](#)) (V.31)
- B. Concession Premises Map
- C. Proposal submitted by The Tavern at Rancho Park, LLC on 3/1/18 in response to RFP CON-G17-007
- D. Good Food Purchasing Program (Rev. 9/17)
- E. City-Owned Equipment List
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. New Equipment to be Purchased by Concessionaire
- H. Monthly Revenue Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Special Occurrence and Loss Report
- K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- M. Schedule C, Final Subcontracting Report

N. CEC Form 50, Bidder Certification

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, and 15) Exhibit N.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
MICHAEL A. SHULLJIMMY KIM
General Manager

THE TAVERN AT RANCHO PARK, LLC

BY: _____ DATE: _____
Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUERHYDEE FELDSTEIN SOTO, City Attorney

BY: _____ DATE: _____
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

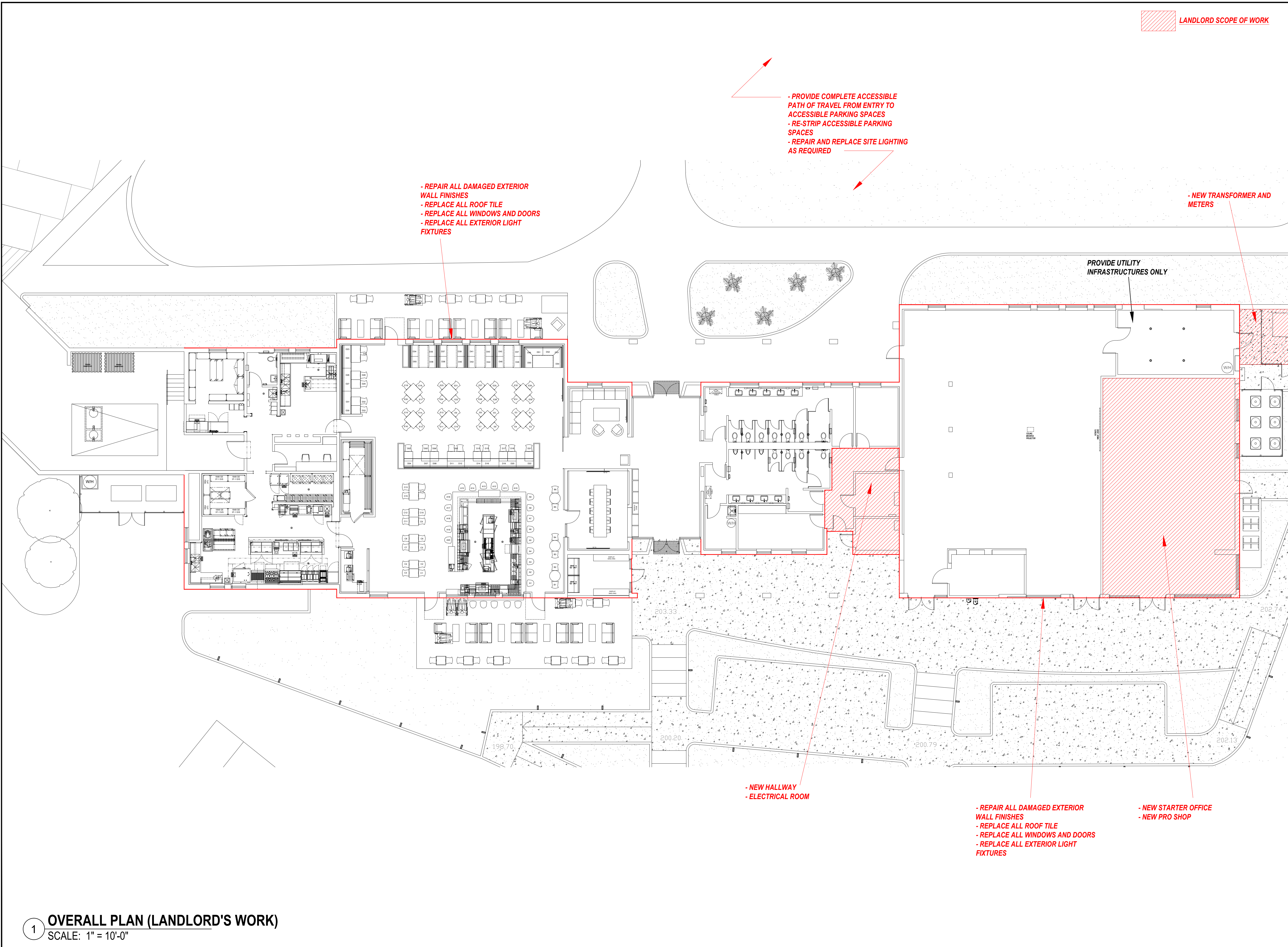
Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

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LANDLORD SCOPE OF WORK

TAVERN
AT RANCHO PARK

RANCHO PARK TAVERN
10460 WEST PICO BLVD,
LOS ANGELES, CA 90064

SAG
architecture
WWW.SAGARCHITECTURE.COM

233 CALIFORNIA ST.
EL SEGUNDO
CALIFORNIA 90245
310 322 0022

Consultant

Revisions

Seal/Signature

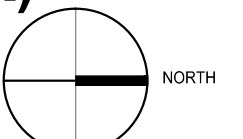


Project Number
2224

Date
JUNE 2023

Scale
1" = 10'-0"

Description
**OVERALL PLAN
(LANDLORD'S
WORK)**



A00.11

2224 - RANCHO PARK TAVERN

1 OVERALL PLAN (LANDLORD'S WORK)
SCALE: 1" = 10'-0"



RAP FOOD & BEVERAGE CONCESSION

LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
Office of the Board of Commissioners
Attention: Board Secretary
221 N. Figueroa Street, Suite 300 | Los Angeles, CA 90012



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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The Tavern at Rancho Park, LLC (“TRP”) sincerely thanks the City of Los Angeles Department of Recreation and Parks (“RAP”) for the opportunity to submit the enclosed proposal to redevelop, operate, and maintain food and beverage concessions at Rancho Park Golf Course.

The RAP opportunity at Rancho Park represents one of the city’s most exciting, unique and challenging development projects for the Crown Jewel of the RAP Golf portfolio. The following challenges influenced and served as the foundation for the development of the TRP team’s blueprint for success.

1. Building in a complex environment at an iconic Los Angeles landmark
2. The nuanced environment of private and public partnership to develop and operate a world-class facility
3. The diverse and competitive food and beverage restaurant landscape, which requires proven operators that can ensure the timely development of a world-class facility and brands;
4. The need for a proven operator to bring a new and innovative concept that pays homage to the burgeoning culinary history of Los Angeles within a facility that caters to a diverse landscape of patrons;

The TRP partners have compiled a team of proven local designers, builders, restaurateurs, chefs and masters of adult beverages to create a local LA dream team with clear competitive advantages, outlined in this proposal, to be RAP’s best partners. Our team has a track record of delivering high volume, long-standing, successful operations throughout Los Angeles and the U.S.

In fact, our team's combined history of changing the landscape of dining in Los Angeles and LAX in partnership with government agencies is unparalleled. Our long-standing partnerships with influential social change organizations and minority businesses that provide products and services to underserved communities and the traveling public prove our commitment to being the best corporate citizens. Belonging to a rare category of operators, our team has a record of developing with city entities to deliver world-class operations to both tourists and Angelenos from all socioeconomic backgrounds.

Our team's proposal conveys a sincere passion to develop and operate all new revenue centers on a site that represents a high-quality golf course and driving range dining and outdoor recreation experience, while also providing a source of secure, unprecedented long-term income to the City and RAP. Through a collaborative process, the TRP team collectively developed the enclosed concepts and space designs to complement our celebrated world-class California cuisine and hospitality that will clearly distinguish this business as a high demand destination in Southern California, for Angelenos and tourists alike.

TRP showcases the best of Los Angeles, offering a highly curated collection of food, drink and lifestyle options designed to satisfy any craving from morning to night. A dynamic and approachable community gathering place, TRP is distinctly LA in style. The TRP team brings together a collection of highly notable local purveyors, culinary visionaries and community-driven social and business enterprises in a versatile space with innovative approach.

The TRP @ Rancho Park, LLC is comprised of the following executives and operating partner entities:

- Robert B. Crews d.b.a. The Tavern at Rancho Park, LLC
- Nicholas Buford d.b.a. The Tavern at Rancho Park, LLC
- Greg Plummer d.b.a. The Tavern at Rancho Park, LLC
- Mark Verge and The Verge Company
- Cedd Moses and 213 Hospitality
- Chef Christian Page and Chef Elia Aboumrad



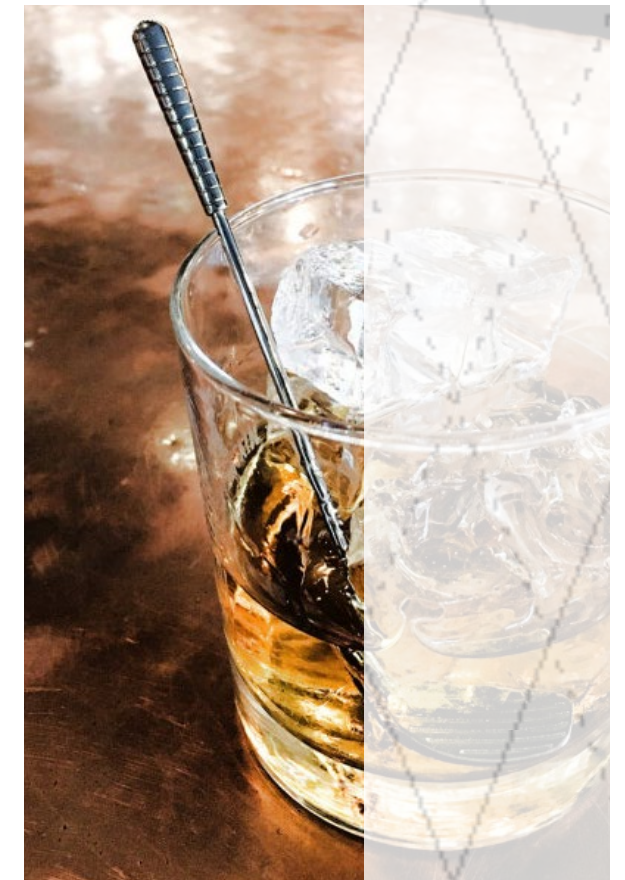
Crews ownership and management team has unparalleled ability for a private company in the development, construction and operation of high-volume restaurant and retail operations in airports. Collectively the partners of Crews have owned and operated sixty (60) locations in twenty five (25) airports around the United States. Crews and its partners have been "Innovating the Traveler's Experience" since 1972 and currently operate thirty-three (33) locations consisting of eighteen (18) different local, regional and national brands in four (4) of the highest volume airports in the U.S.



The Verge Company's restaurants and bars include: Art's Table, Margos, Ashland Hill, The OP Cafe, Shore Bar, 4100 Bar, Arts District Brewing Co., Bar Jackalope, Bar Three Piece, Broadway Bar, Cana Rum Bar, Casey's Irish Pub, Cole's French Dip, Golden Gopher, Fritzi, Half Step, Honeycut, Las Perlas, Normandie Club, Pellicola Pizzeria, Penny Pound Ice, Seven Grand DTLA, Seven Grand SD, The Rooms At Walker Inn, The Varnish and Tony's Saloon. Hotels includes: Venice on the Beach Hotel, American Hotel, Ocean Park Hotel and The Hotel Hollywood.



TRP SHOWCASES THE BEST OF LOS ANGELES, OFFERING A HIGHLY CURATED COLLECTION OF FOOD, DRINK AND LIFESTYLE OPTIONS DESIGNED TO SATISFY ANY CRAVING FROM MORNING TO NIGHT. A DYNAMIC AND APPROACHABLE COMMUNITY GATHERING PLACE, TRP IS DISTINCTLY LA IN STYLE.





The TRP team has existing partnerships with some of the most impactful change agents in the city of Los Angeles and has committed to extend these relationships to the TRP project with a long-term partnership that seeks to provide opportunity and meaningful support to thriving social enterprises that will make a lasting contribution to the City of Los Angeles. The following organizations stand in support of this proposal:

- LA Kitchen
- #HashtagLunchBag
- The Right Way Foundation
- St. Joseph's
- GAIN/GROW
- LA Travel & Tourism Bureau / Discover LA

MANAGEMENT AND OPERATIONS

The TRP team is comprised of a local management team who have developed aggressive programs to recruit quality managers and associates in order to provide excellent customer service. We are committed to hiring the right talent to create a team environment that will consistently exhibit cooperation, teamwork, productivity, self-management and flexibility to ever-changing demands.

DESIGN & CONSTRUCTION

- Proven design review processes and experience in delivering the highest caliber build-outs in complex building environments.
- A dedicated team that will effectively and efficiently navigate the LADBS and Public Health processes in partnership with RAP and the City.
- A thoughtful design approach that incorporates a Sense of Place with consideration to the neighborhood elements to maximize lifespan of facility and equipment.
- Strategic partnership with consultants, expeditors, reputable architects and general contractors to ensure a timely design and build out.
- Design and development of a facility with an impeccable attention to detail with regards to understanding and navigating the necessary construction deadlines.

OVERALL MIX OF BRANDS/CONCEPTS

Our mix of brands and concepts lives up to the "Something for Everyone" moniker. The Tavern at Rancho Park dining experiences and styles of service ensure inclusion for all at Rancho Park.

FAREWAYS GRAB & GOLF - A semi-mobile quick service coffee and sandwich cart featuring the best of local purveyors and goods, Fareways is perfect for golfers on the driving range or heading out for a round.

THE TAVERN MICROBREW LOUNGE - A brew house and craft cocktail experience that offers a one-of-a-kind beverage experience from LA's most successful bar masters for all to enjoy while viewing the driving range, unwinding after a round, or watching the latest sporting events on TV.

THE TAVERN GASTROPUB AND MICROBREW - An approachable culinary experience that features the best dishes of Los Angeles, curated by Chef Christian Page and Chef Elia Aboumrad; showcasing a collection of items to satisfy any craving from morning to night.

THE RANCHO ROOM - Special event space that provides the perfect setting for life's most precious moments, accompanied by microbrews, cocktails and dishes curated by our celebrity chefs.

THE FAREWAYS GRAB & GOLF MOBILE CART - A mobile cart offering alcoholic and non-alcoholic beverages, gourmet coffee, salads, bratwurst, sandwiches, baked goods and other items easy to grab and golf.

THE FAREWAYS HALFWAY CAFE - The halfway point on the golf course, located at the 9th tee box, offering alcoholic and non-alcoholic beverages, gourmet coffee, salads, bratwurst, sandwiches, baked goods and other items easy to grab and golf.

Cumulatively, these offerings deliver a world-class experience that will create and maintain a stable, growing source of revenue to RAP and the City for years to come.

This proposed partnership will unite Los Angeles's greatest hospitality talent to tackle the City and RAP's most important golf destination-dining location. By removing the ego and coming together to deliver the very best product, we can create a destination that we will be extremely proud of.

We thank you in advance for your consideration; we welcome any questions and the opportunity to provide clarity to ensure the full extent of this proposal is grasped with full understanding.

If you should require any additional information or clarification, please contact Crews' Managing Partner, Nicholas Buford via email - nbuford@crew1972.com or telephone - 310-417-8616 x101 or 310-600-6521.

Sincerely,

Nicholas Buford
Managing Partner





BUSINESS
PLAN



BUSINESS PLAN

Once the watering hole for the who's who of golf's hall of fame, the restaurant at Rancho Park Golf Course is truly an iconic LA dining destination for golfers and non-golfers alike. The well-manicured greens and the aura of golf's golden age deserve to be complemented by a food and beverage experience that is on par with LA's world-renowned restaurant scene.

Introducing **THE TAVERN AT RANCHO PARK**, an American Microbrew meets "Cal-Fresco" restaurant and bar experience unlike any other in Los Angeles. Scratch cooking by Chef Christian Page and Chef Elia Aboumrad and brewed-on-premise craft beer and cocktails complement the lush greens while delivering a thoughtful approach to guest service. Our team reverse-engineered our business plan to accommodate the local and international golfers who frequent Rancho Park Golf Course today, and the droves of people to follow. The Tavern at Rancho Park looks to celebrate the rich history and nostalgia of Rancho Park and Los Angeles cuisine with a modern twist.

After conducting an in-depth analysis of the RAP Request For Proposal and Rancho Park project, the detailed business plan and proposal on the following pages illustrates our team's understanding and means to best fulfill the objectives put forth by the City and the Department of Recreation and Parks.

TAVERN

AT RANCHO PARK



CONCEPT IMAGES FOR INSPIRATION

1.0-A RANCHO PARK DINING EXPERIENCES AND REVENUE CENTERS

THE TAVERN AT RANCHO PARK: GASTROPUB AND MICROBREWERY

An oasis of green among the high-rise buildings and endless traffic of Century City, Rancho Park invites you to slow down, catch your breath and take a moment to relax. The Tavern at Rancho Park is the centerpiece of this oasis, inviting you to recover from a busy workday, shopping trip or round of golf with a meal, cocktail or house-brewed craft beer. **The menus honor the location's storied history, with fresh takes on classic dishes from chefs Christian Page and Elia Aboumrad, along with timeless cocktails refreshed with local ingredients.** Even the state-of-the-art microbrewery offers a glimpse of an earlier era, when beers were hand-crafted in small batches and enjoyed outdoors. The nostalgic spirit of the menu is balanced by the fresh, modern feel of the restaurant, both indoors and out. The Tavern is a true escape from the bustling city outside the gates.

6:00am-10:00pm Monday-Thursday,
6:00am-10:00pm Friday-Sunday.
(This includes food and beverage service to the driving range).

HIGHLIGHTS OF OUR BUSINESS MODEL AND SERVICE STYLE:

- Husband and Wife team of Chef Christian Page & Chef Elia Aboumrad collaborate to bring new excitement to our nostalgia-inspired cuisine.
- Full-service table and bar service with proposed sunrise and sunset dining patios, and a beer garden to enjoy the beautiful manicured greens and fairways.
- Technology-driven service (i.e. reservations systems, onsite mobile ordering, synchronization with food delivery services, Kallpod server notification system) to ensure guest needs and expectations are exceeded from the start.
- Micro Brewing on property to deliver freshly brewed craft beer selections.
- Hours of Operation: Tee times at Rancho Park generally start at approximately 6am and our proposed hours of operation seek to meet the needs of the first golfer on the course and the last golfer at the Driving Range. The individual revenue centers are intended to maximize convenience and exceed the expectation of the players at Rancho Park.



CRAFT BEER BREWED ON-SITE

Through our proposed plan for on-premise brewing, we will utilize 300 square feet to create 6 unique styles of beer bearing the Rancho Park name made possible via the SmartBrew System. SmartBrew® is a unique brewing system designed for the hospitality industry. This revolutionary system is a game changer, making it possible for us to brew an unlimited range of world-class beers and ciders on site at Rancho Park. The SmartBrew system is controlled by a PLC intelligent Control Unit which monitors the process and ensures product consistency and automatically cleans and sterilizes itself (CIP). A standard 4x5BBL system is capable of producing up to 80 + BBL kegs of fresh, quality craft beer per month.

The on-premise production of craft beer will enhance the guests experience and create additional employment opportunities. The freshness of our Rancho Park Brews will create a total sense of place. Visible in an enclosed glass brewing room, The Tavern at Rancho Park Brew Pub and Cocktail lounge will be incomparable to any other golf course dining in the city of Los Angeles.

Our partnership with Cedd Moses and the 213 Hospitality Group allows us to collaborate with their brew masters to create unique taste profiles specific to Rancho Park.



ADULT BEVERAGES - Our cocktail menu is built on a foundation of classics designed to transport our guests to a place of enjoyment in the present. Our bespoke renditions of classic drinks showcase seasonal and locally sourced ingredients in order tell a story with every beverage and will serve as a perfect preview or encore to the perfect brunch, lunch or dinner. The Rancho Park Brews will be available at all locations within the park complex, ensuring the freshest quality craft beer at the fairest price that can be enjoyed on premise.

ATTIRE - Our guests' comfort is important to enjoying the Rancho Park dining experience. Casual attire is expected for patrons who visit Rancho for golf and is acceptable for all restaurant patrons. Patrons who wish to dress for a special occasion are also welcome. Shoes and shirt are required for service.

PRICING STRATEGY - Our pricing strategy is a systematic approach to build food cost on every item sold. A mark-up on top of cost of goods ensures that the restaurant operations are sustainable and our management team is equipped to properly maintain the property through the life of the contract. We conduct pricing surveys of like items within a 10 mile range to confirm that we are competitively priced and ensure that guests are receiving a value-driven dining experience. Because we operate other high-volume locations, our procurement team has negotiated below-market pricing for commodity based as well as other agreements. The savings we realize are then passed on in our menu pricing to offer the fairest price to our consumers.



FAMILY DINING - We welcome guests of all ages at The Tavern at Rancho Park. We will proactively help keep overly excited children calm by providing activities such as coloring books. The Tavern will provide high chairs/booster seats and we will do our best to accommodate any special requests.

LARGE GROUPS - The Tavern at Rancho Park dining room will be full-service dining. We will encourage guests with large parties to make reservations through our hostess, or online with OpenTable.

SPECIAL EVENTS - The Tavern at Rancho Park or The Rancho Room will be available for private events through our Special Events and Sales departments. Onsite management and supervisors will be flexible in working to accommodate our private event requests.

SPECIAL REQUESTS & ALLERGIES - We take great care in the composition of our dishes and cannot always facilitate special requests. Some items may contain ingredients that are not listed on the menu. Guests with allergies should speak to our team members about any requests and concerns and we will do our best to accommodate them. Our guests' well-being is important to us; alert servers immediately of any allergies.

TIME AT THE TABLE - When there are guests waiting to be seated, we may ask lingering parties to move to the bar area. Generally, we never make this request less than 90 minutes after guests are seated, and only after significant time has passed after their meal.

“CAL-FRESCO” DINING - Rancho Park is an urban oasis filled with natural beauty, and our renovated dining facilities will emphasize the natural aesthetics to complement our dining experience. In temperate climates, al fresco dining is especially popular in the summer months when temperatures and weather are most favorable. It is a style of dining that is casual and often party-like in its atmosphere. Cal-fresco dining is our SoCal take on the concept allowing patrons an opportunity to enjoy Rancho in its truest form. Guest seated on the Sunset terrace will get the pleasure of viewing golfers perfect their game on the putting greens, while the Sunrise terrace will provide sprawling views of lush greens and the driving range. With California’s year-round desirable temperatures, this strategy will allow for greater ability to service more guests and improve the experience greatly.

COMMITMENT TO QUALITY - As seasoned restaurateurs, we are proud of the quality ingredients used in every dish we serve. Long ago, we realized that what’s good for customers and their families is also good for us. That’s why our food philosophy is “Less is More.” Simple ingredients, skillfully executed consistently are the key ingredients to our success.

All menu items will comply with the Los Angeles Food Policy Council’s Good Food Purchasing Guidelines

“CAL-FRESCO DINING”
IS OUR SOCAL TAKE ON
THE CONCEPT ALLOWING
PATRONS AN OPPORTUNITY
TO ENJOY RANCHO IN ITS
TRUEST FORM.



EFFECTIVE USE OF TECHNOLOGY - The following tools will be used to manage, promote and drive sales for dining options at Rancho Park.

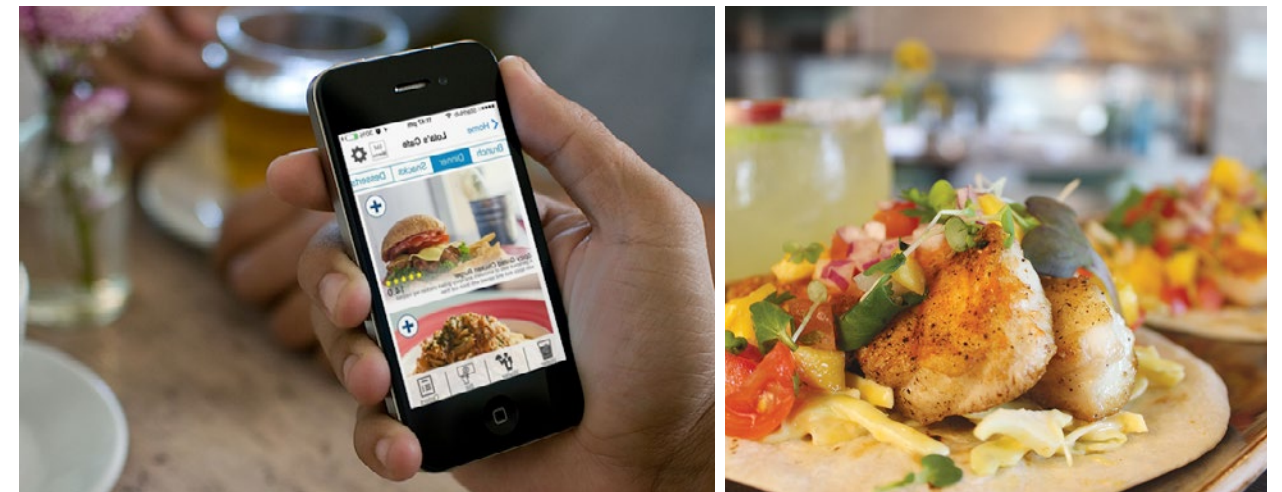
With instant two-way communication, we create a team environment that improves efficiency, enhances service and encourages repeat visits. Our use of sleek two-way radios, elegant accessories and industry-leading applications help us to coordinate staff seamlessly, communicate discreetly and collaborate more productively. Our use of the WAVE application extends our reach by connecting two-way radios to anyone with a smart phone or other mobile device, anywhere they go.

Our next-generation communication solution adapts to the Rancho Park environment connecting all revenue centers and ultimately providing a better service to our guest

Micros & Mobile Bytes Point of Sale System - Use of RAP-compatible POS systems that are state-of-the-art allow our team access to real time data that can help us manage the business to maximize sales, control costs and improve transparency for RAP.

Mobile Ordering Tablets - At the Golf Range and other areas, implementation of mobile ordering tables will enhance and expedite the order process and communication process.

Online Ordering/Delivery platforms - Partnerships with online ordering platforms like Uber Eats, GrubHub, Eat24 and OpenTable will extend our reach and drive incremental sales.



CONCEPT IMAGES FOR INSPIRATION



BREAKFAST

All egg dishes served with a side of Crispy Smashed Fingerling Potato and Toast or Croissant

CALIFORNIA OMELET 14

3 Fluffy Chino Farms eggs, Avocado, Charred Corn, Cilantro Crema, Queso Fresco

CLASSIC FRENCH OMELET 12

3 Fluffy Chino Farms eggs, Comte, Chives

BESPOKE EGGS 15

Chino Farms Eggs any style, choice of meat

CORNED BEEF HASH & EGGS 16

House Made Corned Beef Hash, Chino Farms Eggs, House Hot Sauce

STEAK & EGGS 24

10 oz Hanger steak, Chino Farms eggs, Avocado Lime Cream

BRIOCHE BREAKFAST SANDWICH 11

Soft Scrambled Chino Farms Eggs, Cheddar, chives, caramelized onion, sriracha mayo

BREAKFAST BURRITO 12

Chino Farms Eggs, Roasted Potatoes, Cheddar, Beeler's Bacon

CHILAQUILES VERDES 12

Crispy Tortilla chips, Scrambled Chino Farms Eggs, Monterey Jack, Salsa Verde, Sour Cream, Queso Fresco

FRENCH TOAST BRULEE 12

Thick cut Brioche with Crispy Bruleed Crust, with Seasonal Preserves, Kumquat Butter, Maple syrup

BUTTERMILK PANCAKES 11

Massive stack served with Whipped Butter and Maple Syrup

*add Bananas Foster topping or Blueberry Compote for \$3

THE CONTINENTAL 12

Greek Yogurt, Granola, Seasonal Preserves, honey, seasonal fruit & berries, local pastries

OVERNIGHT OATS 10

Almond Milk, Gluten Free Steel Cut Oats, Maple Syrup, Dried Wild Blueberries

SIDES

BEELER'S APPLEWOOD SMOKED BACON 5

BEELER'S BREAKFAST SAUSAGE 5

CRISPY SMASHED POTATOES 4

WHITE CHEDDAR GRITS 4

GREEK YOGURT 4

TOAST Sourdough, Whole Grain, Brioche 2

CROISSANT 2

FRUIT SALAD 4

SCRAMBLED EGGS 5

AVOCADO 3

BAGEL w/ Cream cheese 3

HOUSEMADE BISCUITS 3

LUNCH

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14
Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14
Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12
Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12
Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

SALADS

CHOPPED COBB SALAD half/13 full/16
Mary's Chicken Breast, Beeler's Bacon, Avocado, Tomato, Blue Cheese, Hard Boiled Egg, choice of dressing

CHINESE CHICKEN SALAD half/13 full/16
Poached Mary's Chicken Breast, Shredded Iceberg, Napa Cabbage, Carrot, Scallion, Cilantro, Toasted Sesame, Crispy Wontons, Sesame Soy Vinaigrette

CLASSIC CAESAR half/ full/11
Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

MEXICALI SALAD half/10 full/13
Chopped Romaine & Iceberg, Charred Corn, Avocado, Pico de Gallo, Black Beans, Queso Fresco, Queso Oaxaqueno, Cilantro Lime Dressing

TUSCAN GIARDINIERE SALAD half/10 full/13
Tuscan Kale, Fresh Mozzarella, Heirloom Tomatoes, Roasted Peppers, Castelvetrano Olives, Creamy Lemon Parmesan Dressing

WILD ARUGULA SALAD half/10 full/13
Wild Rocket Arugula, Extra Virgin Olive Oil, Fresh Lemon, Parmigiano Reggiano, Cracked Black Pepper

*add chicken to any salad for an additional \$6

**Initial proposed menu and pricing is subject to minor modifications prior to opening based on inflation and commodity pricing*

LUNCH CONTINUED

SANDWICHES

BRISKET DIP 14

Slow Braised Brisket, Provolone, French Baguette, Pan Jus

CALIFORNIA CLUB SANDWICH 13

Smoked Turkey, Beeler's Bacon, Gruyere, Lettuce, Tomato, Avocado, Aioli, Toasted Sourdough

DELUXE GRILLED CHEESE 10

Gruyere, Cheddar, Provolone, Caramelized Onion, Dijon

PATTY MELT 14

Classic Cassell's patty grilled on Rye bread with caramelized onions and gruyere

CLASSIC CHEESEBURGER 14

3 cuts of beef ground in house and grilled with choice of cheese, Lettuce, Tomato, Onion, Pickle, Thousand Island

HOUSEMADE VEGGIE BURGER 13

Vegan Patty made with mushrooms, grains, and umami flavors, Lettuce, Tomato, Onion, Pickle, Vegan Mustardy Mayo

DOWNTOWN DOG 10

All Beef Hot Dog wrapped in Beeler's Bacon, with Grilled Onions & Peppers, Mustard, Mayo, & Ketchup

BBQ BRISKET 13

Sliced Brisket, Housemade BBQ Sauce, Bread and Butter Pickles

CRISPY CHICKEN SANDWICH 12

Buttermilk Fried Chicken, Bread and Butter Pickles, Poppysed Coleslaw, Spicy Mayo

CRISPY FISH POBOY 12

Tempura Battered Whitefish Fillets, Shredded Lettuce, Tomato, Remoulade, Leidenheimer Bread

CUBANO 13

Roast Pork, Ham, Gruyere, Yellow Mustard, Pickles, Cuban Bread

CAPRESE SUB 11

Fresh Mozzarella, Tomato, Basil, EVOO, Balsamic Reduction

TUNA SANDWICH OR MELT 13

Solid White Albacore, Mayo, Red Onion, Pickles, Iceberg Lettuce, Tomato, Rye or Sourdough

GRILLED VEGETABLE PANINI 11

Grilled Market Vegetables, Harissa Spread, Fried Shallots, Fontina

SPECIALTIES

FISH TACOS 3/ea

Crispy Fried White Fish, Shredded Cabbage, Tomato, Pickled Onion, Avocado Cilantro Crema

STREET TACOS 3/ea

Carne Asada, Onion, Cilantro, Guajillo Salsa

HERB GRILLED CHICKEN 12

Red Quinoa, Grilled Vegetables, Sauvignon Blanc Dijon Sauce

PETIT STEAK 24

8 oz New York Steak, Kennebec Fries, Red Onion Marmalade

SIDES

Kennebec Fries w/ Organic Ketchup	3
Sweet Potato Waffle Fries w/ House Ranch	4
Beer Battered Onion Rings w/ Black Strap BBQ	4
Side Salad	3
Fruit Plate	bowl 4/plate 7
Grilled Vegetables	7
Cole Slaw w/ Poppysed Dressing	3

DINNER

APPETIZERS

BUFFALO WINGS 6 wings/8 12 wings/14

Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery

CRISPY CALAMARI 14

Marinara, Remoulade, Fresh Lemon

TRIO OF SLIDERS 12

Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island

STREET TACOS 3 tacos/12

Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa

FRITO CHILI PIE 8

Fritos, Housemade Chili, Cheddar, Red Onion

IRISH NACHOS 10

Waffle Fries, Melted Monterey Jack, Brisket Gravy, Sour Cream, Scallions

BEER BATTERED ONION RINGS 7

Garlic Buttermilk Dressing

GRILLED SHRIMP COCKTAIL 15

Charred Tomato Puree, Horseradish, Lemon, Worcestershire

BLUE CRAB CAKE 16

Arugula Salad, Lemon Tarragon Aioli

BURRATA W/ PESTO AND HEIRLOOM TOMATOES 11

Lemon Pesto, Heirloom Tomatoes, Micro Basil, Crostini

BLUE CORN CHIPS W/ MANGO CHIPOTLE SALSA 7

CRAB ARTICHOKE MORNAY GRATIN 14

Dungeness Crab, Artichoke Hearts, Bechamel, Gruyere, Crostinis

SALADS

CLASSIC CAESAR 11

Chopped Romaine, Parmigiano Reggiano, Herbed Croutons, Caesar Dressing

ROASTED BEET AND GOAT CHEESE 13

Wild Arugula, Candied Walnuts, Tangerine Vinaigrette

FARMER'S MARKET SALAD 11

Mixed Greens, Rainbow Carrot, Grape Tomato, Broccolini, Housemade Ranch

ICEBERG WEDGE 12

Red Onion, Bacon, Grape Tomato, Chives, Housemade Blue Cheese Dressing

BURRATA CAPRESE 13

Whole Milk Burrata, Heirloom Tomatoes, Basil, EVOO, Balsamic Reduction, Toasted Pine Nuts

ENTRÉES

TAGLIATELLE BOLOGNESE 15

Pork, Veal, Beef, Tomato, Cream, Parmigiano Reggiano

PAPPARDELLE WITH MUSHROOM RAGU 14

Light Creamy Sauce with Crimini & Porcini Mushrooms, Fresh Thyme, Parmigiano Reggiano

ROTISSERIE CHICKEN 15

Rice Pilaf, Pickled Beet Salad, Garlic Sauce

MISO GLAZED SALMON 18

Sauteed Kale, Shiitake Farro Risotto, Garlic Ponzu

BEELER'S TOMAHAWK PORKCHOP 17

Roasted Root Vegetables, Apple Celeriac Puree, Pan Jus

FLANNERY BEEF PRIME FILET 30

10 oz Filet Mignon, Potato Leek Hash, Swiss Chard, Bearnaise

GRASSFED SPENCER STEAK 39

16 oz Ribeye, Potato Puree, Roasted Brussels Sprouts, Peppercorn Cognac Sauce

POT ROAST AU JUS 17

Slow Braised Chuck Roast, Whipped Potatoes, Braised Winter Greens

SOUTHERN BUTTERMILK FRIED CHICKEN 15

3 Piece Crispy Fried Mary's Chicken, Whipped Potatoes, Succotash, Pan Gravy

DESSERT

DARK CHOCOLATE CAKE 7

Banana Caramel Filling, Ganache, Cocoa Nibs

WEDDING CAKE 6

Fluffy Vanilla Cake layered with fresh berries and Whipped Cream

MASCARPONE CHEESECAKE 6

Lavender Honey, Blueberry Rum Compote

BANANA CREAM PIE 6

All Butter Pie Crust, Banana Custard, Fresh Bananas, Whipped Cream, Shortbread Crumble

GRANNY'S APPLE PIE 6

All Butter Pie Crust, Cinnamon Spiced Granny Smith Apples, Lattice Crust

*add Vanilla Bean Ice Cream for \$2

CHURRO ICE CREAM SANDWICH 5

Vanilla Bean Ice Cream Sandwiched Between Fried Crispy Dough, Dusted with Cinnamon Sugar

TOASTED ALMOND BERRY TRIFLE 6

Mascarpone Cream Layered with Fresh Seasonal Berries, Cake Crumbles, Toasted Almonds

KID'S MENU

Oven Fried Mary's Chicken Tenders, Broccoli, Housemade Ranch 11

Grilled Chicken Quesadilla, Salsa Fresca, Baby Carrots 10

Housemade Mac N Cheese, Broccoli 8

*add Grassfed Beef Italian Sausage \$4

Grilled Hot Dog, Veggie Tots, Apple Wedges 9

Grassfed Beef Sliders, Cheddar Cheese, Sweet Potato Wedges 11

Spaghetti and Turkey Meatballs, Organic Tomato Sauce, Parmesan 11

Buttered Egg Noodles 5

Fruit Bowl 5

The Tavern at Rancho Park was envisioned as a gathering place inspired by its central location within Los Angeles, the lush greens of the Rancho park fairways and rich history of this famed Los Angeles Golf Course. Tucked away within an urban oasis, The Tavern at Rancho Park pays homage to nostalgic Los Angeles scratch cooking-brought to life by husband and wife team Chef Christian Page and Chef Elia Aboumrad.

You can find Chef Christian Page among his peers on the "50 Best Burgers" in America for his masterful revamp of Cassell's Hamburgers, which has been grilling up ground-in-house burgers for over 70 years in Los Angeles California. Regarded by Chef David Chang as the best burger in the world, Cassell's is proof that things can get better with time.

Established in 1948, Cassell's Hamburgers now resides in Los Angeles's historic Hotel Normandie. Serving breakfast, lunch and dinner along side full bar and house made pies and desserts by his wife Chef Elia Aboumrad. Together, this duo also oversee the food and beverage and event execution at the Hotel Normandie. Chef Christian added to the original hamburger stand with a classic 50s breakfast menu, coffee bar, house made sodas, and a fully stocked bar.

The soul of the restaurant stays true to founder Al Cassell's original principles of being a hamburger shop with a focus on premium beef, ground daily in house. All burgers are still cooked on Al Cassell's famous original crossfire broiler, ground with the original grinder, and pattied with the original press.

In the spirit of celebrating tradition, our team knew that in order to truly pay homage to the rich history of Rancho Park, we had to enlist a Chef partner who shared the Crews team's vision and could deliver beyond everyone's expectations. Just as Chef Christian Page was able to capture and catapult the Cassell's brand onto the national stage, the menu created in collaboration with his wife reawakens this sleepy west side gem into a must try eatery. Coined the "Burger Whisper" by Eater Magazine, Chef had one caveat before joining our team; that his wife Chef Elia Aboumrad join the team to help deliver an unforgettable culinary experience.

Chef Elia Aboumrad, a Mexico City raised - Parisian trained Chef, honed her exceptional skills under the tutelage of Chef Joel Robuchon in Paris. Robuchon, a French chef and restaurateur with a dozen restaurants in Bangkok, Bordeaux, Hong Kong, Las Vegas, London, Macau, Monaco, Paris, Singapore, Taipei, Tokyo, and New York City, with a total of 32 Michelin Guide stars among them - the most of any chef in the world.

Having trained and worked along side the most celebrated chef in the world, Chef Elia's remains humbled and inspired to provide nostalgic food masterfully reimagined using the highest quality ingredients. Understanding that Golf Course food is quick and easy, our chef's created our Fareways' Grab & Golf menu to execute American popular fare, easily accessible at 3 Point of Sales throughout Rancho Park.

Feast your eyes on our Proposed menus featuring the following:

- The Tavern at Rancho Park Breakfast, Lunch & Dinner Menus
- The Tavern hand crafted cocktail, wine and Craft Beer Selection
- Fareways' Grab & Golf Stand
- Fareways' Halfway Cafe
- Fareways' Mobile Cart
- The Rancho Room Catering Menu



Hors D'oeuvres

COLD HORS D'OEUVRES (PER DOZEN)

- Deviled eggs, cornichon, espelette \$36
- Cheese plate, nuts, assorted nuts, assorted jams & Crackers \$108
- Eggplant rollatini, piquillo peppers, salsa verde \$60
- Bruschetta, burrata, tomatoes, basil, olives \$60
- Confit fingerling potato, crème fraiche, trout roe, frisse, red onion \$72
- Puff pastry, onion-citrus marmalade, goat cheese, porcini oil \$60
- Serrano ham, ripe melon, basil salt \$72
- Spring roll, market vegetables, young ginger, mustard-shoyu sauce \$36
- Gravlax, pumpernickel toast, chive cream cheese \$72
- Lobster salad, in soft Hawaiian bun sambal mayo \$72

HOT HORS D'OEUVRES (PER DOZEN)

- Pork belly bites, honey, hot sauce, sesame seeds, scallions \$72
- Arancini, fried risotto, black truffles, fontina cheese \$60
- Sonoma lamb meatballs, yogurt sauce, eggplant, mint \$72
- Grilled cheese sandwich, cultured butter, aged cheddar, griddled ham, pickles \$72
- Corn-pup lollipops, smoked sausage, Anson Mills corn meal, yellow mustard \$48
- Falafel, flatbread, cucumbers, yogurt, tahini, hot sauce \$60
- Crispy veggies, cauliflower, romesco, zucchini & squash skewers, pesto \$60
- Braised lamb, tzatziki, feta, olive tapenade \$72
- Cassell's slider, cheddar, iceberg, pickle, thousand island \$72
- Mini meatball parmesan, house-ground meatballs, marinara, mozzarella \$72
- Tomato soup shots \$24



Lunch or Dinner Buffet

LUNCH OR DINNER BUFFET
*All meals include choice of 1 Salad 2 entrees and 3 sides
Served with Roll and Butter
Iced Tea Service*

SALAD

Choice of: Mixed green with goat cheese and balsamic dressing or Classic Caesar Salad

MAIN

*Boneless Skinless Chicken
Roasted Chicken
Choose from Marsala Sauce, Parmesan, Picatta, Garlic Rosemary
Chicken Florentine
Stuffed Chicken Parmesan*

BEEF

*Tender Roast Beef
Flat Iron Steak
Prime Rib*

FISH

*Herb Roasted Salmon
Baby Bay Shrimp, Clams, Pollack Fish and Crab
in a Garlic Butter and White Wine Sauce
Mahi Mahi
Served with Cole Slaw and Tartar Sauce*

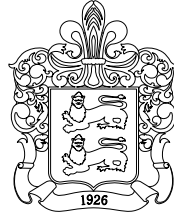
SIDES

*Potato Puree with choice of horeradish or garlic sause
Roated Asparagus
Sauteed Broccoli or Spinach
Grilled Veggies
Risotto
Rice Pilaf or Saffron Rice*

DESSERTS

Chef's choice

\$69/person



Sophistication

APPETIZER

Vegetable Tart

Goat cheese mousse, asparagus, roasted beets, confit tomatoes, cherry tomatoes, roasted zucchini topped with fines herbes and a honey balsamic vinaigrette

ENTRÉE

Red Snapper

Roasted and served with capers, Kalamata olives, lemon sofrito and confit tomatoes finished with snapper au jus

-or-

Pork Chop

Roasted and caramelized accompanied with a truffled potato galette and pork honey au jus

DESSERT

Chocolate Pot de Crème
with a citrus gelée and fresh citrus wedges

Wedding Cake



Reception

Specialty Stations

A labor fee of \$150+ will apply for service under 25 guests

TACO BAR | \$22

*Traditional mini soft corn tacos with choice of carne Asada or Chicken
Served with chopped cilantro and onions, red and green salsa
Add Shrimp | +\$9*

FAJITAS | \$22

*Chicken and Beef fajitas sautéed with onions peppers
Served with warm mini flour tortillas, fresh salsa, sour cream, and guacamole
Add shrimp | +\$9*

MINI DESSERT STATION | \$12

*Assorted miniature pastries and petit fours including:
Crème puffs, éclairs, cannoli, mousse cups, fruit tarts, cheesecake, milk and cookies*



THE TAVERN
FOYER



THE TAVERN
RESTROOMS

THE TAVERN
EXTERIOR & SIGNAGE





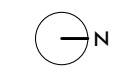
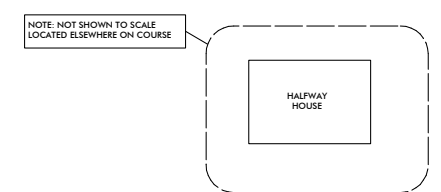
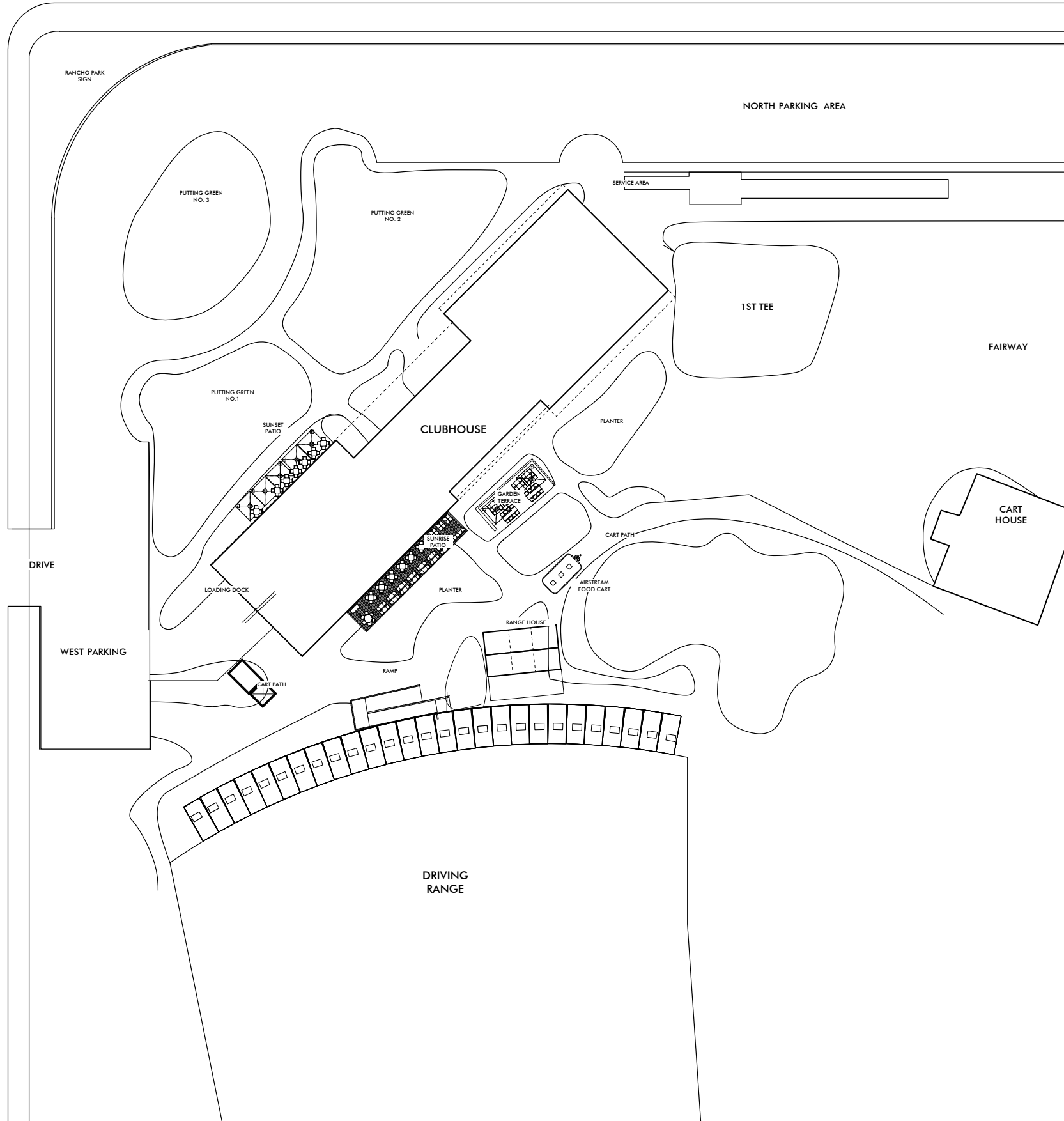


THE TAVERN
SUNRISE PATIO



W. PICO BLVD.

PATRICIA AVE.



CREWS OF CALIFORNIA

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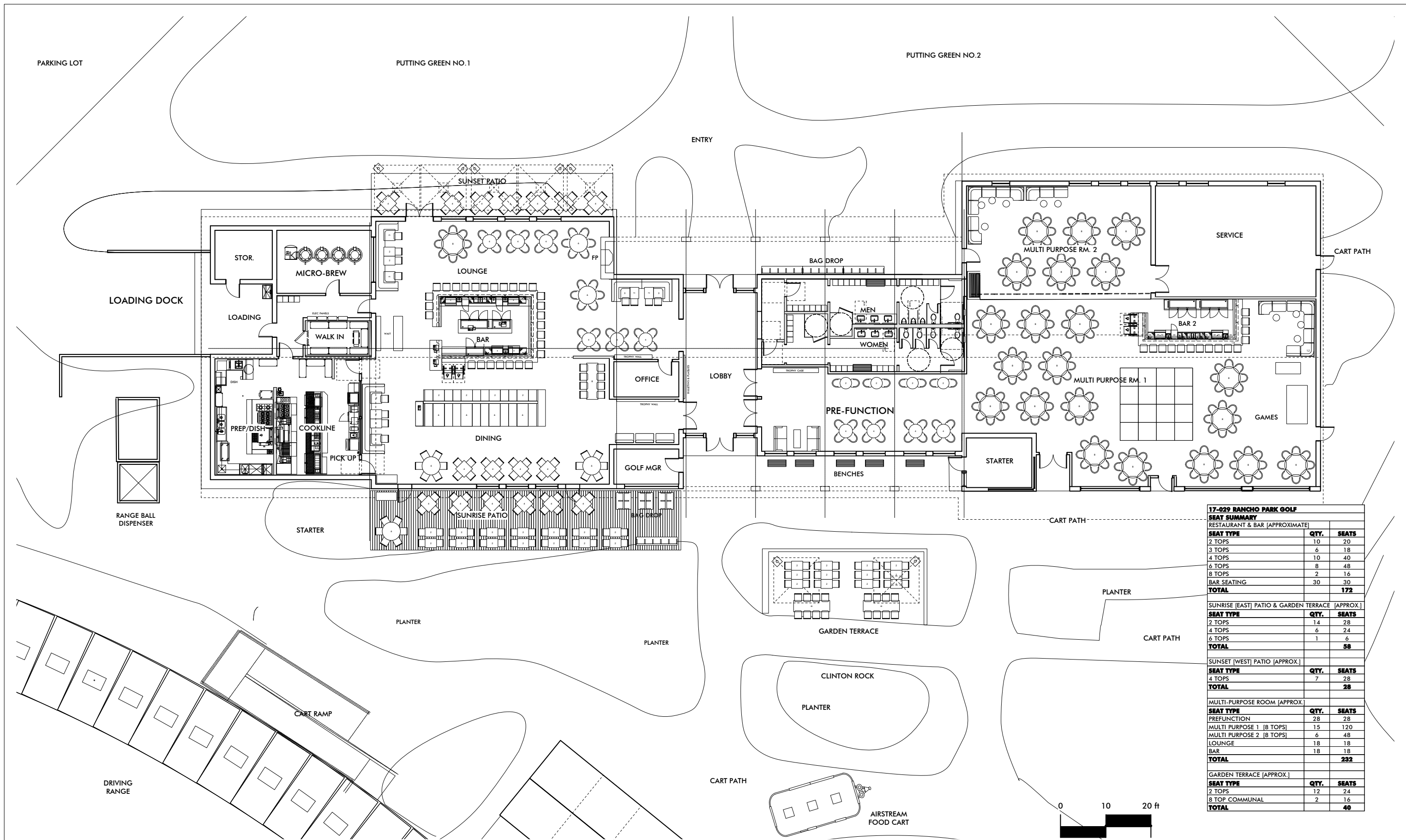
RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

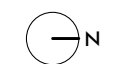
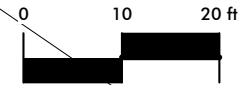
DEVELOPMENT PLAN

SITE PLAN

SCALE: NTS
2 February 2018



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	QTY.	SEATS
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		172
SUNRISE (EAST) PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	14	28
4 TOPS	6	24
6 TOPS	1	6
TOTAL		58
SUNSET (WEST) PATIO [APPROX.]		
SEAT TYPE	QTY.	SEATS
4 TOPS	7	28
TOTAL		28
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	QTY.	SEATS
PREFUNCTION	28	28
MULTI PURPOSE 1 (8 TOPS)	15	120
MULTI PURPOSE 2 (8 TOPS)	6	48
LOUNGE	18	18
BAR	18	18
TOTAL		232
GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		40



CREWS OF CALIFORNIA

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN

FURNITURE PLAN

SCALE: NTS
 2 February 2018

1.0-A RANCHO PARK DINING EXPERIENCES AND REVENUE CENTERS

FAREWAYS GRAB & GOLF STAND AND HALFWAY CAFÉ

(Located between the main building & driving range and the current Halfway Café at the 9th hole)

Serious golfers may be focused on the task at hand, but for most, a round of golf is about much more than the game - fresh air, time with friends, a drink at the ninth hole, and “earning” a decadent treat by forgoing the cart. Fareways is dedicated to delivering these added pleasures to golfers right on the course. Sunrise rounds start easier with fresh espresso, cold-pressed juice and decadent pastries, while afternoon rounds turn into happy hour with microbrews, wine & cocktails accompanied by hot snacks and hearty meals.

Fareways Grab & Golf 6:00am-6:00pm (5:00am in the Summer)
Fareways Half Way Cafe 8:00am-6:00pm (7:00am in the Summer)
Fareways Mobile Cart- 9:00am-5:00pm (8:00am in the Summer)

FARE FIT FOR FAIRWAYS! Fareways' Grab & Golf is a quick service snack-bar dishing out food with integrity. Our mission is to serve food that fuels your best game through out the day! While the golf course is often considered one of our “happy places”, the fare available often leaves a lot to be desired. The food we eat dictates the way we feel and our performance on and off the course. Offerings like smoothies, cold pressed juice, and breakfast classics complimented by espresso and coffee beverages. Delicious sandwiches, salads, in addition to golf course staples like hot dogs and “half smokes”!

Our commitment to food with integrity served quickly and conveniently is the Fareways Grab & Golf guarantee. We also serve a host of craft beer, cocktails, snacks as well as refreshing non-alcoholic beverages. Farewell!

HIGHLIGHTS OF OUR BUSINESS MODEL AND SERVICE STYLE:

- Delicious and internationally inspired meals and snacks designed to be portable and pleasing to the palate.
- Hot & cold food and snack offerings.
- Coffee, Espresso, Smoothies and Cold Pressed Juice.
- Daily fresh baked pastries from Chef Elia's award winning recipes.
- Beer, Wine and Cocktail Service



FAREWAYS

GRAB & GOLF STAND

BREAKFAST BURRITO 8
 BREAKFAST SANDWICH 8
 HAM & CHEESE CROISSANT 7
 GREEK YOGURT 4
 OVERNIGHT OATS 7
 SEASONAL SMOOTHIES
 COLD PRESS JUICE
 COFFEE
 ESPRESSO

TUNA SALAD SANDWICH 11
 TURKEY & PROVOLONE PESTO SANDWICH 9
 HAM & GRUYERE W/ DIJON SANDWICH 9
 BBQ BRISKET SANDWICH 11
 CARNE ASADA BURRITO 9
 FRITO CHILI PIE 8
 BACON WRAPPED HOT DOG 5
 HALF SMOKE 5

HALFWAY CAFÉ

BUFFALO WINGS 6 wings/8 12 wings/14
 Sriracha Butter and Garlic Sauce, Blue Cheese Dressing, Carrots, Celery
 TRIO OF SLIDERS 12
 Grassfed Beef, Gruyere, Caramelized Onion, Thousand Island
 STREET TACOS 3 tacos/12
 Corn Tortillas, Carne Asada, Onion, Cilantro, Guajillo Salsa
 CHILI BOWL 9
 House Ground Chuck, Pinto Beans, Peppers, Onions, Parsley, Cumin
 CHIPOTLE CHICKEN QUESADILLA 11
 Grilled Mary's Chicken Breast, Monterey Jack, Chipotle Salsa, Sour Cream
 FRITO CHILI PIE 8
 Fritos, Housemade Chili, Cheddar, Red Onion
 BACON WRAPPED HOT DOG 8
 Grilled Onions & Peppers, Mustard, Mayo, Ketchup
 HALF SMOKE 8
 Smoked Sausage, Housemade chili, Cheddar, Onions

SEASONAL SMOOTHIES, COLD PRESS JUICE, COFFEE, ESPRESSO

MOBILE CART

Bottled Beers
 Shots & Cocktails

CHIPS & GUACAMOLE 5
 GRANOLA/PROTEIN/ENERGY BARS 2
 HUMMUS WITH RAW VEGGIES & PITA 6
 TUNA SALAD SANDWICH 11
 TURKEY & PROVOLONE PESTO SANDWICH 9
 HAM & GRUYERE W/ DIJON SANDWICH 9
 ASSORTED CHIPS 2
 ROASTED PEANUTS 2

SEASONAL SMOOTHIES
 COLD PRESS JUICE
 COFFEE
 ESPRESSO



FAREWAYS GRAB & GOLF MOBILE CART

- Custom made beverage cart offering snacks, cold sandwiches, salads, pastries, coffee, refreshments, beer, wine and cocktails.
- Delivery of quality hot food is being explored for feasibility.



THE RANCHO ROOM PRIVATE EVENT SPACE

(final phase of construction)

The lush oasis of Rancho Park makes it as much a destination for private events as it is for drinking and dining at the Tavern. Rather than disrupt our regular guests, we'll create an exclusive space that offers a warm welcome to celebrations and events throughout the year. We'll activate the space with a series of events that build interest in the Tavern and golf course alike. With flexible spaces, its own plating kitchen and a view of the park's lush greenery, the Rancho Room will become one of the area's hottest event destinations.

- Crews proposes to repurpose the current pro shop and locker rooms into a multi-purpose meeting and event space. The room will also play host to the on-going event calendar curated by our team.
- Ideal for weddings, corporate events, anniversary parties and the likes.
- Room capable of separating into three (3) separate areas of space with a partition wall.
- Separate service prep kitchen to support the event based business without disrupting normal restaurant operations

DRIVING RANGE
& FAREWAYS STAND



FAREWAYS
HALFWAY CAFÉ



ENTREES
served with house salad or cup of soup

MILKSHAKE-BATTERED SALAD
with spicy potato skin, house salad, mayo & hot sauce 12.99

GRILLED HONOLULU BIRD
with garlic roasted potatoes, roasted broccoli, avocado & chipotle aioli 14.99

GRILLED PORK TENDERLOIN
with house salad, roasted potatoes, house salad & mustard 14.99

BUGGERS
served with house salad from our potato chips

GRASS-FED BEEF
with sharp cheddar, hot sauce & caramelized onions 9.99

MUSHROOM SWISS BURGER
with sautéed mushrooms, melted Swiss on a house roll 10.99

HICKORY BUNGER
topped with cheddar, hickory sauce & onion rings 11.99

BISON
grilled, house salad, roasted potatoes 11.99

ARTERS

BBQ GLAZED ONION RING
with cheddar, deep fried and sauced, glazed with thyme 6.99

BROILED CHICKEN QUESADILLA
with corn, melted cheese, roasted sauce, guacamole, house salsa 8.99

ICHO CHILE SHRIMP COB
with mango salsa, jalapeno-lime and tomato, house-made & added cabbage 8.99

JED CALAMARI
with house-made marinara and aioli 8.99

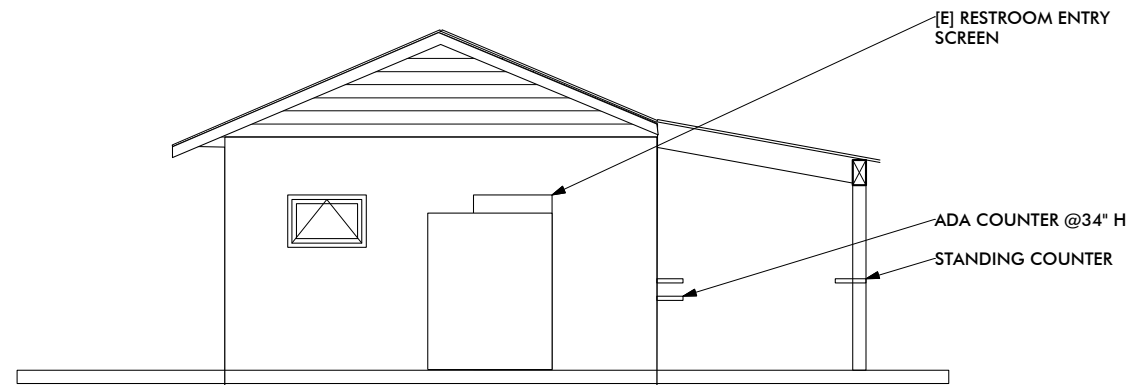
SANDWICHES
served with house salad, French fries, or potato chips

PULLED PORK
with tangy barbecue sauce on an onion bun 9.99

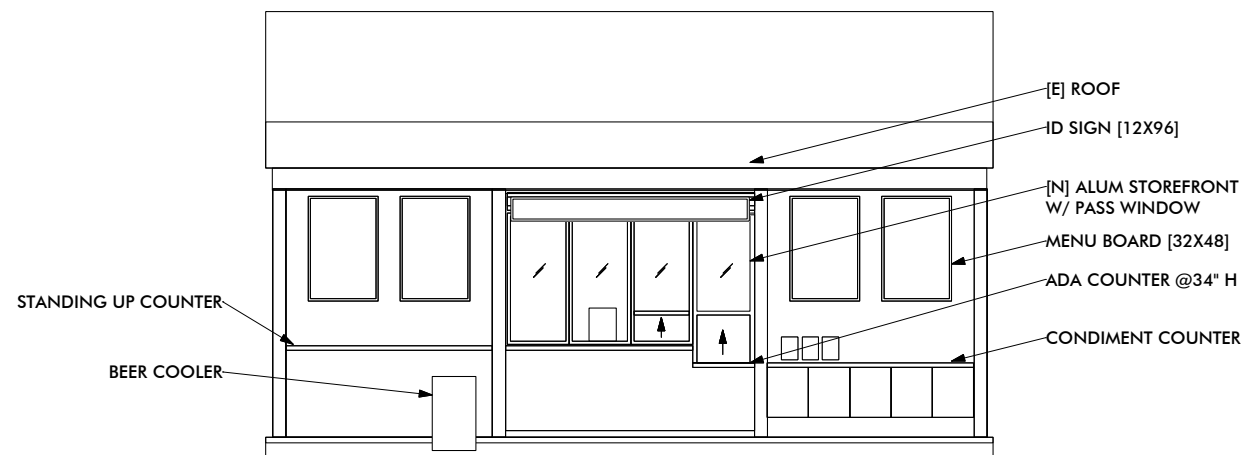
TURKEY CLUB
served with house salad, house lettuce, avocado & tomato on baguette with aioli 9.99

REUBEN
served with melted Swiss, sauerkraut & thousand island on rye 7.99

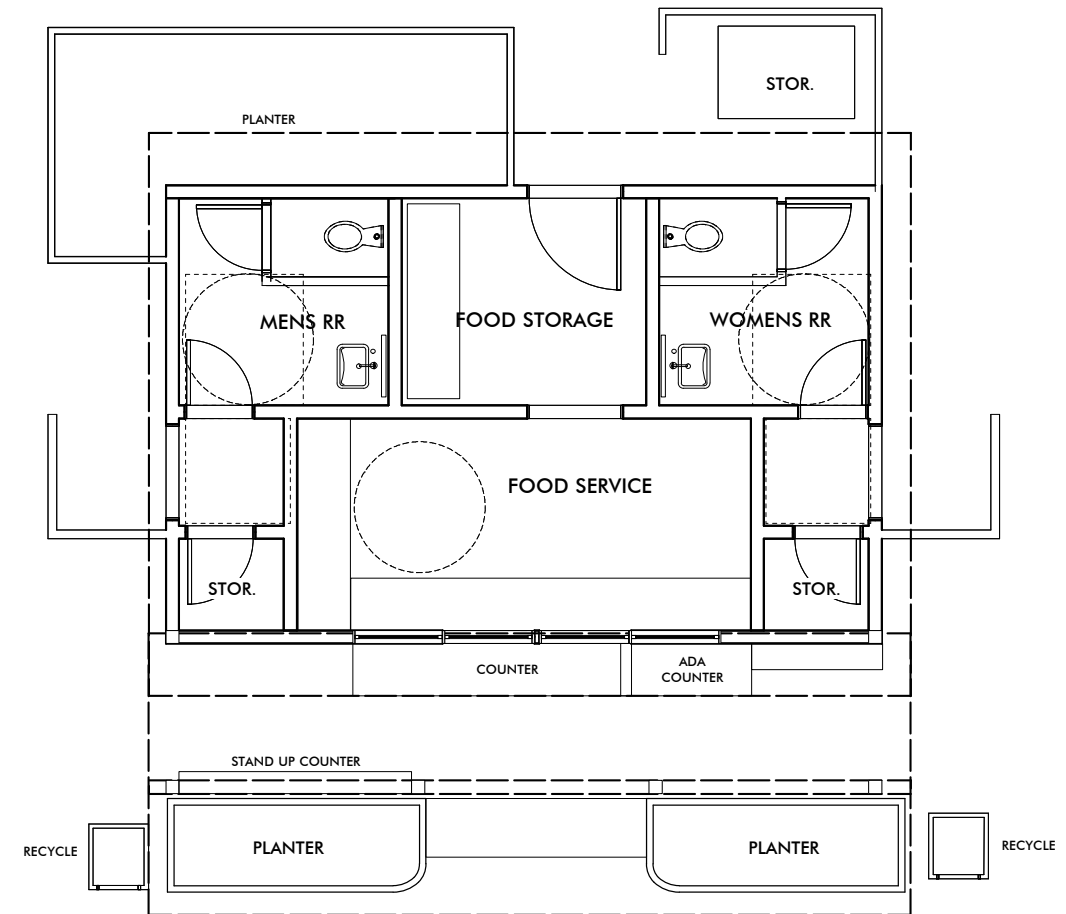
CHICKEN SALAD CROISSANT
house-made chicken salad with lettuce & tomatoes on a warm flaky croissant 7.99



SIDE ELEVATION



FRONT ELEVATION



PLAN



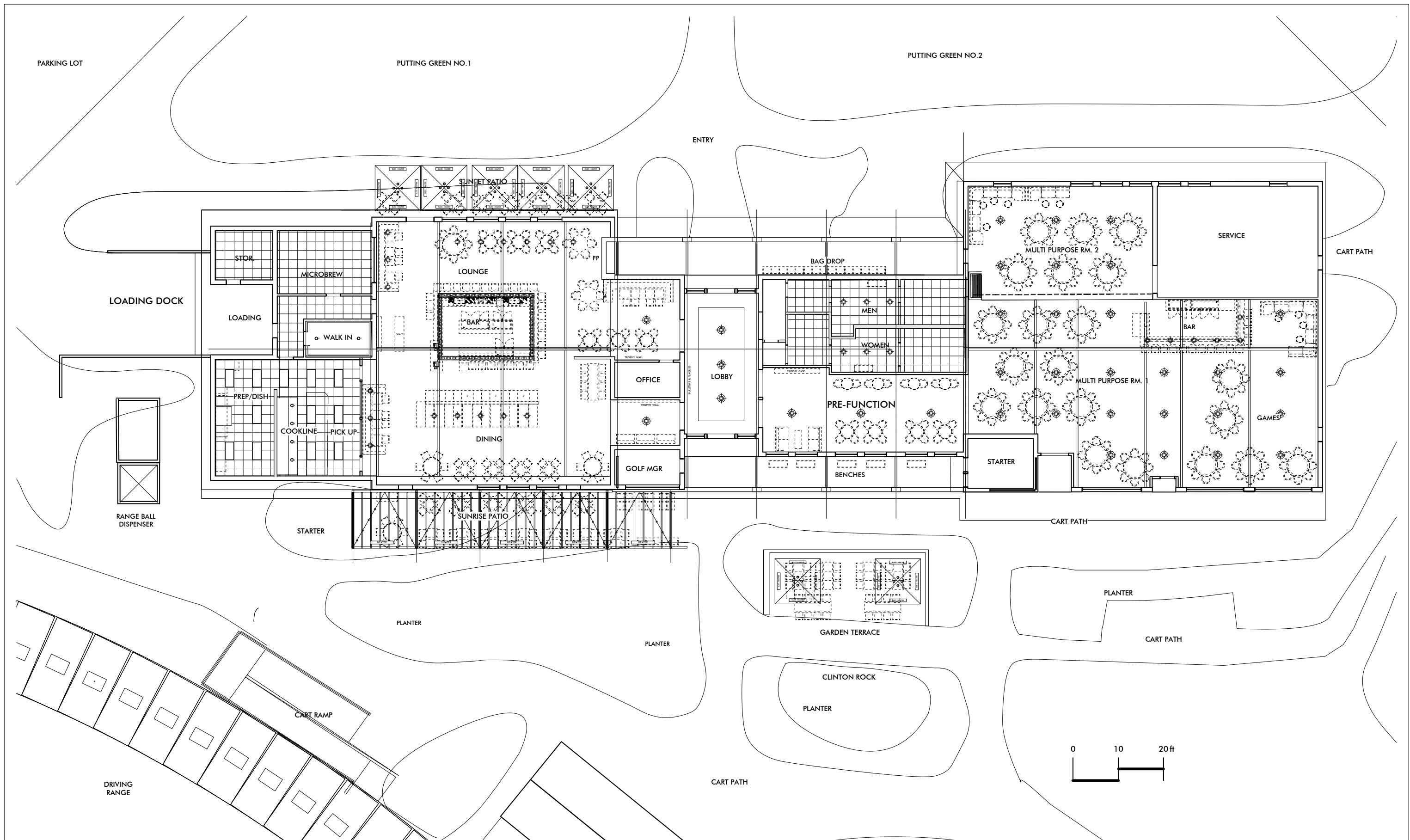


THE RANCHO ROOM
EVENT SPACE
(TO BEER GARDEN)



OUTDOOR
EVENTS
(EVENING CINEMA)





CREWS OF CALIFORNIA

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064



DEVELOPMENT PLAN

REFLECTED CEILING PLAN

SCALE: NTS
 2 February 2018

RANCHO PARK MICROBREW

- Four (4) Micro Brews crafted on premise for consumption.
- Brews eventually available for purchase and serving at other local restaurants and bars offering additional revenue for the City of LA Department of Recreation and Parks.
- First of its kind - sure to draw excitement and media buzz!



PARTNERING WITH CEDD MOSES AND 213 HOSPITALITY

Cedd Moses, is the founder and chief executive of 213 Hospitality group, who operates some of the hippest cocktail lounges in downtown Los Angeles, including Seven Grand Whiskey Bar, the Golden Gopher, Arts District Brewing Company and the Broadway Bar. His conversion of dilapidated empty buildings to hip bars has contributed to the revitalization of the downtown area and helped promote an emerging craft cocktail culture in Los Angeles. "People thought I was crazy," Moses said. "I was making a good living at the time, but I left to go pour drinks on skid row."

Moses started in the hospitality business on the Westside of LA and after tired of having to go to Hollywood to have a great drink, Moses and his buddy decided to fix the problem themselves. With \$25,000 each, they opened Liquid Kitty in West LA. Moses refined the bar into what he liked: low-key lighting, robust underground music selection and martinis that nearly knock customers off their bar stools. "Even back then, I wanted a bar that was less trendy and more timeless," Moses said. It was an immediate hit!

Cedd Moses is currently brewing craft beer in Los Angeles today at his popular Arts District Brewing. Arts District Brewing Company, one of Los Angeles' few craft brewpubs, opened December 2015 in Downtown LA's historic Arts District. With an on-site, 15-barrel brewhouse capable of producing 3,300 barrels of beer each year, Arts District Brewing Company debuted with nine original beers and now offers 30+ all brewed on-site, ranging from golden ales to stouts to IPAs. The 17,000 square-foot space also features a full bar with a sprawling main room which can house as many as 500 guests, an outdoor patio with a capacity of 120, and a private room with its own private bar, patio, and A/V. The brewpub also includes an expansive entertainment area with a photo booth and multiple classic bar games available, including pinball and 15 restored vintage Skee-ball machines. Food from chef Neal Fraser's Fritzi Coop is also available via a take-out window connected to the restaurant.

With two other "Brewpub" projects underway, his latest space to open at a historic gem is at Harvey House room inside Union Station, which has been vacant since 1967. Revitalizing historic locations is what Cedd Moses and his team specialize in and will partner with Crews to develop, implement and oversee the on-sight brewing at Tavern at Rancho Park.

Pumpkin Belly Kettle-Sour Pumpkin-Spic Tangy, Malty, Spicy Tulip \$5	Simul In Vita American Whea Wheat forward, li Pint \$6.50	Open Water Double IPA · 9.2 Aggressive, Weedy, P Half Pint \$5	Porter Rico Imperial Porter Strong, Chocol 10oz Goblet ...
Gretzky Grätzer · 4.3% ABV 100% Oak SMOKE Goblet \$5	Mateo Golden Ale · 4.9 Spicy Saaz hops, sugar co Pint \$6.50	Crazy Gideon Double IPA · 9.4 Strawberry, Citr Half Pint \$5	Scotch, Scot... Scotch Ale · 9.9 Robust, malty, hi Goblet \$8
Clacson Lemongrass Gose Tart, lemongrass, Hir Tulip \$7	Honeycut Session IPA · 4.2 Crisp with Pineapple a Pint \$7	Christmas Mi... American Barleyw Hearty & Full of t Snifter \$8	Aurora Lutea 6.4% ABV Sour Mango Sa 500ml Bottle...
Saisonetta Saison · 4% ABV Rye Session Saiso Tulip \$6.50	Canyonero Hoppy Amber · Orange pith, pi Pint \$7	McCasey (Nitr... Dry Irish Stout NI Creamy, Roasty Pint \$6.50	Umbra Secu... 10.5% ABV Bourbon Barrel A 500ml Bottle...
Spirited Saison Saison · 6.3% ABV Dry, Fruity Unspice Tulip \$7	Lazy River Hazy IPA · 6.4% Juicy, citrusy, ha Pint \$8	Velveteen Ra... Oatmeal Stout · Chewy & Choco Goblet \$7	Anthem Che... Cider · 5.5% AB Wandering Aeng Tulip \$9
Le Mule Ginger Lime Saiso Ginger nose & lime flavors corr Tulip \$7	Kablamo Rye IPA · 6.7% A Citrusy Hops & Pint \$8	Skeleton Crew Rye Porter · 7% 38% Rye Pint \$7	Judgment Day Belgian Quad · The Lost Abbey Snifter \$9
Nigel (Nitro) English Pale Ale on M Smooth and crush Pint \$6	Traction IPA American IPA · 7 Mango, cut gras Pint \$8	Cowboy Curtis Smoked Porter Campfire smoke, ch Pint \$7	



CAPITAL IMPROVEMENT PLAN

On the following pages you'll find The Tavern at Rancho Park, LLC proposed capital improvements details:

- I. Summary Description of Planned Improvements
 - a. Design & Décor/Ambiance and Furnishing Description
 - b. Construction Scope of Work Narrative
 - c. Kitchen Equipment Schedules & Cut Sheets
- II. Facility Illustrations / Renderings
- III. Facility Layouts & Plans
- IV. Point of Sale & Wifi Locations
- V. Capital Improvement & Midterm Refurbishment Budget(s)
- VI. Capital Financial Plan
- VII. Construction Schedule & Phasing Plan

I. SUMMARY DESCRIPTION OF PLANNED IMPROVEMENT

Crews and The Tavern at Rancho Park, LLC team are perfectly positioned and prepared to exceed the minimum required capital improvements in the first two (2) years of the contract. The descriptions on the following pages outline in detail the proposed new construction, reconfiguration, and ascetic upgrade of the main restaurant seating and lounge area, main lobby, restrooms, point of sale locations, installation of outside food cart/stand and conversion of locker room/pro shop into a banquet hall.

OUTLINE SCOPE OF WORK

PROJECT

**RANCHO PARK GOLF COURSE
FOOD SERVICE CONCESSION**
10460 W. Pico Boulevard, Los Angeles, CA 90272

CLIENT

CREWS 1972
1924 E. Maple Ave., Suite B, El Segundo, CA 90245

ARCHITECT

RALPH GENTILE • ARCHITECTS
California License C-23538
548 South Bronson Ave., Los Angeles, CA 90020

PROJECT NARRATIVE

This project is a Leasehold Improvement for the existing Clubhouse and Halfway House at the Rancho Park Golf course, one of the municipal golf courses in Los Angeles.

The purpose of this outline is to generally describe the extent of the work proposed for clarification and bidding purposes only. Actual construction of the Project shall be from approved and permitted Construction Documents and Specifications only. This project is part of a Request for Proposals [RFP] from Los Angeles Recreation and Parks incorporated in the scope.

PROJECT DATA

Gross Building Area [Approx]

CLUBHOUSE

Original Offering Interior area	5,580 SF
Additional Proposed* Lobby and PDR Interior*	6,445 SF

Additional Proposed* Exterior 'Sunrise Deck' area	890 SF
Additional Proposed* Exterior 'Sunset Patio' area	510 SF
Additional Proposed* Exterior 'Beer Garden' area	600 SF

HALFWAY CAFE

Original Offering Interior area	475 SF
---------------------------------	--------

Additional Proposed* 'Airstream16' Mod Food Trailer 128 SF

* Additional Proposed areas are scope outside of the original scope of the RFP however intended to be developed to broaden the hospitality experience for the guest.

OUTLINE SCOPE OF WORK

GENERAL CONDITIONS

The General Contractor (GC) shall be responsible for all general conditions of the project and shall comply with all City of Los Angeles and Governmental regulations governing the work. In particular, the Contractor shall visit the site before bidding to thoroughly inspect existing structure and site and become familiar with any and all site conditions that may affect the scope of work. The Contractor will also comply with all Landlord's Tenant requirements and terms of the Tenant's agreement with the Landlord.

General conditions shall include but not limited to: temporary facilities; temporary power and telephone; weather enclosures and front entry/ host area protection (if required) project cleanup during and after construction; and all those services normally required for a project of this size. Confirm with Landlord all conditions for construction and make all necessary arrangements to complete the work within the parameters of the lease, tenant project requirements and City regulations including any necessary AQMD notifications.

All work shall be done with the minimum disruption to the adjacent tenants and following the Landlord regulations for tenant improvements. The Contractor shall review the Landlord work and confirm all work has been done to an agreed upon level. By accepting the space on behalf of the tenant at the start of construction the Contractor assumes all additional work necessary to bring tenant space to certificate of occupancy.

Please note that the Landlord is the City of Los Angeles, Department of Recreation and Parks and as such, has specific construction rules and requirements which are incorporated as part of these bid documents. In addition the Landlord requires the use of certain subcontractors, materials or vendors as noted on the cover sheet and in the documents.

DEMOLITION

The Contractor shall remove from the site and dispose of in an approved manner all materials and debris as shown on the demolition plans and as can be reasonably inferred to complete the building improvements as shown on drawings. Coordinate removal of interior ceiling elements with structural engineer and architect.

Any hazardous materials or substances such as asbestos or PCB's shall be disposed of by professional subcontractors licensed to do such work. No such materials have been recognized or identified at the subject property however the Contractor shall inspect the site and inform the Landlord and Architect of any such materials or hazards prior to demolition or construction.

OUTLINE SCOPE OF WORK

SITE WORK

Civil and Landscape Design are forthcoming or by others. For the purposes of this scope the GC can assume that no new grading will be required near the existing Clubhouse building, Halfway house or the Driving range.

Landscape improvements such as demolition and removal, new planting, irrigation and controls, site furniture and landscape lighting by others.

For the purposes of this scope the GC can assume that the POC for domestic water, hot water, sanitary sewer, grease interceptor, and grease waste sewer connections to the Clubhouse and Halfway House are adequate or by others.

For the purposes of this scope the GC can assume that the POC for electrical power and data is within the existing buildings and no upgrade is required. See Electrical for additional scope including new parking lot illumination.

CONCRETE

NO formal civil or structural evaluation of site, foundations, soils, or building structure has been completed at this time. GC to inspect existing structure and foundations for evidence of failure or cracking and report to owner.

Provide for new concrete foundations for Sunrise [east] deck and new conc. slabs for Sunset [West] patio.

New parking lot light standards 2'x2'x3'D reinforced concrete footings, typical.

STRUCTURE & FRAMING

The existing building is a 1-story Type III-A building with on-grade surface parking. Exterior walls are masonry and the interior walls and roof framing are all wood.

All new interior partition walls shall be metal stud construction and of the required thickness needed to incorporate the mechanical or plumbing systems per code. New soffits shall be braced to accommodate concealed lighting and mechanical as shown in the drawings.

Provide 5/8" GWB fireproofing or of the necessary thickness needed to meet current code on any exposed structural steel framing.

OUTLINE SCOPE OF WORK

ARCHITECTURAL METALWORK

Provide all miscellaneous steel tube supports in partition walls, sheet metal backing and framing connectors as required.

All surfaces to be sanded, primed and powder-coated to match Architects' approved sample. Where practical the GC is directed to use only 'marine grade' coatings and finish systems.

WATERPROOFING

Provide elasto-meric waterproofing membrane in all 'wet areas' and as shown on plan including bar, kitchen, public restrooms, locker rooms, dish rooms, prep areas, walk in refrigerators, employee restrooms, janitor closets, snack bar, water feature and any other area where water is present.

INSULATION

The building must conform to the current Title 24 Energy Requirements for new commercial structures. This generally means that the wall system must achieve a minimum of R-19 rating and the roof system a R-30 rating as required by code.

In addition, adjacencies to traffic has required us to include additional sound insulation strategies for all exterior walls. Provide additional sound bat insulation in any new exterior walls and in all interior walls between public and locker room, restroom, or back of house areas.

ROOFING

Existing Club House has a clay 'Spanish' tile roof over wood framing, with metal flashing, gutters and downspouts. GC to inspect, patch and repair by others. GC to provide allowance for additional roof penetrations and roof mounted equipment if required.

Existing Halfway House has composition tile shingles over wood framing with metal flashing and downspouts. GC to inspect, patch and repair by others. GC to provide allowance for additional roof penetrations and roof mounted equipment if required.

OUTLINE SCOPE OF WORK

DOORS AND HARDWARE

Provide new exterior metal doors, frames and hardware to match existing where shown on plan as new. Provide all necessary glazing, locking hardware, panic hardware, sound seal weather-stripping, threshold and closers as required.

Provide new interior wood doors, frames and hardware. Provide all necessary hardware, door seals, sliding door hardware, and closers as required.

All hardware finish to be bronze to match existing.

ROOM DIVIDER SYSTEM

Provide folding partition system for the meeting rooms by Modernfold or approved equal. All work from approved shop drawings and submittals.

WINDOWS

Provide new to match existing or approved equal. Provide all necessary hardware including bronze window screens where required by health code.

All glazing to be 1" dual glaze insulated glass unit with solar control low-e and solar bronze custom bronze tint. Provide impact-resistant interior glass and laminated exterior glass required by code.

EXTERIOR BRICK FINISH

Clean, inspect and repair existing exterior brick walls. Paint new color and texture to match Architects' approved sample.

Where [E] Interior brick walls are to be exposed, remove interior finishes and clean surfaces. Stain and seal brick to match Architects' approved sample.

GYPSUM WALL FINISH SYSTEM

New interior walls and ceilings to be fire-rated 5/8" Type 'X' gypsum moisture-resistant wallboard finish system IN ALL AREAS with all required trim to achieve a Level 5 finish throughout. Provide water-proof [WP] gypsum wall board in all wet areas [floor and ceiling] and where required by code.

Provide Dens-glass or Dura-rock tile backer board behind all tile surfaces and wet areas; a minimum 12" high in all kitchen areas and within 24" of all wet areas, dishwashing equipment, prep sinks, typical.

Exterior ceiling and soffits to be or similar exterior wall board system painted to match approved colors.

OUTLINE SCOPE OF WORK

CONCRETE FLOOR FINISH

Score and stain according to Architect's approvals, and seal with slip-resistant approved sealer. Provide stain sample prior to installation, all work to match approved architect's sample. Provide new concrete sealer in all exposed areas to meet Health Dept. code. Refer to A0.17 for sealer options.

Where leveling or topping of existing structural concrete slab is required provide smooth transitions between floor finishes using new self-leveling concrete system. All work to achieve a smooth transition between existing floor surfaces and new flooring materials with depressions as required.

CERAMIC TILE

Provide new ceramic floor and wall tile in entry, restaurant, bars, micro-brewery, restrooms, locker room and select kitchen, wait areas and as shown in finish plan and renderings. Provide all necessary trim pieces as suggested by manufacturer or metal trim by Schluter as required.

Provide approved tile backer board such as Dura-rock for all tiled areas and as shown in renderings. Provide colored epoxy grout to match approved sample.

All floor tile, grout and stone to be sealed with Miracle 511 IMPREGNATOR sealer or approved equal per manufacturer's instructions, three coats minimum.

ACOUSTIC CEILING SYSTEM

Provide new 2x4 washable vinyl acoustic ceiling tile system in white by Armstrong or approved equal in the as shown on plans and required by Health code. Provide all necessary track and support including slip track at walls and building expansion joints. Provide seismic bracing including tie wires and struts, and light fixtures attachments as required by code.

Provide Phonstop 2" acoustic ceiling tile system by Pinta or approved equal in the Restaurant and Meeting rooms soffit areas as shown in ceiling plan. Provide all necessary track and support including slip track at walls and building expansion joints. Provide seismic bracing including tie wires and struts, and light fixtures attachments as required by code.

FIBERGLAS REINFORCED PANEL SYSTEM

Provide Fiberglas Reinforced panels [FRP] as indicated for kitchen walls, prep, and back of house areas to a height of 9'-6" AFF as required by Health Department and as shown on FSEC drawings. Provide FRP to bar area die walls and underside of interior bar counters. Provide all trims, transitions, and accessories as required.

OUTLINE SCOPE OF WORK

PAINT FINISHES

All new exterior and interior colors and finishes shall be by approved manufacturer formulated for the surface or material to which it is to be applied. All colors and finishes to match samples approved by the City of Los Angeles and Architect. Minimum one primer coat and two finish coats for all paint finishes.

Any new architectural metal, exterior paneling, awning or sign elements to be shop finished or powder-coated to match Architect's approved samples.

All new and existing interior surfaces including walls, trim, and existing ceiling to be cleaned, primed and painted. Sandblast, stain and seal exposed wood framing and truss members where exposed.

All new cabinetwork to be prepared, sanded and stained or painted per approved Interior Finish Schedule. All exposed surfaces to be finished and match Architect's approved samples.

Restroom areas and Food Service Areas to receive approved washable paint finishes light in color per Health Code to match Architect's approved samples. Finish all under-counter surfaces.

AWNING/UMBRELLAS

GC to provide all required foundations, blocking, supports and underground electrical connections for mounting and installation of awnings and umbrellas as shown on plans. Note electrical requirements for umbrella heaters and lighting.

SIGNS

Provide complete sign package for code, directional and way-finding signs as design-build. See architectural drawings for all code required signs.

Provide allowance for new restaurant monument sign at entry and other branded messaging on building.

MILLWORK

Provide new built-in cabinetwork as shown on plans and per Millwork schedule. Refer to separate Millwork Schedule for all millwork pieces noted as MW-XXX on plans and interior elevations. Provide cost breakdown per MW-XX item spreadsheet included.

All millwork to be American Woodworking Institute [AWI] 'PREMIUM GRADE' custom architectural cabinets. New millwork to be vertical grain White Oak with solid hardwood and veneer materials to match unless noted otherwise. Where exotic veneers are specified provide book-matched and sequential as noted.

OUTLINE SCOPE OF WORK

Cabinet interiors to be AWI-approved MDF with white melamine finish as required by Health code. All work to be shop-finished to match finish sample approved by Architect. All surfaces to be finished whether or not visible to the public.

Provide a minimum of four [4] preliminary range finish samples and two [2] final finish samples for Owner review and approval.

Cabinet hardware to include high-quality concealed European type hinges [Hafele, Blum or equal], full extension ball-bearing drawer glides [Grant, Accuride or equal]. Provide high-quality locking hardware for all cabinets doors and drawers. All pulls and knobs by Owner, installed by contractor.

GC to provide fully-detailed shop drawings in CAD format based on architectural drawings. Where stone shop drawings are required, provide as part of the millwork package.

Provide for coordination, backing and installation of ALL millwork items and shelving as shown on plans. Where stone, tile, lighting, power or equipment by others is shown as part of the millwork, provide necessary coordination for required clearances, power and ventilation.

Architect to supply all necessary manufacturer data sheets prior to shop drawings. GC to coordinate electrician and millwork contractor for all wiring, access panels and connections.

All work from field-verified measurements, GC-provided and Architect-approved shop drawings, and from approved material and finish samples only.

FIRE/LIFE SAFETY, FIRE SPRINKLER SYSTEM, FIRE EXTINGUISHERS

Provide fire/life safety system for complete project site as required by code.

Provide a minimum of ten [10] new fire extinguishers in semi-recessed cabinets. Location and type as directed by Fire Marshal and approved by Architect

OUTLINE SCOPE OF WORK

FOOD SERVICE EQUIPMENT

All Food Service equipment is by Owner or others. Included in this scope of work is backing, plumbing, mechanical and electrical connections, concrete curbs and pads, and required floor sinks shown on FSEC and MP&E drawings. Coordinate all natural gas, power, low voltage controls, water and sanitary drain requirements for proposed equipment layout.

Contractor shall fully review FSEC drawings to be completely familiar with the work. Certain coordination in construction sequencing and installation is required due to physical dimensions and installation requirements of this equipment. Include in costs all necessary coordination and staging to complete the work.

Provide allowance for on site food service from an 'AIRSTREAM16' modified to a food trailer.

FURNISHINGS & DECORATIONS

All interior furnishings such as chairs, tables, and decorative items supplied by Owner. Include with millwork costs all necessary trim and casing to provide neat appearance of installed items. Provide allowance for solid blocking where needed for any wall-mounted items.

MECHANICAL/HVAC

Mechanical HVAC scope of work includes but not limited to the following:

1. Inspect and test existing HVAC units, distribution, controls and filters.
2. Existing HVAC system to remain. Provide new distribution, controls and exhaust for tenant improvement areas. Rework zones to separate former service area from the new tenant spaces.
3. Reconfigure or provide new kitchen exhaust [KE] and make up air [MUA] for new kitchen configuration.
4. Provide for ventilation of micro-brewery and new locker rooms/restrooms.

OUTLINE SCOPE OF WORK

PLUMBING

Plumbing scope of work includes but not limited to the following:

1. Confirm point of connection [POC] for water, Gas and sanitary and grease waste sewer and confirm capacity.
2. Provide and install separate meter for landscape irrigation.
3. Clean and inspect [E] domestic hot, cold and return water piping to existing service as shown on plans with associated valves, unions, backflow preventer, trap primers, water hammers arrestors and pipe insulation.
4. Clean and inspect [E] waste and vent system including clean outs and grease lines to new grease interceptor provided by landlord.
5. Clean and inspect [E] domestic hot water equipment including gas water heater, pump, unions, valves, mixing valves where required by code, aqua stat and time clock.
6. Clean and inspect [E] condensate and relief discharge from air conditioning units, water heater and backflow preventers.
7. Clean and inspect [E] plumbing fixtures including trap arms, fixture p-traps, angle stops and all associated connections.
8. Clean and inspect [E] gas piping to kitchen equipment, install regulator and related piping as shown on plans to point of connection by landlord.
9. Clean and inspect [E] new PCU including all drain connections.
10. Provide cost for new fire department connection and automatic fire sprinkler system throughout clubhouse with retrofit or concealed heads.

ELECTRICAL

Electrical scope of work includes but not limited to the following:

1. Confirm existing multiple electrical services as required by utility companies.
2. Inspect existing ground mounted transformer and service panel and replace if required.
3. Inspect existing main feeders (copper conductors and conduits).
4. Provide and install new exterior architectural, deck and site lighting package.
5. Provide and install new interior architectural lighting package. Install only for owner supplied decorative lighting package.
6. Provide and install sensor rack control system module "DRd12-48-120" complete with all required accessories with built in override switch and astronomical time clock. Install per manufacturer's instructions.
7. Occupancy sensor light switches for non-public areas including office, storage and janitor areas.
8. Provide provisions for all illuminated signs, disconnect/wiring by electrical contractor. Location and requirements by sign contractor.
9. Provide general use receptacles and wiring for all public areas including lower level for HVAC units.
10. Provide GFCI receptacles with stainless steel cover plates within kitchen, bar and outdoor patio or provide GFCI circuit breakers (verify receptacle configurations

OUTLINE SCOPE OF WORK

- with kitchen consultant) and wiring to new panel board, conduit/wire sizes based on equipment ratings.
11. Provide power and wiring for remote refrigeration systems located on roof for kitchen freezer, ice machine, walk in cooler and etc. Control wiring by Refrigeration Supplier. Provide Fire Rated penetration through demising walls for refrigerant and electrical lines.
 12. Provide power and fused disconnect switches for HVAC, kitchen exhaust fans, make up air and fly fans. Use HACR circuit breakers.
 13. Provide and install all required wiring for the PCU system as per mechanical details, diagrams and notes.
 14. Provide shunt trip circuit breaker for all outlets located under the hoods.
 15. Provide point of sale [POS] power outlets with independent grounding if required.
 16. Provide new floor/wall mounted power/data outlets at host area, wait & service stations, bar, management office and remote printers.
 17. Provide and install all new exit signs and emergency lighting as required. Egress lighting to meet code requirement of at least one-foot candle minimum.
 18. Provide for all power for AV/Low voltage/data systems.
 19. All GFCI receptacles apply to commercial kitchen, wet locations and exterior.
 20. Provide dedicated power circuits for computer, security system, cable TV, sound system, fire alarm system and telephone system. Individual systems provided by Owner.
 21. Provide and install Infra-tech patio heaters and control system panels.
 22. Provide sealing for any penetration to acoustical ceiling spaces.
 23. Refer to reflected ceiling plans for all architectural and decorative lighting, controls and zoning.

ALARM, COMPUTER, SECURITY, CABLE TV and SOUND SYSTEM

Provide concealed conduit only for all sound system, telephone, computer, POS, cable TV and security system as required (wiring by individual vendor). Provide telephone conduit to elevator area.

Private and Public areas to have wall mounted speakers, coverage as required for even sound. Speaker system to be from a central source located and controlled in Manager's office.

Coordinate and provide required conduit for CCTV system AV consultant. Provide fire suppressor/alarm at the kitchen. Provide Fire-life safety control panel / enunciator / smoke detectors, duct detectors, strobe lights, horns and pull station is required by code.

OUTLINE SCOPE OF WORK

CONTINGENCY

Provide a minimum additional 10% cost of construction for unforeseen expenses due to the nature of tenant improvements. Contingency to be allocated to costs as mutually agreed upon between Owner, Architect, and Contractor.

INSURANCE, BUSINESS LICENSE, WORKMEN'S COMPENSATION

Contractor and all major sub-contractors to provide evidence of current Workmen's Compensation and for all insurance coverage normally required for a project of this kind as to completely indemnify the Tenant, Landlord and Architect from all claims arising from the work. The contractor shall hold and maintain a valid state contractor license and other business licenses as required by the County of Los Angeles to complete this work.

SUPERVISION, PROFIT AND OVERHEAD

All supervision, profit and overhead to be included in Contractors' fee for the work. The Contractor shall identify by name and qualifications a full time site supervisor who shall be present at the site during normal working hours and at all jobsite meetings.

Jobsite notes are solely the responsibility of the Contractor and shall be distributed no more than three [3] days after each site meeting. A current and updated schedule is to be presented at each scheduled site meeting, including a 3-week look ahead.

Contractor to provide standard hourly costs including all benefits for job supervisor, project manager, clerical and general job site labor.

In case the GC needs to replace the superintendent or project manager, the GC will add 2 (two) weeks of additional O&P to the overall construction schedule at no cost to the client.

An additional superintendent is required on site for the last 4 weeks to assist and complete all additional tasks.

BUSINESS LICENSE, INSURANCE, WORKMEN'S COMPENSATION

The Contractor and all subcontractors shall hold and maintain a valid state contractor license and other business licenses as required by the City of Los Angeles to complete this work. Contractor and all sub-contractors shall provide evidence of current Workmen's Compensation and for all insurance coverage normally required for a project of this type as to completely indemnify the Tenant, Landlord and Architect from all claims arising from the work. See City Exhibits for specific insurance and licensing requirements.

END OF SECTION

II. FACILITY ILLUSTRATIONS / RENDERING

Crews and The Tavern at Rancho Park, LLC team are perfectly positioned and prepared to ex-illustrations and renderings on the following pages depict the design and décor upgrades that will enhance the overall venue's ambiance and create an attractive environment that will create an unforgettable guest experience and drive sales.

Dead Horse Lake Golf Course 12:44 PM 98 F

CLUB HOUSE AND MORE

DEAL OF THE DAY
HAWAIIAN PINEAPPLE AND ORANGE ONLY \$5.99

PARONETV
GOLF CLUBS

NOW AVAILABLE IN THE PRO SHOP
FULL IRON SETS STARTING AT \$399
DRIVERS STARTING AT \$199

#DeadHorseLake #PlayaScoreForOnly\$20More!

RANCHO PARK GOLF COURSE

RESTAURANT • DRIVING RANGE

DEPARTMENT OF RECREATION & PARKS CITY OF LOS ANGELES



TAVERN
AT RANCHO PARK





















ENTREES
served with house salad or cup of soup

MEDICHERN-BATTERED HALIBUT
with house potato, peas, house mayo & butter sauce 13.00

GRILLED BONELESS TURKEY BREAST
with house potato, house mayo, house salad, green beans & mushrooms 14.00

GRILLED PORK TENDERLOIN
with house potato, house mayo, house salad, green beans & mushrooms 13.95

BURGERS
served with house salad, fries, or potato chips

GRASS-FED BEEF
with cheese, onion, lettuce & tomato 8.95

MUSHROOM SWISS BURGER
with sautéed mushrooms, melted cheese on a house roll 10.00

HICKORY BURNER
topped with cheddar, bbq sauce, onion & house roll 10.00

HIBON
grilled chicken breast, house potato, house salad, green beans & mushrooms 13.95



APPLE GLAZED ONION RIBS
in vanilla sauce, deep fried w/ butter, glazed with thyme 17.95

KOREAN CHICKEN SALADILLA
in restaurant style, roasted with house sauce, house salad 8.95

CHO CHILE SEHIMP COW
in house sauce, jalapeno, house potato, house salad & onion 8.95

JED CALAMARI
in house sauce, house potato, house salad & onion 8.95

SANDWICHES
served with house salad, french fries, or potato chips

PULLED PORK
with tangy house sauce on an onion bun 9.95

TURKEY CLUB
roasted turkey breast, house, lettuce, tomato & tomato on a bun 9.95

REUBEN
corned beef, melted Swiss, house potato & house salad on a bun 9.95

CHICKEN SALAD CROISSANT
house-made chicken salad with lettuce & tomato on a bun 9.95









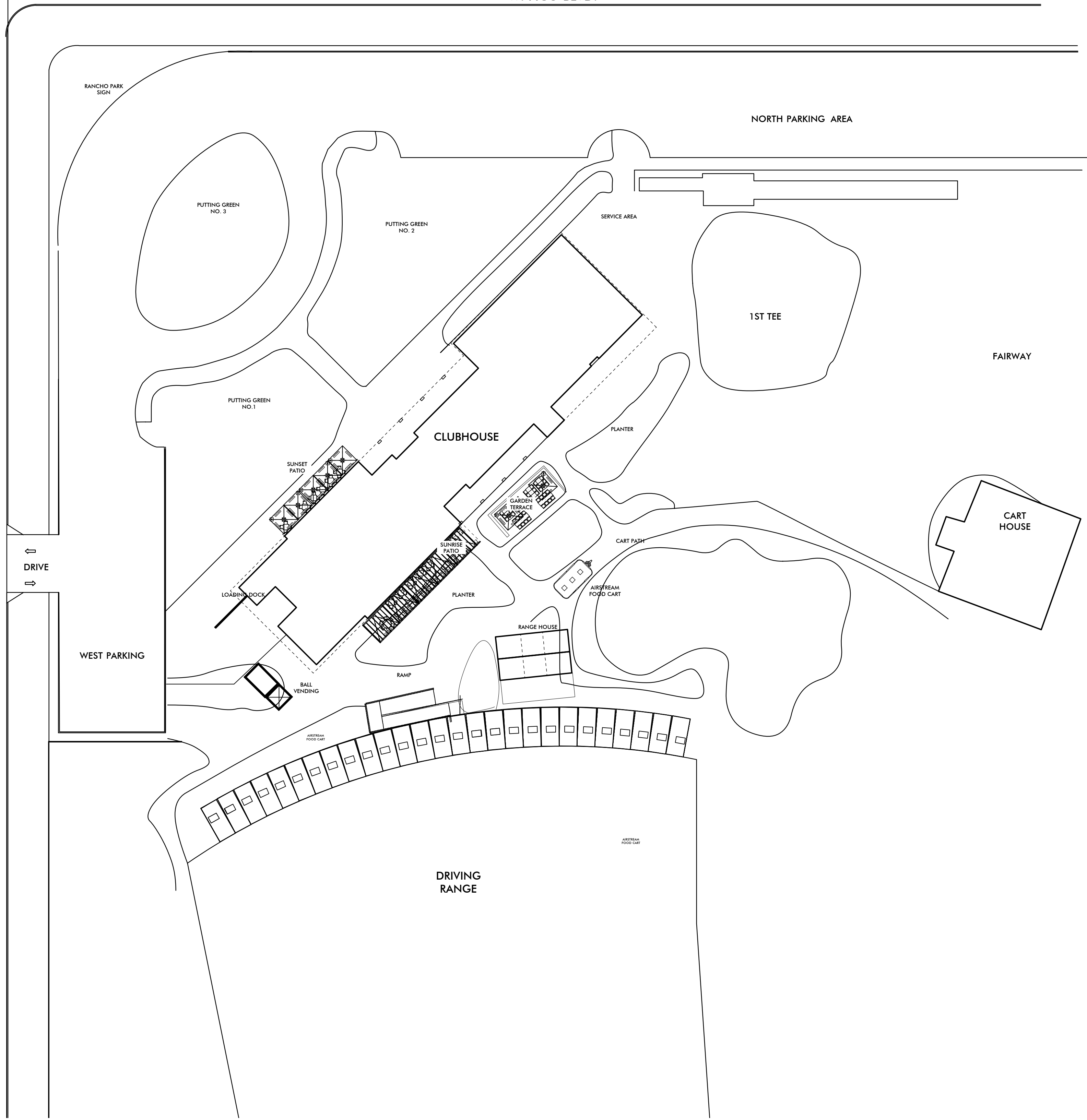


III. FACILITY LAYOUTS & PLANS

The facility was laid out and designed in the proposed manner in order to assure our team delivers the highest caliber of build out in complex building environments with thoughtful approach to operational efficiency and maximization of the lifespan of facility and equipment.

W. PICO BLVD.

PATRICIA AVE.



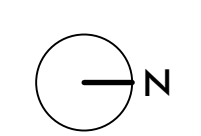
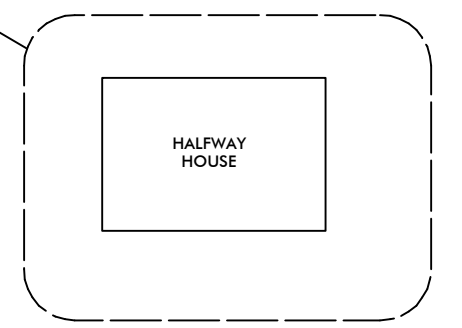
CREWS OF CALIFORNIA

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

NOTE: NOT SHOWN TO SCALE
LOCATED ELSEWHERE ON COURSE



DEVELOPMENT PLAN
FURNITURE PLAN

SCALE: NTS
20 February 2018

PARKING LOT

PUTTING GREEN NO.1

PUTTING GREEN NO.2

ENTRY

SUNSET PATIO

MULTI PURPOSE RM. 2

SERVICE

STOR.

MICRO-BREW

BAG DROP

CART PATH

LOADING

WALK IN

MEN

WOMEN

BAR 2

MULTI PURPOSE RM. 1

PREP/DISH

COOKLINE

PICK UP

OFFICE

LOBBY

PRE FUNCTION

ELEC. ROOM

STARTER

DINING

GOLF MGR

BENCHES

SUNRISE PATIO

BAG DROP

STARTER

CART PATH

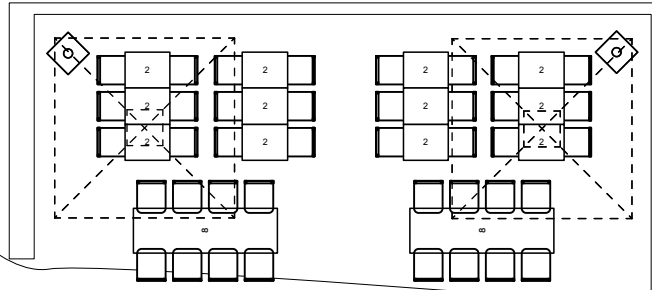
RANGE BALL DISPENSER

PLANTER

PLANTER

PLANTER

CART PATH

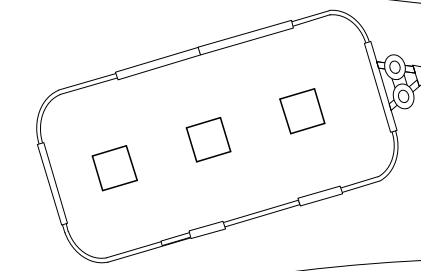


GARDEN TERRACE

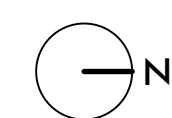
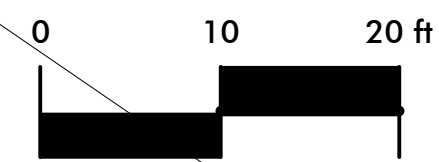
CLINTON ROCK

PLANTER

CART PATH



AIRSTREAM FOOD CART



17-029 RANCHO PARK GOLF		
SEAT SUMMARY		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	QTY.	SEATS
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		172
SUNRISE [EAST] PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	14	28
4 TOPS	5	20
6 TOPS	1	6
TOTAL		54
SUNSET [WEST] PATIO [APPROX.]		
SEAT TYPE	QTY.	SEATS
4 TOPS	7	28
TOTAL		28
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	QTY.	SEATS
PREFUNCTION	20	20
MULTI PURPOSE 1 [8 TOPS]	12	96
MULTI PURPOSE 2 [8 TOPS]	6	48
LOUNGE	16	16
BAR	17	18
TOTAL		198
GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		40

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RANCHO PARK GOLF COURSE

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OPTION A5
FURNITURE PLAN

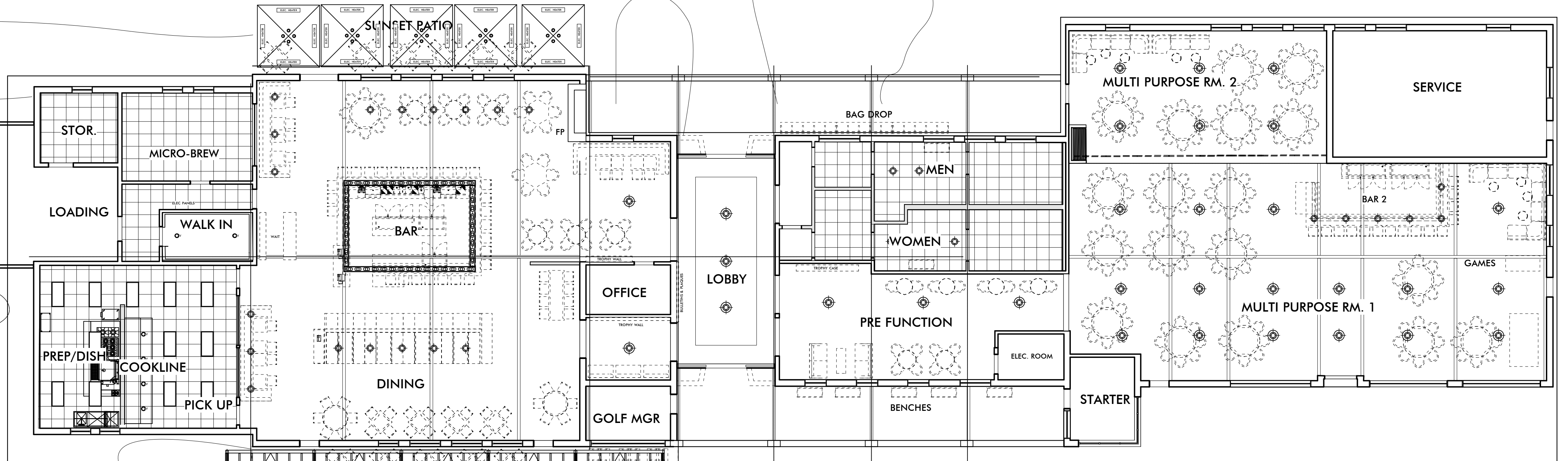
SCALE: NTS
20 February 2018

PARKING LOT

PUTTING GREEN NO.1

PUTTING GREEN NO.2

ENTRY



CART PATH

RANGE BALL DISPENSER

STARTER

SUNRISE PATIO

CART PATH

PLANTER

PLANTER

GARDEN TERRACE

PLANTER

CART PATH

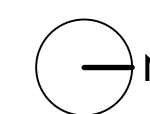
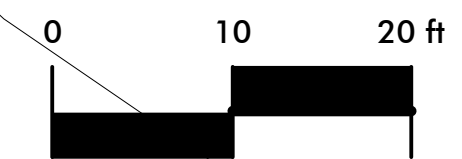
CLINTON ROCK

PLANTER

CART RAMP

DRIVING RANGE

CART PATH



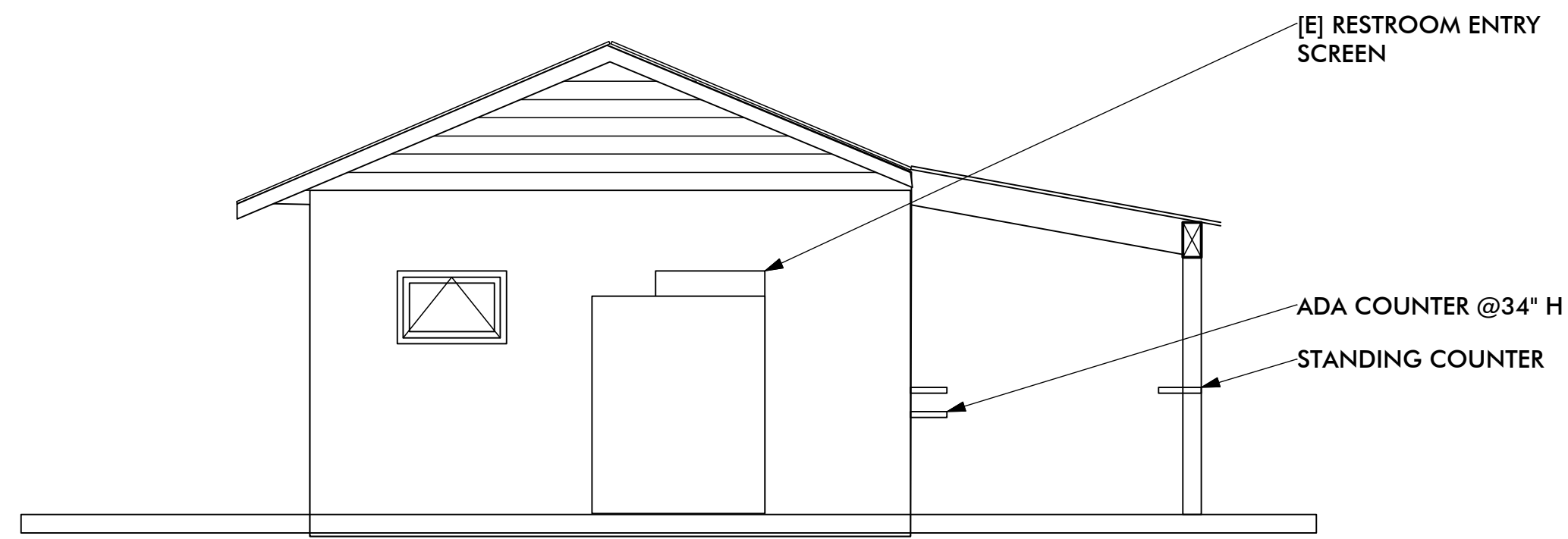
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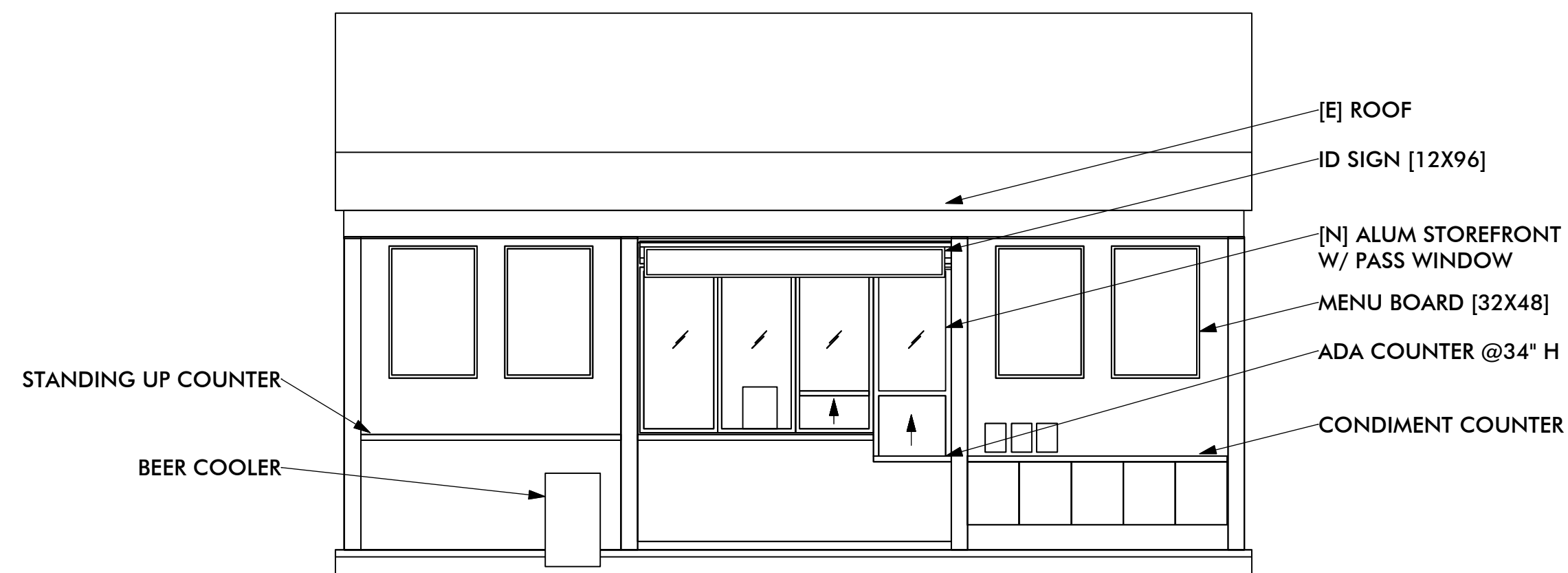
RANCHO PARK GOLF COURSE

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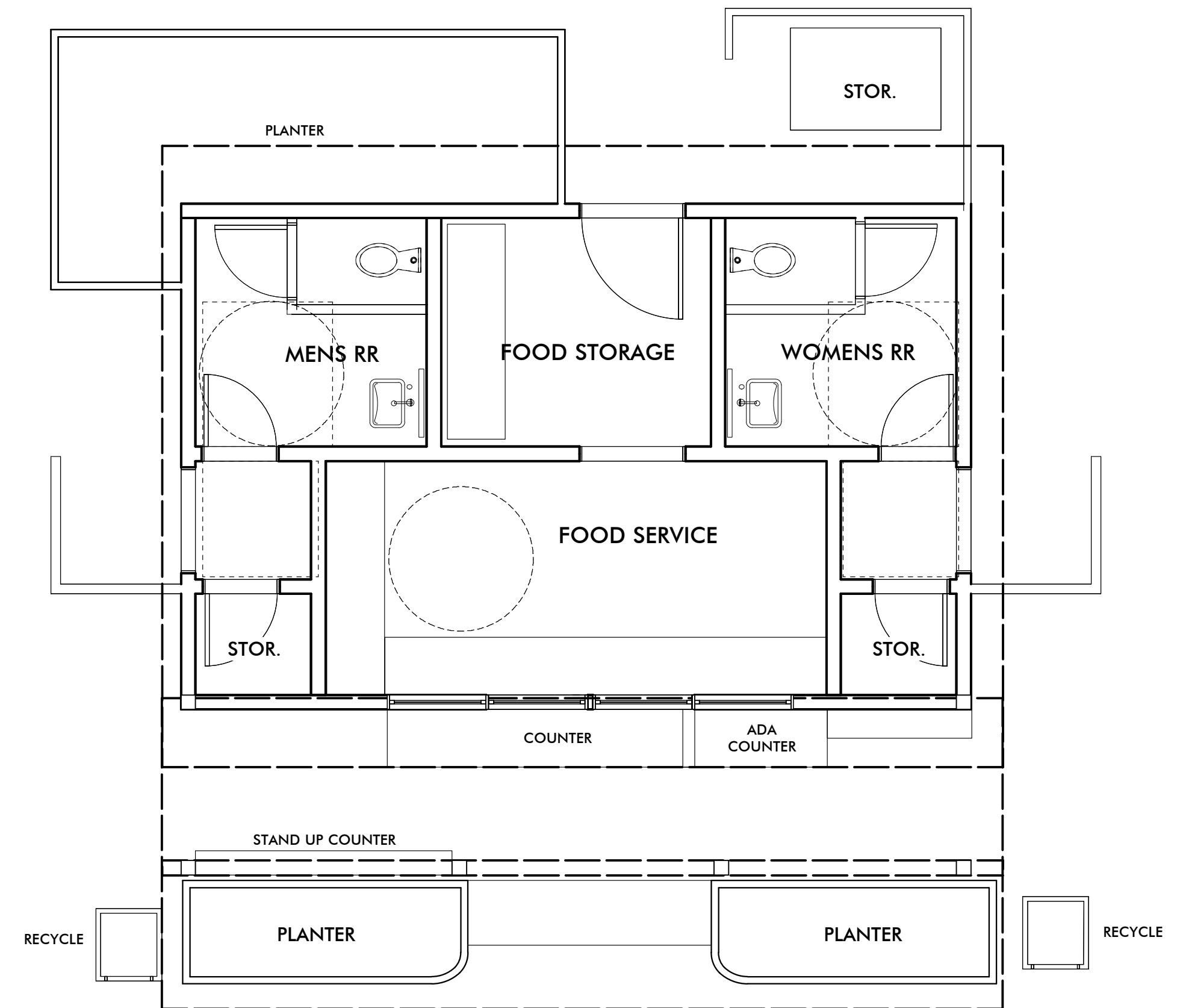
OPTION A5
REFLECTED CEILING PLAN
 SCALE: NTS
 20 February 2018



SIDE ELEVATION



FRONT ELEVATION



PLAN



CREWS OF CALIFORNIA

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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

HALFWAY HOUSE
FLOOR PLAN & ELEVATIONS

SCALE: = 1'-0"
 2 February 2018



EVI
 3881 Ten Oaks Rd.
 Suite 2C
 Glenelg, MD 21737
 410-489-0286
 www.evifs.net

EQUIPMENT SCHEDULE			
ITEM NO	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER
1	FRYER BATTERY, GAS	FRYMASTER	FMJ340
2	RANGE, GAS	SOUTHBEND	4362D
3	GRIDDLE, GAS	SOUTHBEND	HDC-36
4	BROILER, UNDER-FIRED, GAS, COUNTER	SOUTHBEND	HDC-24
5	REFRIGERATED EQUIPMENT STAND	CONTINENTAL REFRIGERATOR	DL60G
6	REFRIGERATED EQUIPMENT STAND	CONTINENTAL REFRIGERATOR	DL60G
7	HAND SINK	JOHN BOOS & CO.	PBHS-W-1410-P-SSLR-X
8	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
9	WORKTOP FREEZER	CONTINENTAL REFRIGERATOR	SWF48
10	HOT FOOD SERVING COUNTER	DELFIELD	EHEI48L
11	SANDWICH/SALAD PREP REFRIGERATOR	CONTINENTAL REFRIGERATOR	DL60-24M
12	SANDWICH/SALAD PREP REFRIGERATOR	CONTINENTAL REFRIGERATOR	SW48-18M
13	DOUBLE OVERSHELVES	CUSTOM	--
14	CABINET, DISH	JOHN BOOS & CO.	4DCO4-1896
15	MICROWAVE OVEN	ACP, INC.	HDC182
16	BEVERAGE COUNTER	JOHN BOOS & CO.	4CB4R10-3072-L
17	ICE & WATER DISPENSER	DELFIELD	204
18	TEA BREWER	BUNN-O-MATIC	35700.0001
19	COFFEE BREWER	BUNN-O-MATIC	23050.0007
20	WORK TOP REFRIGERATOR	CONTINENTAL REFRIGERATOR	SW48-BS
21	ICE CREAM DIPPING CABINET	MASTERBILT	DC-2S
22	ICE MAKER W/ BIN	HOSHIZAKI AMERICA	KM-1601SAH/B-800SF
23	THREE COMPARTMENT SINK	JOHN BOOS & CO.	3PB184-2D18
24	POT RACK SHELF	JOHN BOOS & CO.	BHS1696PR-16/304
25	COMBI-OVEN, GAS	RATIONAL USA	SCC 101 G
26	DBL. CONVECTION OVEN, GAS	SOUTHBEND	GS/25CCH
26A	COOK/HOLD SMOKER CABINET, ELEC	ALTO-SHAAM	1767-SK
27	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
28	REACH-IN FREEZER	CONTINENTAL REFRIGERATOR	2F
29	REACH-IN REFRIGERATOR	CONTINENTAL REFRIGERATOR	2RE
30	WORK TABLE [30" X 84"]	JOHN BOOS & CO.	ST6R5-3084SSK
31	DISHTABLE - SOILED	JOHN BOOS & CO.	JDS-20-48R
32	DISHWASHER	JACKSON WWS	TEMPSTAR
33	DISHTABLE - CLEAN	JOHN BOOS & CO.	JDTC-20-48L
34	DISHTABLE - CLEAN	JOHN BOOS & CO.	JDTC-20-48L
35	GRIDDLE, GAS	SOUTHBEND	HDC-36
39	FOOD PROCESSOR	ROBOT COUPE	R2N
40	MIXER	GLOBE FOOD EQUIPMENT	SP20
41	MIXER	GLOBE FOOD EQUIPMENT	SP20
42	SLICER	BIZERBA	GSP V 1-150-GVRB
43	BLENDER	VITAMIX	5201
45	EXHAUST HOOD SYSTEM	CAPTIVE AIRE	--
46	KEG COOLER	PERLICK	US10KP
48	RACK DOLLY	METRO	CB2121C
49	DISHRACK DOLLY	METRO	PCD11
B1	UNDERBAR GLASS RACK	KROWNE METAL	KR18-GSB1
B2	UNDERBAR ICE CHEST	KROWNE METAL	KR18-24-10
B3	UNDERBAR LIQUOR DISPLAY	KROWNE METAL	KR18-12RD
B4	UNDERBAR BLENDER STATION	KROWNE METAL	KR18-12BD
B5	UNDERBAR POS CABINET	KROWNE METAL	KR18-PC18
B6	UNDERBAR SINK	KROWNE METAL	KR18-43R
B7	UNDERBAR FILLERS & DRAINBOARDS	KROWNE METAL	KR18-DRC90
B8	UNDERBAR HANDSINK W/SOAP & TOWEL D	KROWNE METAL	KR18-12DST
B9	BACK BAR COOLER	KROWNE METAL	BS60R
B10	BACK BAR COOLER	KROWNE METAL	BS84R
B10.1	BACK BAR COOLER	KROWNE METAL	BS84L
B11	BACK BAR COOLER	KROWNE METAL	NS52L
LB1	DRAFT BEER DISPENSING HEAD	MICRO MATIC USA	PT4A-10PSS

REV.#	DESCRIPTION	DATE

RANCHO PARK CONCESSIONS

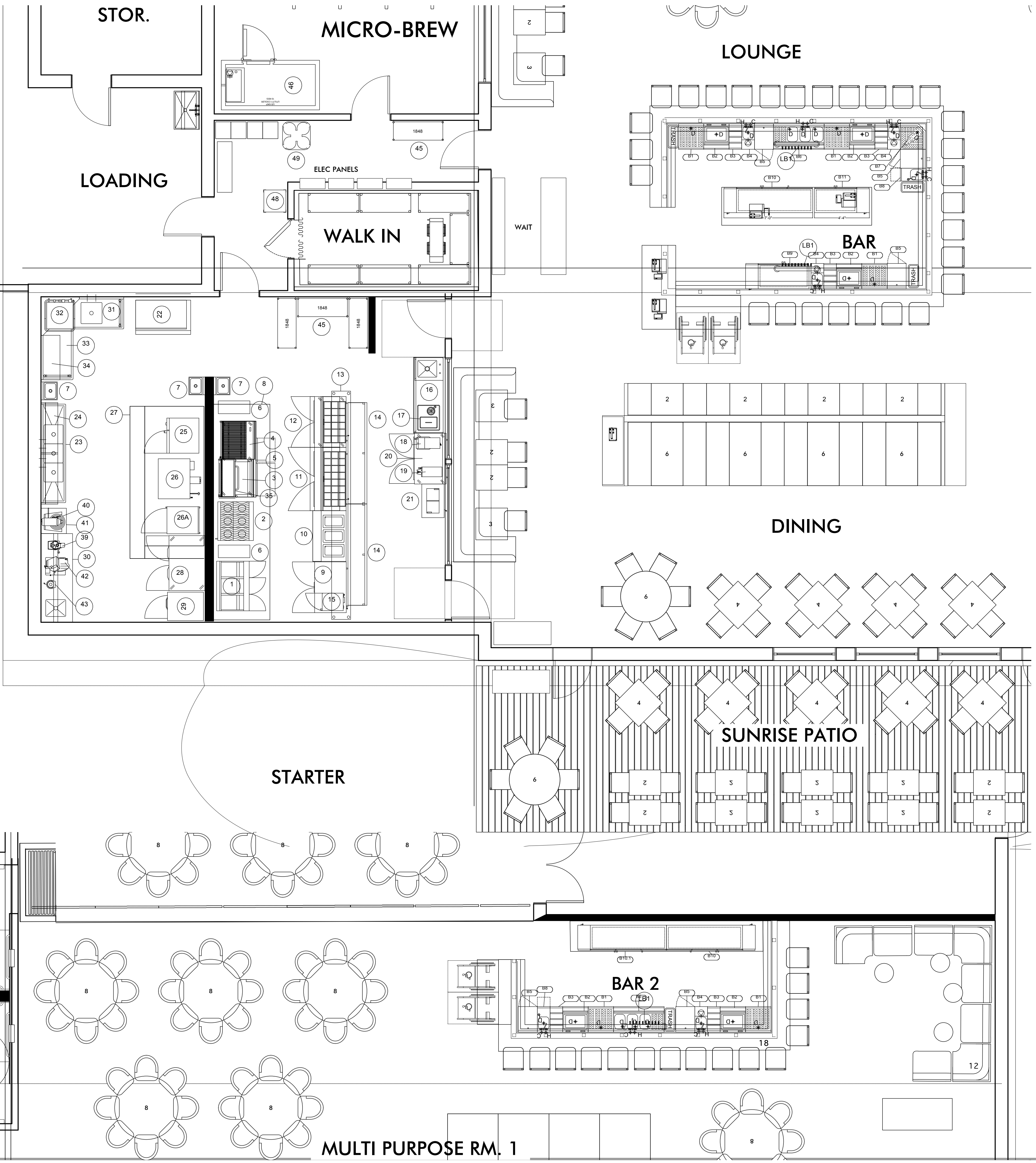
JOB NO. :

DATE :
2.12.18

DRAWN BY :
J J H

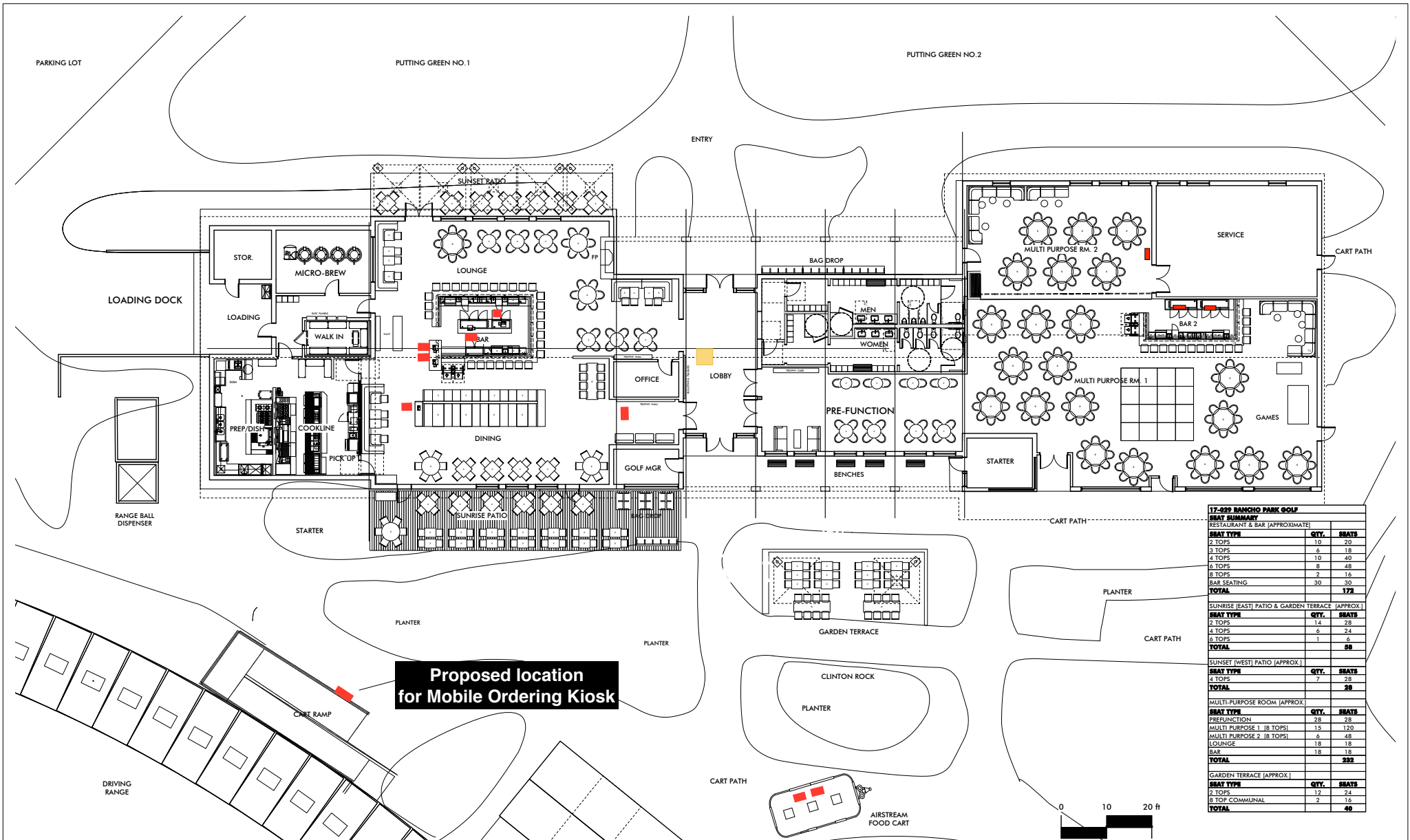
CHECKED BY :
M D

SHEET No. :



IV. POINT OF SALE & WIFI LOCATIONS

Proper placement of the all point of sale equipment throughout the facility will ensure efficient ordering and production of products to ensure the best possible experience for both our guests and team members.



**Proposed location
for Mobile Ordering Kiosk**

17,000 RANCHO PARK GOLF

RESTAURANT & BAR (APPROXIMATE)

SEAT TYPE	QTY.	SEATS
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		172

SUNRISE (EAST) PATIO & GARDEN TERRACE (APPROX.)

SEAT TYPE	QTY.	SEATS
2 TOPS	14	28
4 TOPS	6	24
6 TOPS	1	6
TOTAL		58

SUNSET (WEST) PATIO (APPROX.)

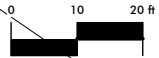
SEAT TYPE	QTY.	SEATS
4 TOPS	7	28
TOTAL		28

MULTI-PURPOSE ROOM (APPROX.)

SEAT TYPE	QTY.	SEATS
PREFUNCTION	28	28
MULTI PURPOSE 1 (8 TOPS)	15	120
MULTI PURPOSE 2 (8 TOPS)	6	48
LOUNGE	18	18
BAR	18	18
TOTAL		238

GARDEN TERRACE (APPROX.)

SEAT TYPE	QTY.	SEATS
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		40



CREWS OF CALIFORNIA
6033 W. Century Blvd., Suite 1110, Los Angeles, CA 90045

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RANCHO PARK GOLF COURSE

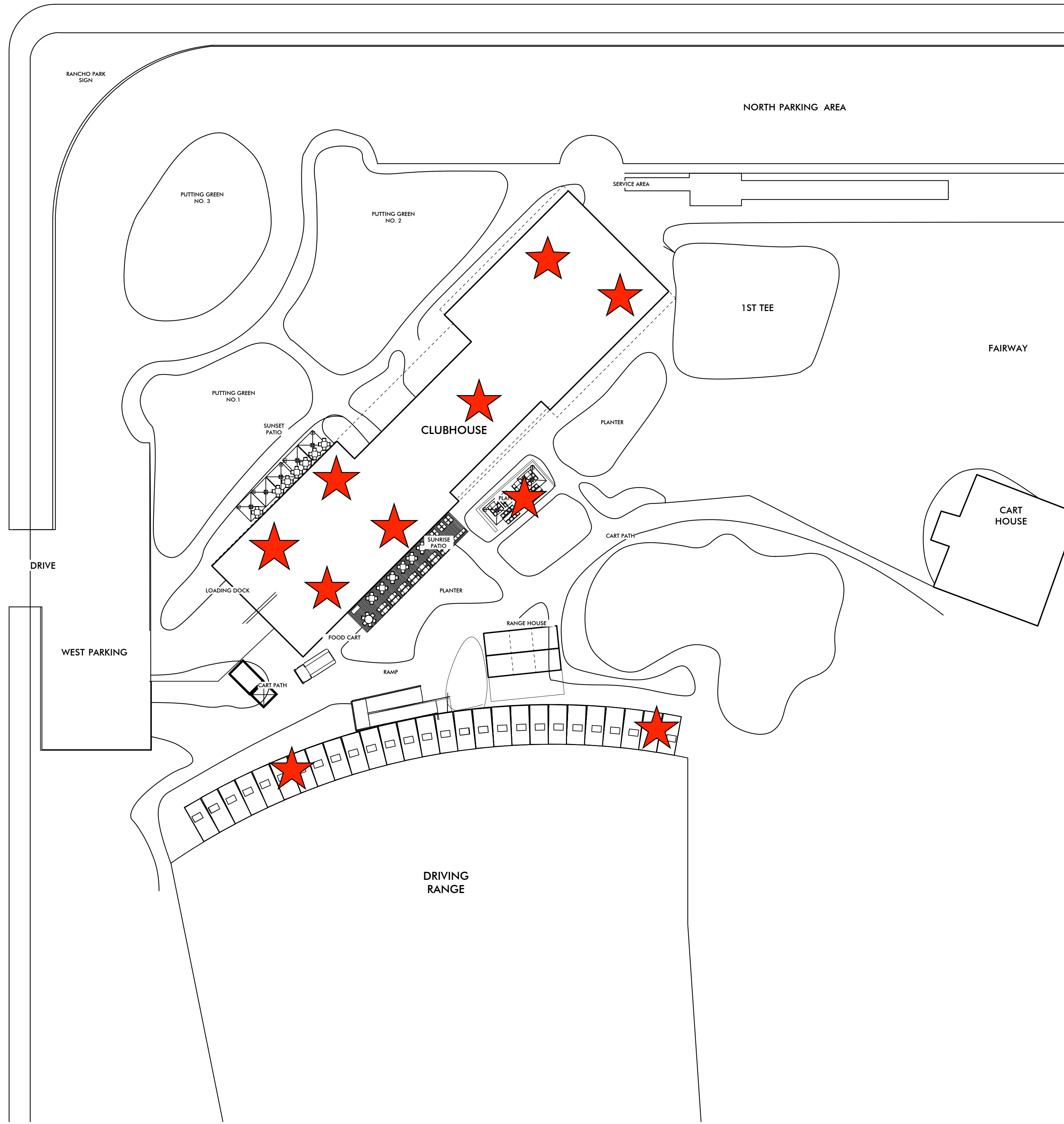
10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN
FURNITURE PLAN

SCALE: NTS
2 February 2018

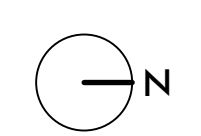
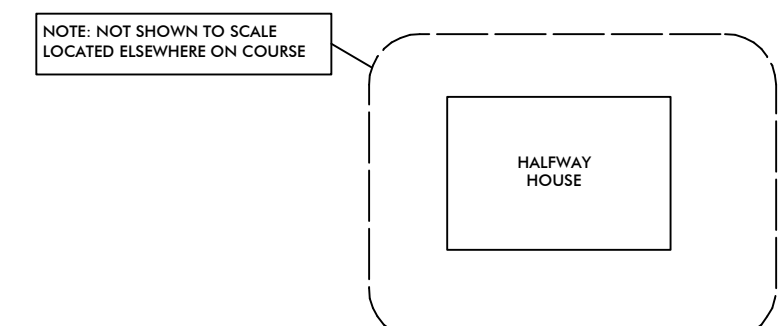
W. PICO BLVD.

PATRICIA AVE.



LEGEND

 = Wifi Wireless Access Points



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RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN

SITE PLAN
SCALE: NTS
2 February 2018

Sold To

Crews

Nick Buford
 6033 West Century Blvd
 Suite 1110
 Los Angeles, CA 90045
 United States

Phone

Fax

Your Sales Rep

Raquel Redulla

(213) 784-1959 ext 158
 rredulla@allsafeit.com

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

1	10	Cisco Aironet 3802I IEEE 802.11ac 5.20 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - Beamforming Technology - 2 x Network (RJ-45)	\$898.80	\$8,988.00
---	----	--	----------	------------



For organizations paving the way for the new 802.11ac Wave 2 standard, the Cisco Aironet 3800 Series is the perfect solution. The access points go beyond getting ready for the new standard, providing the ultimate in flexibility and versatility.

For large enterprise organizations that rely on Wi-Fi to engage with customers, the 3800 Series is a hands-off product that's intelligent enough to make decisions based on end-device activities and usage. This automation allows you to devote time to other pressing matters, secure in the knowledge that your Wi-Fi network is performing to its utmost potential. The Aironet 3800 Series is packed with the features and capabilities that have made Cisco the industry leader, at a price point that is ideal for managing wireless growth, capacity, and coverage gaps in dense indoor environments.

2	1	Cisco Aironet 2504 Wireless LAN Controller - 4 x Network (RJ-45) - Rack-mountable	\$1,337.87	\$1,337.87
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The Cisco 2500 Series Wireless Controller enables systemwide wireless functions in small to medium-sized enterprises and branch offices. Designed for 802.11n performance, Cisco 2500 Series Wireless Controllers are entry-level controllers that provide real-time communication between Cisco Aironet access points to simplify the deployment and operation of wireless networks. As a component of the Cisco Unified Wireless Network, this controller

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Line	Qty	Description	Unit Price	Ext. Price
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delivers centralized security policies, wireless intrusion prevention system (wIPS) capabilities, award-winning RF management and quality of service (QoS) for voice and video. Delivering 802.11n performance and scalability the 2500 Series provides low total cost of ownership and flexibility to scale as network requirements grow.

3 1 Cisco SG300-28P Ethernet Switch - 26 x Gigabit Ethernet Network, 2 x Gigabit Ethernet Uplink, 2 x Gigabit Ethernet Expansion Slot - Manageable - 2 Layer Supported

\$448.80

\$448.80



The Cisco 300 Series, part of the Cisco Small Business line of network solutions, is a portfolio of affordable managed switches that provides a reliable foundation for your business network. These switches deliver the features you need to improve the availability of your critical business applications, protect your sensitive information, and optimize your network bandwidth to deliver information and applications more effectively. Easy to set up and use, the Cisco 300 Series provides the ideal combination of affordability and capabilities for small businesses, and helps you create a more efficient, better-connected workforce.

SubTotal	\$10,774.67
Tax	\$1,023.59
Shipping	\$0.00
Total	\$11,798.26
Deposit Required	\$11,798.26

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V. CAPITAL IMPROVEMENT AND MID-TERM REFURBISHMENT BUDGET

The capital improvement budget and mid-term refurbishments budgets are set forth in order to assure the facility is able to be reconstructed as proposed with durable, high-quality materials that can provide the first class ambiance and design that is fitting for the crown jewel of the RAP golf portfolio.

Rancho Golf Course

City Scope	per sq. ft.	total cost
Abatement of Asbestos	\$ 10.00	\$ 55,800
Add Light to Parking Lot + Greens		\$ 390,000
Relocate front moniker sign		\$ 80,000
Update Planters		\$ 120,000
Update Walk Ways / Surrounding Concrete		\$ 160,000
Total		\$805,800

Concessionaire Scope

Phase 1 (A) - Main Restaurant

		Original Calculation
1 Electrical	\$ 50.00	\$ 279,000
1 Demolition	\$ 10.00	\$ 55,800
1 Grease Interceptor		\$ 150,000
1 Plumbing	\$ 17.92	\$ 99,994
2 Millwork	\$ 20.00	\$ 111,600
1 Flooring	\$ 26.00	\$ 145,080
1 ACT ceiling	\$ 16.20	\$ 90,396
1 Sprinklers	\$ 7.17	\$ 40,009
1 Duct HVAC	\$ 22.00	\$ 122,760
1 Back Deck + Trellis	\$ 70.00	\$ 62,300
2 Kitchen Equipment + Half Way House/Bar		\$ 181,000
1 Enlarge Windows		\$ 20,000
2 Furniture	\$ 18.00	\$ 100,440
1 Front Patio	\$ 2.15	\$ 11,997
1 Finishes	\$ 11.00	\$ 61,380
2 Audio Visual / Security	\$ 7.17	\$ 40,000
1 Roofing Repairs	\$ 2.15	\$ 12,000
1 General Conditions	\$ 35.13	\$ 196,050
2 Signage on Building		\$ 37,000
	SubTotal	\$ 1,816,805
	<i>general liability insurance</i>	1.80% \$ 32,702
	<i>builders risk insurance</i>	2.00% \$ 36,336
	<i>profit & overhead</i>	9.00% \$ 163,512
	<i>Contingency</i>	7.00% \$ 127,176
2	<i>180 sq. ft. Brewing onsite</i>	\$ 30,000
	Total	\$ 2,206,533

Phase 1(B) - Entry + Bathrooms/Lounge

1	All in (Finishes/plumbing/electrical/flooring/mechanical/sprinkler/demo/equipment)	\$ 408	\$ 220,050
	<i>general liability insurance</i>	1.80%	\$ 3,961
	<i>builders risk insurance</i>	2%	\$ 4,401
	<i>profit & overhead</i>	9%	\$ 18,704
	<i>Contingency</i>	7.00%	\$ 15,404
	Total		\$ 262,520

Rancho Golf Course

Phase 2 - Half Way House

1	475	\$	25.26	\$	12,000
	<i>general liability insurance</i>		1.80%	\$	216
	<i>builders risk insurance</i>		2%	\$	240
	<i>profit & overhead</i>		9%	\$	1,020
	<i>Contingency</i>		7.00%	\$	840
	Total			\$	14,316

Phase 3 - Airstream / Food Truck Service

2	Purchased fully built out	Total	\$	35,000
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Phase 1 - 3 Project Subtotal = \$ 2,518,368

Phase 4 - Banquet Hall

1	Electrical	\$	35.00	\$	206,850
1	Demolition	\$	10.00	\$	59,100
1	Plumbing	\$	10.00	\$	59,100
1	Millwork	\$	20.00	\$	118,200
1	Flooring	\$	26.00	\$	153,660
1	ACT ceiling	\$	16.20	\$	95,742
1	Sprinklers	\$	7.17	\$	42,375
2	Duct HVAC	\$	22.00	\$	130,020
1	Doors/Windows	\$	7,000.00	\$	49,000
1	Furniture	\$	18.00	\$	5,928
1	Finishes	\$	11.00	\$	65,010
2	Audio Visual / Security	\$	6.77	\$	40,000
1	Roofing Repairs	\$	1.35	\$	8,000
1	Folding Partition			\$	30,000
1	General Conditions	\$	33.17	\$	196,050
	SubTotal			\$	1,259,035
	<i>general liability insurance</i>		1.80%	\$	22,663
	<i>builders risk insurance</i>		2%	\$	25,181
	<i>profit & overhead</i>		9%	\$	107,018
	<i>Contingency</i>		7.00%	\$	88,132
	Total			\$	1,502,028

Subtotal PROJECT ALL IN COST \$ 4,020,397

1 **Design cost \$ 261,325.78**

Total Project cost

\$ 4,281,722

VI. CAPITAL FINANCIAL PLAN

On following pages please find the following documents:

- Confidential 2016 Year End Financials for Crews of California, Inc. the guarantor for The Tavern at Rancho Park, LLC. Crew of California, Inc. sole and principle owner Robert B. Crews is also one of the Managing Members of The Tavern at Rancho Park, LLC
- Based on the initial due diligence and developed The Tavern at Rancho Park concepts and rough order of magnitude cost proposals, The Tavern at Rancho Park, LLC (“Tavern”) initial plan is to invest \$2,757,000 into the development of The Tavern at Rancho Park Gastropub and Brewery, Entry Foyer, Bathrooms, Halfway Café, Fareways Grab & Golf Stand and Mobile Cart. Upon proof of viability of concept and traffic, the Tavern team will look to develop the Rancho Banquet Hall to capture special events and additional capacity, which will require an additional \$1.3 Million investment.
- The Tavern team looks forward to partnering with the City and RAP to properly abate the existing facility and improve the surrounding areas of the facility (approx. \$850K investment).
- The current proposed investment breakdown is below:
 - Crews Entities Internal Cash Flow - \$1,000,000 - \$2,000,0000
 - Equity Partner Cash Investment - \$1,000,000 Cash and/or deposited funds in bank to support Letter of Credit for Bank Loan
 - Initial Bank/Private Equity Financed loan - \$2,500,000 - \$3,000,000
 - Secondary Bank/Private Equity Financed loan - \$1,500,000 (Year 3 to complete Special Event Space - ‘The Rancho Room’)
 - D & B Report for Crews of California, Inc. the guarantor for The Tavern at Rancho Park, LLC.

Confidential Material
&
Proprietary Information
begins on this page

*The proposer agrees to indemnify and hold harmless the County and its Board of Supervisors, and the State, and each of their respective officers, employees, agents and volunteers (collectively, "**Indemnitees**") from any claims, liability or damages against the County, and to defend any action brought against the Indemnitees for Proposer's failure or refusal to clearly and properly disclose copyrighted material, trade secrets, or other proprietary information. The proposer acknowledges and understands that County may release information in the proposal claimed by Proposer to be exempt from disclosure under the Public Records Act, and that Proposer waives any claims against the County for such release."*

**CREWS OF CALIFORNIA, INC. AND
RELATED ENTITIES**

CONSOLIDATED
FINANCIAL STATEMENTS

DECEMBER 31, 2016

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Consolidated balance sheet	3 - 4
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Consolidated statement of changes in equity	7
Consolidated statement of cash flows	8
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Supplemental schedules:	
Consolidating balance sheet (unaudited)	18 - 19
Consolidating statement of income (unaudited)	20 - 21

Independent Auditor's Report

To the Board of Directors of
Crews of California, Inc. and Related Entities

We have audited the accompanying consolidated financial statements of Crews of California, Inc. and related entities, which comprise the consolidated balance sheet as of December 31, 2016, and the related consolidated statements of income, changes in equity, and cash flows for the fifty-two weeks then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

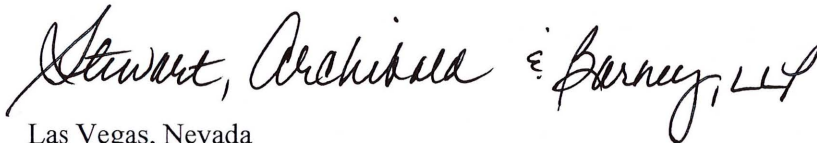
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Crews of California, Inc. and related entities as of December 31, 2016, and the results of their operations and their cash flows for the fifty-two weeks then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Consolidating Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information in the supplemental schedules is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and results of operations, of the individual companies, and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position and results of operations of the individual companies. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



Las Vegas, Nevada
May 31, 2017

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2016

ASSETS	
Current assets:	
Cash	\$ 1,865,475
Accounts receivable	386,830
Inventory	1,492,983
Prepaid expenses	694,594
Other receivable	15,562
Total current assets	4,455,444
Non-current assets:	
Building	628,782
Leasehold improvements	24,053,266
Furniture, fixtures and equipment	4,627,618
Computer equipment and software	1,512,272
Vehicles	195,177
Accumulated depreciation	(13,154,708)
Total non-current assets	17,862,407
Other assets:	
Start-up costs, net of accumulated amortization of \$938,814	2,368,806
Contract acquisition costs, net of accumulated amortization of \$278,507	64,246
Acquisition costs	1,067,616
Licenses, net of accumulated amortization of \$72,505	137,494
Deposits	978,390
Total other assets	4,616,552
Total assets	\$ 26,934,403

The accompanying notes are an integral part of these financial statements.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED BALANCE SHEET (CONTINUED)
DECEMBER 31, 2016**

LIABILITIES AND EQUITY

Current liabilities:

Accounts payable	\$ 3,646,802
Accrued expenses	473,929
Sales and property tax payable	566,389
Accrued payroll and related liabilities	1,065,628
Note payable	507,107
Current portion of long-term debt	25,474,241

Total current liabilities 31,734,096

Long-term liabilities:

Long-term debt, net of current portion and loan fees	846,525
--	---------

Total liabilities 32,580,621

Equity:

Common stock, par value \$.01, 1,000 shares authorized, 490 shares outstanding	1,005
Paid in capital	762,582
Retained earnings	(4,053,955)
Non-controlling interests	(2,355,850)

Total equity (5,646,218)

Total liabilities and equity \$ 26,934,403

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED STATEMENT OF INCOME
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

Revenues:	
Sales revenue	\$ 84,975,778
Cost of sales	24,646,282
Gross profit	60,329,496
Direct operating expenses:	
Salaries and wages	19,999,261
Rent	14,695,040
Payroll-related costs	8,147,496
Credit card service charges	1,951,138
Office expense and store supplies	2,274,864
Royalties	2,662,338
Other direct operating expenses	579,240
Telephone and utilities	647,979
Repairs and maintenance	1,168,958
Total direct operating expenses	52,126,314
General and administrative expenses:	
Depreciation	3,549,572
Management and consulting	271,791
Taxes and licenses	520,518
Interest expense	3,743,801
Legal and professional	1,011,706
Other general and administrative expenses	1,155,013
Minor equipment	52,258
Amortization	432,888
Travel and entertainment	213,636
Donations	37,665
Auto expense	109,575
Total general and administrative expenses	11,098,423
Total operating expenses	63,224,737
Loss from operations	\$ (2,895,241)

The accompanying notes are an integral part of these financial statements.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED STATEMENT OF INCOME - CONTINUED
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016 (CONTINUED)**

Loss from operations (from previous page)	\$ (2,895,241)
Other income (expense):	
Rental income	21,993
Other income	366,631
Loss on disposal of equipment	(24,049)
<hr/>	
Total other income	364,575
Net loss	(2,530,666)
Net loss - non-controlling interest	(1,005,686)
<hr/>	
Net loss attributable to Crews of California, Inc. and Related Entities	\$ (1,524,980)

The accompanying notes are an integral part of these financial statements.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

	Common stock	Additional paid-in capital	Retained earnings (deficit)	Non- controlling interests	Total
Balance, January 2, 2016	\$ 1,005	\$ 754,676	\$ (2,335,661)	\$ (1,350,164)	\$ (2,930,144)
Contributions	-	7,906	-	-	7,906
Dividends paid	-	-	(193,314)	-	(193,314)
Net loss	-	-	(1,524,980)	(1,005,686)	(2,530,666)
Balance, December 31, 2016	\$ 1,005	\$ 762,582	\$ (4,053,955)	\$ (2,355,850)	\$ (5,646,218)

The accompanying notes are an integral part of these financial statements.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

Cash Flows From Operating Activities	
Consolidated net loss	\$ (2,530,666)
Adjustments to reconcile consolidated net loss to net cash provided by operating activities:	
Depreciation	3,549,572
Amortization of other assets	432,888
Loss on sale of assets	24,049
Non-cash portion of interest expense	718,693
(Increase) decrease in operating assets:	
Certificate of deposit	50,509
Accounts receivable	(178,391)
Other receivables	(15,433)
Inventory	227,638
Prepaid expenses	(134,097)
Increase (decrease) in operating liabilities:	
Accounts payable	(1,087,499)
Accrued expenses	(115,532)
Security deposits	(45,369)
Net cash provided by operating activities	896,362
Cash Flows From Investing Activities	
Proceeds from sale of equipment	63,494
Purchase of property and equipment	(2,249,464)
Payment of start-up costs	(180,251)
Payment of acquisition costs	(1,027,289)
Payment of licensing fees	(30,000)
Net cash used in investing activities	(3,423,510)
Cash Flows From Financing Activities	
Proceeds from long-term borrowings	2,872,369
Payments on long-term borrowings	(27,329)
Proceeds from notes payable	507,107
Payments on notes payable	(722,826)
Distributions	(9,863)
Contributions	7,906
Net cash provided by financing activities	2,627,364
Net increase in cash	100,216
Cash, beginning of year	1,765,259
Cash, end of year	\$ 1,865,475
Supplemental cash flow disclosures:	
Fixed assets distributed to members	\$ 183,450
Cash paid during the year for:	
Interest	\$ 3,025,108

The accompanying notes are an integral part of these financial statements.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

1. DESCRIPTION OF BUSINESS

Crews of California, Inc. (“the Company”) was formed on March 29, 1993 as a Delaware Corporation and is qualified to do business in California. The Company’s business activity consists of operating five food and beverage concessions at the Los Angeles International Airport (“LAX”). During 2016, the Company had three food and beverage concessions stores and one food kiosk open for operations for the entire year, opened one temporary food kiosk, and closed two retail stores.

On February 8, 2008, the Company became a 72% owner of a newly formed joint venture, Airport Retail Management Joint Venture (“ARM”), which operates twelve bookstore/newsstand, clothing, dining, electronics and concessionary stores at the Hartsfield-Jackson Atlanta International Airport (“Atlanta Airport”). On March 15, 2013, the Company became a 54% owner in ARM after transferring 18% of its membership to a new member (Pinnacle Management Group, LLC) of ARM in accordance with the First Amendment to Joint Venture Agreement. On December 30, 2014, the Company purchased 28% of additional membership interests (Swift Services, Inc. and Corbin and Associates, Inc.) making the Company an 82% owner. During 2016, ARM closed one retail store.

On June 8, 2014, the Company became 51% owner of a newly formed Company, Crews IAD, LLC, which operates six newsstand/gift and specialty retail stores at Dulles International Airport (“IAD”). Crews IAD, LLC began operations in October of 2014.

On June 8, 2014, the Company became 52% owner of Crews LAX2, LLC, which begun operations in May of 2015 at LAX. Crews LAX2, LLC operates four food and beverage concessions in LAX Terminal 2.

On June 30, 2014, the Company became 51% owner of Crews LAX1, LLC, which begun operations as of January 7, 2016 at LAX. Crews LAX1, LLC operates one food and beverage concession in LAX Terminal 1.

On August 19, 2014, the Company became 51% owner of Crews DCA, LLC, which begun operations in May of 2015. Crews DCA, LLC operates two food and beverage stores and one retail store at Reagan National Airport (“DCA”). During 2016, Crews DCA, LLC opened one food and beverage concession in DCA.

On September, 2014, the Company became 52% owner of Crews DCA2, LLC, which begun operations in August of 2015. Crews DCA2, LLC operates a quick serve restaurant at DCA.

Crews Enterprises, Inc. is a management company that has common ownership with the Company. Although Crews Enterprises has a cash-basis method of accounting, the accrual-basis of accounting is being used for the purposes of consolidated reporting. In addition, Crews Enterprises has a calendar year ending on December 31st.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Consolidation

These consolidated financial statements include the accounts of Crews of California, Inc. and its subsidiaries above along with the combined accounts of Crews Enterprises, Inc. All significant intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The Company's fiscal year ends on the Saturday closest to December 31st. Every sixth year includes fifty-three weeks. These financial statements include the fifty-two weeks ended December 31, 2016.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Accounts Receivable

Accounts receivable consists of balances due on several promotional contracts and airline vouchers as of December 31, 2016. No transactions with customers are included as these are all cash or credit card transactions. The Company utilizes the direct write off method for bad debt, which is not materially different than the allowance method.

Inventory

Inventory consists of merchandise, food and beverage held at its distribution centers (warehouses), restaurants, or stores and is stated at the lower of cost or market. Cost is determined using the first-in, first out method. The cost of inventory is charged to expenses when inventory is used.

Property and Equipment

Property and equipment are stated at cost. Major renewals and improvements are capitalized, while maintenance, repairs and minor renewals are expensed as incurred. Depreciation is provided for on the straight-line method over the assets estimated useful lives, ranging from 3 to 28 years. When the assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any gain or loss is included in the results of operations.

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code effective December 28, 2003. Under those provisions, the Company will not pay federal corporate income taxes on its taxable income from that date but will pay California state income taxes at a 1.5% current rate. The stockholder is liable for individual federal and state income taxes on the Company's taxable income.

Additionally, the Company has done an assessment of any uncertain tax positions, as required under FASB accounting standards codification ASC 740, and has determined that it currently has no uncertain tax benefits to record as a liability at December 31, 2016. The Company believes they are no longer subject to examination on returns prior to 2013.

Advertising

Advertising costs are expensed as incurred and are included in other direct operating expenses. Total advertising expense for the fifty-two weeks ended December 31, 2016 amounted to \$381,969.

Intangible Assets

The Company capitalizes the cost of licenses, start-up costs, and contract acquisition costs and amortizes these assets over 5 to 10 years. In April 2015, the Financial Accounting Standards Board issued Accounting Standard Update No. 2015-03, "Interest - Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs" (ASU 2015-03). ASU 2015-03 is effective for annual financial statements with fiscal years beginning after December 15, 2015. The result is a reclassification of loan fees from intangible assets to an inclusion as a reduction to long-term debt on the consolidated balance sheet. Please refer to Note 4 for additional details on the adoption of ASU 2015-03.

Revenue Recognition

The Company recognizes revenue at the point of sale when the earnings process is complete and the exchange has taken place.

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016

4. LONG-TERM DEBT (Continued)

The payment of the principal loan amounts to WhiteHorse begins on March 31, 2017. The outstanding principal balance of the term loan will be paid back on a quarterly schedule based on the total outstanding principal balance of the Term Loan as of the last day of the fiscal quarter at the rate of 5% per annum with the remainder of the principal maturing on November 20, 2019. WhiteHorse can request that 75% of any excess cash flow be paid against the principal on a quarterly basis. Other prepayments of principal are subject to Borrower prepayment penalties as stipulated in the Credit Agreement.

The Borrowers are subject to comply with all covenants as stipulated in the Credit Agreement as amended. The financial covenants are based on minimum EBITDA requirements on a trailing four quarter basis established at the end of each fiscal quarter. This is used to determine the Total Leverage Ratio and the Fixed Charge Coverage Ratio. As of the fifty-two weeks ended, December 31, 2016, the Borrowers are not in compliance with the financial covenants. On May 31, 2017, a limited forbearance agreement was signed that addressed the non-compliance with the debt covenants. Please refer to Note 10 for additional details on the limited forbearance agreement.

The Company also has a mortgage payable secured by property with Bank of the West. The mortgage was originated on August 13, 2010 for \$441,000, payable in 180 monthly installments of \$3,860, including interest at an annual rate of 6.48%.

On December 23, 2016, the Company entered an agreement to pay \$647,369 in 80 monthly installments of \$8,092 to Westfield Concession Management, LLC as payment for construction chargeback fees associated with the construction of one food and beverage concession in LAX Terminal 1.

Maturities of long-term debt are as follows:

<u>Fiscal years ending:</u>	<u>Amount</u>
December 30, 2017	\$ 27,817,057
December 29, 2018	130,214
December 28, 2019	132,176
January 2, 2021	134,265
January 1, 2022	136,496
Thereafter	<u>313,374</u>
Total remaining principal	28,663,582
Less deferred financing costs	<u>(2,342,816)</u>
	<u>\$ 26,320,766</u>

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016

4. LONG-TERM DEBT (Continued)

Adoption of ASU 2015-03 is required by GAAP for all financial statements with years beginning after December 15, 2015. It indicates that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Additionally, amortization of debt issuance costs also shall be reported as interest expense. The adoption of this standard has the following impact on the financial statements for the 52 weeks ended December 31, 2016:

	Historical accounting method	Effect of adoption of ASU 2015-03	As adjusted
Total other assets	\$ 6,959,368	\$ (2,342,816)	\$ 4,616,552
Long-term debt	(1,496,291)	2,342,816	846,525
Amortization Expense	857,227	(424,339)	432,888
Interest Expense	3,319,462	424,339	3,743,801

The adoption of ASU 2015-03 did not have any impact on the Company's consolidated net income or cash flows provided by or used in operation for the 52 weeks ended December 31, 2016.

5. NOTE PAYABLE

In December 2015, WhiteHorse Finance, Inc. authorized the Company to seek additional funding through an amendment to the credit agreement. Pursuant of the First Amendment the Company entered into an agreement with American Express Bank, FSB, on December 14, 2016 in which the Company borrowed \$500,000. The terms of the note include a 6% initial loan fee and a repayment rate of 12% of AMEX credit card receipts from Crews of California, Inc. Payments are due monthly and the note has a maturity date of 365 days after the funds were received.

6. RELATED PARTY TRANSACTIONS

The Company paid fees to a corporation which is 100% owned by the Company's sole shareholder for accounting management service, administrative salaries, office space, office supplies and utilities. These fees totaled \$2,455,914 for the fifty-two weeks ended December 31, 2016.

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016

7. LEASE AGREEMENTS

The Company rents its restaurant spaces at the Los Angeles International Airport (LAX) from Areas USA LAX LLC and Westfield Concessions Management LLC whose prime leases are with the City of Los Angeles (LAWA). The term of the lease for three restaurants subleased from Areas are through June 30, 2021. The term of the leases for the restaurants subleased from Westfield Concession Management expires on January 3, 2024 for one of the restaurants and February 18, 2025 for four of the restaurants.

Rent payments include a minimum monthly rent portion. Excess rent payments are due when revenue exceeds agreed upon revenue benchmarks. The agreed upon minimum monthly rent for the food and beverage stores located at LAX are \$78,416, \$92,352 and \$135,130 for Crews of California Inc., Crews LAX2, LLC and Crews LAX1, LLC, respectively. Total rent paid during the fifty-two weeks ended December 31, 2016 to the City of Los Angeles was \$8,044,129.

The Company rents its store space at Hartfield Jackson Atlanta International Airport in accordance with the terms of a Master Concessions Agreement 2007 ("2007 Agreement"). The term of the lease is September 30, 2018. The Company and Areas USA, Inc ("Areas") have a joint venture agreement to divide the operation of the stores in the 2007 Agreement so that Areas will operate stores that generate 51% of the proforma sales and the Company will operate stores that generate 49% of the proforma sales.

The minimum monthly rent for the store spaces at ATL is \$290,473. ARM pays a percentage of its monthly sales based on a pre-determined formula as detailed in the 2007 Agreement, or its minimum monthly rent, whichever is greater. Total rents paid during the fifty-two weeks ended December 31, 2016 to the Areas ARM Atlanta Joint Venture and forwarded to the City of Atlanta was \$3,903,239.

The Company entered a leasing agreement with Marketplace Washington, LLC with a commencement date of November 14, 2014 for store spaces located at the Washington Dulles International Airport and Reagan National Airport. The Minimum Annual Guaranteed rent for these stores is \$1,448,000 and \$994,596 for Washington Dulles International Airport and Reagan National Airport, respectively. These arrangements expire at various times until June 30, 2022. Rents paid under these agreements totaled \$2,451,105 for the fifty-two weeks ended December 31, 2016.

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016

7. LEASE AGREEMENTS (Continued)

In addition the Company pays rent under various leasing arrangements for office and warehouse space. These arrangements expire at various times until September 18, 2018. Rents paid under these agreements totaled \$296,569.

Future minimum rental payments under the above non-cancelable agreements subsequent to December 31, 2016 are as follows:

<u>Fiscal years ending</u>	<u>Amount</u>
December 30, 2017	\$ 9,883,058
December 29, 2018	8,662,675
December 28, 2019	6,287,565
January 2, 2021	6,287,565
January 1, 2022	5,638,230
Thereafter	<u>9,186,643</u>
	<u>\$ 45,945,736</u>

8. ROYALTIES

Royalty fees are expensed as incurred and are included in other direct operating expenses. The Company has several licensing agreements with unrelated companies whereby the Company agreed to pay a royalty fee equal to 0.67% to 6% of gross revenues on sales of certain products. Total royalty fees for the fifty-two weeks ended December 31, 2016 amounted to \$2,662,338.

9. CONTINGENCIES

The Company and Areas, along with the other concessionaires at the Hartsfield Jackson Atlanta International Airport, are disputing the legality of the county's right to assess possessory interest taxes on leases and leasehold improvements on land owned by the City of Atlanta. The Georgia Legislature passed Bill 399 in March 2014. The bill prevents Clayton County from collecting possessory taxes from businesses that have leases at Atlanta Hartsfield-Jackson International Airport.

In September 2015, the county entered into a settlement agreement with ARM for the years spanning 2009 through 2014. As part of the settlement, ARM made total tax payments of \$862,890 to the Clayton County Tax Commissioner and Clayton County released ARM from any property tax obligations for the years 2009 through 2014.

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016

9. CONTINGENCIES (Continued)

Clayton County has refused to follow the tax bill clarification and has requested that the courts rule on the constitutionality of their actions. Because of the ultimate outcome of negotiations and a possible long drawn-out legal battle in the courts, the Company continued to accrue a potential liability for property taxes payable to Clayton County. On December 31, 2015, in conjunction with the passage of an Atlanta city ordinance making it illegal for vendors to collect county fees, the Company ceased collecting these fees. As of December 31, 2016, the Company has accrued a potential liability of \$68,843 for property tax bills from Clayton County in the financial statements.

10. SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 31, 2017, which is the date the financial statements were issued.

At December 31, 2016, the Company was in violation of certain financial covenants. On May 31, 2017, the Company and related entities entered into a limited forbearance agreement with Whitehorse Finance Warehouse, LLC. The forbearance period ends 120 days after the effective date of May 31, 2017. However, if the Company has entered into a definite purchase agreement, then the foregoing 120-day period shall automatically be extended by 60 days. Upon the termination of the forbearance period, Whitehorse Finance Warehouse, LLC will be permitted to exercise all rights and remedies under the credit agreement, other loan documents, and forbearance events of default.

CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATING BALANCE SHEET (UNAUDITED)
DECEMBER 31, 2016

ASSETS	Crews of California, Inc.	Airport Retail Management Joint Venture	Crews Enterprises, Inc.	Crews IAD, LLC	Crews LAX1, LLC	Crews LAX2, LLC	Crews DCA, LLC	Crews DCA2, LLC	Intercompany Eliminations	Consolidated
Current assets:										
Cash	\$ 278,943	\$ 540,291	\$ 1,944	\$ 61,531	\$ 349,332	\$ 449,650	\$ 103,049	\$ 80,735	\$ -	\$ 1,865,475
Accounts receivable	151,989	127,050	-	2,279	1,654	84,900	15,429	3,529	-	386,830
Inventory	163,749	867,943	-	252,580	62,657	61,450	57,866	26,738	-	1,492,983
Prepaid expenses	247,924	171,880	-	35,637	91,572	93,241	29,167	25,173	-	694,594
Due from related party	21,877,326	758,454	859,439	272,605	217,830	10,083	10,711	63,807	(24,070,255)	-
Other receivable	-	25	-	-	-	-	-	15,537	-	15,562
Total current assets	22,719,931	2,465,643	861,383	624,632	723,045	699,324	216,222	215,519	(24,070,255)	4,455,444
Non-current assets:										
Building	628,782	-	-	-	-	-	-	-	-	628,782
Leasehold improvements	5,446,158	5,685,715	-	2,034,970	3,813,740	5,630,606	850,105	591,972	-	24,053,266
Furniture, fixtures and equipment	1,177,435	1,305,752	-	266,545	359,294	1,095,567	238,288	184,737	-	4,627,618
Computer equipment and software	310,003	663,713	201,909	152,227	56,551	65,963	43,331	18,575	-	1,512,272
Vehicles	62,476	-	132,701	-	-	-	-	-	-	195,177
Less accumulated depreciation	(3,371,007)	(6,849,417)	(257,346)	(677,004)	(542,438)	(1,107,289)	(182,146)	(168,061)	-	(13,154,708)
Total non-current assets	4,253,847	805,763	77,264	1,776,738	3,687,147	5,684,847	949,578	627,223	-	17,862,407
Other assets:										
Start-up costs, net of accumulated amortization of \$938,814	552,607	63,087	-	344,536	412,005	708,205	198,184	90,182	-	2,368,806
Contract acquisition costs, net of accumulated amortization \$278,507	11,667	52,579	-	-	-	-	-	-	-	64,246
Acquisition costs	335,664	401,133	-	14,959	14,959	14,959	270,983	14,959	-	1,067,616
Licenses, net of accumulated amortization of \$72,505	45,934	-	-	-	30,000	41,438	-	20,122	-	137,494
Deposits	166,224	35,000	-	383,750	-	275,001	-	118,415	-	978,390
Total other assets	1,112,096	551,799	-	743,245	456,964	1,039,603	469,167	243,678	-	4,616,552
Total assets	\$ 28,085,874	\$ 3,823,205	\$ 938,647	\$ 3,144,615	\$ 4,867,156	\$ 7,423,774	\$ 1,634,967	\$ 1,086,420	\$(24,070,255)	\$ 26,934,403

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATING BALANCE SHEET (UNAUDITED)
DECEMBER 31, 2016**

LIABILITIES AND EQUITY	Crews of California, Inc.	Airport Retail Management Joint Venture	Crews Enterprises, Inc.	Crews IAD, LLC	Crews LAX1, LLC	Crews LAX2, LLC	Crews DCA, LLC	Crews DCA2, LLC	Intercompany Eliminations	Consolidated
Current liabilities:										
Accounts payable	1,285,734	870,507	22,489	335,512	484,698	451,360	90,419	106,083	-	3,646,802
Accrued expenses	196,755	184,248	-	10,072	1,853	77,880	2,013	1,108	-	473,929
Sales and property tax payable	160,012	176,095	-	20,027	76,141	86,435	24,512	23,167	-	566,389
Due to related party	265,315	32,147	176,039	5,526,038	4,924,074	10,693,256	1,170,847	1,282,537	(24,070,253)	-
Accrued payroll and related liabilities	538,837	195,049	-	50,522	122,725	104,133	26,493	27,869	-	1,065,628
Note Payable	507,107	-	-	-	-	-	-	-	-	507,107
Current maturities of long-term debt	27,455,347	(194,023)	-	(209,031)	(611,390)	(694,225)	(171,459)	(100,978)	-	25,474,241
Total current liabilities	30,409,107	1,264,023	198,528	5,733,140	4,998,101	10,718,839	1,142,825	1,339,786	(24,070,253)	31,734,096
Other liabilities:										
Excess (deficiency) of Non-controlling Interest	1,317,989	-	-	-	-	-	-	-	(1,317,989)	-
Long-term liabilities:										
Long-term debt, net of current portion and loan fees	275,011	-	-	-	571,514	-	-	-	-	846,525
Total liabilities	32,002,107	1,264,023	198,528	5,733,140	5,569,615	10,718,839	1,142,825	1,339,786	(25,388,242)	32,580,621
Equity										
Common stock, par value \$.01, 1,000 shares authorized, 490 shares outstanding	5	-	1,000	-	-	-	-	-	-	1,005
Paid-in capital	762,582	-	-	-	-	-	-	-	-	762,582
Retained earnings, beginning	(3,226,834)	520,420	1,005,429	(1,593,366)	-	(1,745,989)	28,657	(202,573)	2,878,595	(2,335,661)
Distributions	-	-	(193,314)	-	-	-	-	-	-	(193,314)
Net income (loss)	(1,451,986)	2,038,762	(72,996)	(995,159)	(702,459)	(1,549,076)	463,485	(50,793)	795,242	(1,524,980)
Retained earnings, ending	(4,678,820)	2,559,182	739,119	(2,588,525)	(702,459)	(3,295,065)	492,142	(253,366)	3,673,837	(4,053,955)
Non-controlling interests	-	-	-	-	-	-	-	-	(2,355,850)	(2,355,850)
Equity, end of year	(3,916,233)	2,559,182	740,119	(2,588,525)	(702,459)	(3,295,065)	492,142	(253,366)	1,317,987	(5,646,218)
Total liabilities and equity	\$ 28,085,874	\$ 3,823,205	\$ 938,647	\$ 3,144,615	\$ 4,867,156	\$ 7,423,774	\$ 1,634,967	\$ 1,086,420	\$(24,070,255)	\$ 26,934,403

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATING STATEMENT OF INCOME (UNAUDITED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

	Crews of California, Inc.	Airport Retail Management Joint Venture	Crews Enterprises, Inc.	Crews IAD, LLC	Crews LAX1, LLC	Crews LAX2, LLC	Crews DCA, LLC	Crews DCA2 LLC	Intercompany Eliminations	Consolidated
Revenues:										
Sales revenue	\$ 25,437,004	\$ 25,942,038	\$ 2,421,364	\$ 4,652,528	\$ 11,597,392	\$ 9,758,961	\$ 3,795,400	\$ 3,792,455	\$ (2,421,364)	\$ 84,975,778
Cost of sales	6,226,809	9,139,584	-	1,856,051	2,556,001	2,367,295	1,364,476	1,136,066	-	24,646,282
Gross profit	19,210,195	16,802,454	2,421,364	2,796,477	9,041,391	7,391,666	2,430,924	2,656,389	(2,421,364)	60,329,496
Direct operating expenses:										
Salaries and wages	6,151,919	4,792,592	1,655,798	954,390	2,736,971	2,323,487	609,627	774,477	-	19,999,261
Rent	4,270,788	3,969,068	37,309	1,236,636	2,479,364	1,487,407	492,427	722,041	-	14,695,040
Payroll-related costs	3,085,918	1,525,961	463,439	188,747	1,372,131	1,261,734	131,948	117,618	-	8,147,496
Credit card service charges	600,949	611,139	-	100,997	271,804	157,683	93,749	114,817	-	1,951,138
Office expense and store supplies	808,699	403,187	15,359	17,255	316,352	433,648	44,765	235,599	-	2,274,864
Royalties	1,160,499	454,958	-	1,404	405,909	475,127	-	164,441	-	2,662,338
Other direct operating expenses	73,172	250,937	8,278	38,090	75,226	69,005	39,105	25,427	-	579,240
Telephone and utilities	173,540	218,757	26,113	24,266	75,765	98,666	11,086	19,786	-	647,979
Repairs and maintenance	381,756	224,804	15,877	6,393	131,534	274,217	41,844	92,533	-	1,168,958
Total direct operating expenses	16,707,240	12,451,403	2,222,173	2,568,178	7,865,056	6,580,974	1,464,551	2,266,739	-	52,126,314
General and administrative expenses:										
Depreciation	823,157	763,768	50,776	387,802	542,438	748,772	117,278	115,581	-	3,549,572
Management and consulting	860,738	797,714	89,583	139,343	311,260	286,677	103,889	103,951	(2,421,364)	271,791
Taxes and licenses	272,739	107,798	5,019	49,415	17,280	44,704	13,721	9,842	-	520,518
Interest expense	1,004,731	552,163	-	403,847	636,282	874,618	145,829	126,331	-	3,743,801
Legal and professional	533,730	150,059	61,665	78,930	97,936	54,642	24,524	10,220	-	1,011,706
Other general and administrative expenses	340,090	115,509	16,565	103,009	191,072	297,677	42,544	48,547	-	1,155,013
Minor equipment	15,122	12,032	2,465	4,968	7,401	275	5,284	4,711	-	52,258

**CREWS OF CALIFORNIA, INC. AND RELATED ENTITIES
CONSOLIDATING STATEMENT OF INCOME (UNAUDITED)
FOR THE FIFTY-TWO WEEKS ENDED DECEMBER 31, 2016**

	Crews of California, Inc	Airport Retail Management Joint Venture	Crews Enterprises, Inc.	Crews IAD, LLC	Crews LAX1, LLC	Crews LAX2, LLC	Crews DCA, LLC	Crews DCA2 LLC	Intercompany Eliminations	Consolidated
Amortization	\$ 121,762	\$ 59,873	\$ -	\$ 51,325	\$ 58,164	\$ 91,910	\$ 28,031	\$ 21,823	\$ -	\$ 432,888
Travel and entertainment	87,375	42,590	39,672	4,021	16,602	485	22,627	264	-	213,636
Donations	23,338	12,923	-	1,404	-	-	-	-	-	37,665
Auto expense	73,409	29,153	6,442	-	359	-	117	95	-	109,575
Total general and administrative expenses	4,156,191	2,643,582	272,187	1,224,064	1,878,794	2,399,760	503,844	441,365	(2,421,364)	11,098,423
Total operating expenses	20,863,431	15,094,985	2,494,360	3,792,242	9,743,850	8,980,734	1,968,395	2,708,104	(2,421,364)	63,224,737
Income (loss) from operations	(1,653,236)	1,707,469	(72,996)	(995,765)	(702,459)	(1,589,068)	462,529	(51,715)	-	(2,895,241)
Other income (expense):										
Rental income, net of rental expense	-	21,993	-	-	-	-	-	-	-	21,993
Other income	-	361,364	-	606	-	2,783	956	922	-	366,631
Gain (Loss) on disposal of equipment	(9,194)	(52,064)	-	-	-	37,209	-	-	-	(24,049)
Investee gain - limited liability companies	210,444	-	-	-	-	-	-	-	(210,444)	-
Total other income (expense)	201,250	331,293	-	606	-	39,992	956	922	(210,444)	364,575
Net income (loss)	(1,451,986)	2,038,762	(72,996)	(995,159)	(702,459)	(1,549,076)	463,485	(50,793)	(210,444)	(2,530,666)
Net loss - non-controlling interest									(1,005,686)	(1,005,686)
Net loss attributable to Crews of California, Inc. and Related Entities										\$ (1,524,980)

CreditBuilder™

CREWS OF CALIFORNIA, INC. - Full Company View

Saved by Paul HUSACK | 04-05-2018

Summary

Report as of: 04-05-2018

CREWS OF CALIFORNIA, INC.

Tradestyle(s): -

ACTIVE **HEADQUARTERS**

Address: 100 World Way, Los Angeles, CA, 90045, UNITED STATES
Phone: (702) 243-2264
D-U-N-S: 14-458-3205
Alerts:

PAYDEX® Score 61	Delinquency Predictor Percentile 75	Financial Stress Percentile 57	D&B Viability Rating 3 3 B G
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Company Profile ➤

D-U-N-S 14-458-3205	Mailing Address United States	Annual Sales US\$ 31,000,000
Legal Form Corporation (US)	Telephone (702) 243-2264	Employees 180* (175 here)
Date Incorporated March 29, 1993	Fax (310) 410-1098	Age (Year Started) 25 years (1993)
State of Incorporation Delaware	Named Principal Robert B Crews Jr, PRES	Line of Business Eating place
Ownership Not publicly traded		

Risk Assessment ➤

PAYDEX® Score

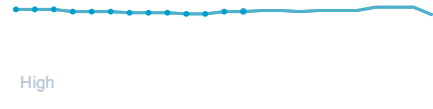


Days Beyond Terms: **22**

Past 12 Months

Low

High



Delinquency Predictor Percentile



Low Risk (100)

High Risk (1)

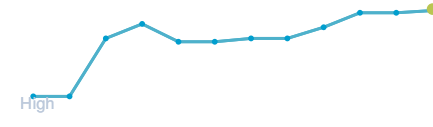
Company's risk level is: LOW-MODERATE

Probability of delinquency over the next 12 months: 3.21%

Past 12 Months

Low

High



Financial Stress Percentile



Low Risk (100)

High Risk (1)

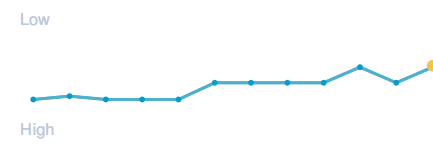
Company's risk level is: MODERATE

Probability of failure over the next 12 months: 0.2%

Past 12 Months

Low

High



Supplier Evaluation Risk Rating



Low Risk (1)

High Risk (9)

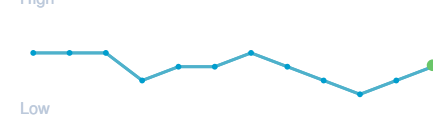
Company's risk level is: LOW

Low risk of supplier experiencing severe financial stress over the next 12 months

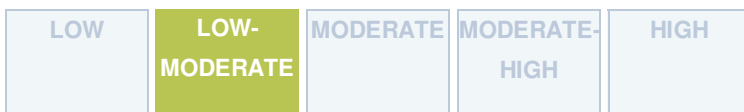
Past 12 Months

High

Low



Overall Business Risk



Maximum Credit Recommendation

US\$ 225,000

Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

D&B Rating

Current Rating as of 08-25-2005

Employee Size
1R :
10 employees and over

Risk Indicator
3 :
Moderate Risk

Previous Rating

Employee Size
1R :
10 employees and over

Risk Indicator
:

D&B Viability Rating

Portfolio Comparison Score



Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **3%**

Legal Events



Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCC	8	07-17-2017

Trade Payments



Highest Past Due

US\$ 10,000

Highest Now Owing
US\$ 15,000

Total Trade Experiences
28

Largest High Credit
US\$ 25,000

Average High Credit
US\$ 3,336

Ownership



This company is a **Headquarter**.

CREWS OF CALIFORNIA, INC.
UNITED STATES

D-U-N-S Number 14-458-3205

Total Members in Family Tree - 3

Subsidiaries

0

Branches

2

Peers



You have not yet added any peers.

Financial Overview

This company has not provided financial statements to D&B.

Inquiries



12 Month Summary

Total number of Inquiries

44

Unique Customers

15

Risk Assessment

PAYDEX® Score

Based on 24 months of data

61

Low Risk (100)

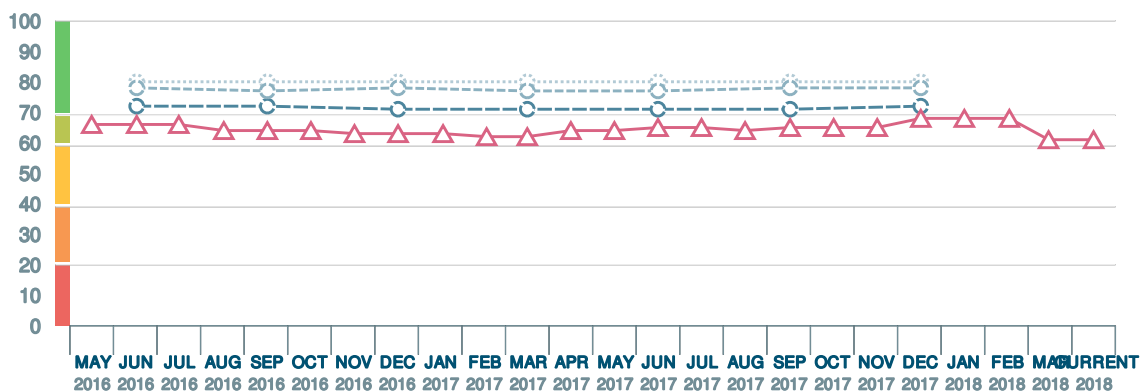
High Risk (1)

Based on a D&B PAYDEX® Score of 61

Risk of Slow Pay
Low-Moderate

Payment Behavior
22 Days Beyond Terms

Business and Industry Trends



PAYDEX® Score



Industry Median Risk



Industry Upper Risk



Industry Lower Risk

**Understand My Score****Payment History**

Total Last 24 Months: 28

[View All](#)

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/18	Pays Promptly	-	-	250	0	1
03/18	Pays Promptly	-	-	0	0	Between 4 and 5 Months
03/18	Pays Slow 25+	-	25,000	15,000	10,000	1
02/18	Pays Promptly	-	5,000	2,500	0	1
02/18	Pays Promptly	-	500	0	-	1

Keys**PAYDEX®****Payment Practices**

100	Anticipate
90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms
1-19	Over 120 Days Beyond Terms
UN	Unavailable

Delinquency Predictor Score

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of 75

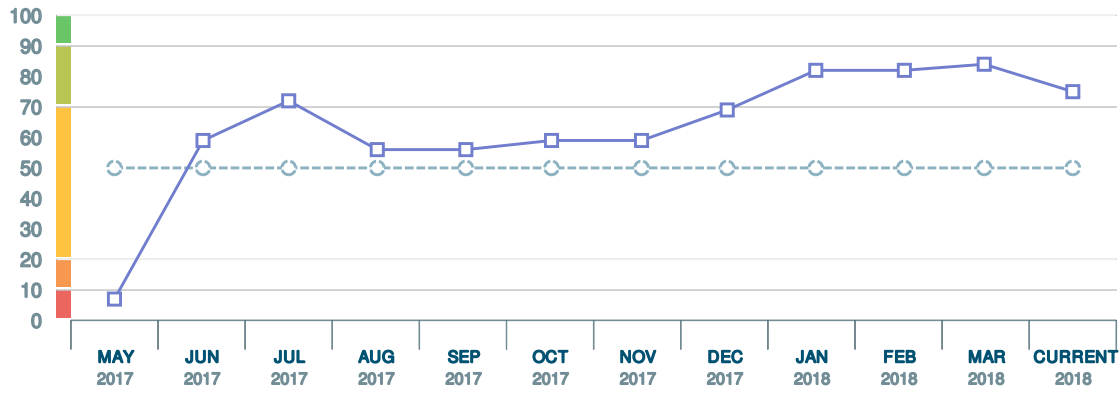
Score
537Class
2**Factors Affecting Your Score:**

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months

Level of risk

Low-ModerateProbability of Delinquency
3.21%Compared to Businesses in D&B Database
10.2%

Business and Industry Trends



Delinquency Predictor ...



Industry Median Risk



Financial Stress Score



Based on a D&B Financial Stress Percentile of 57

Score
1489 --

Class
3

Factors Affecting Your Score:

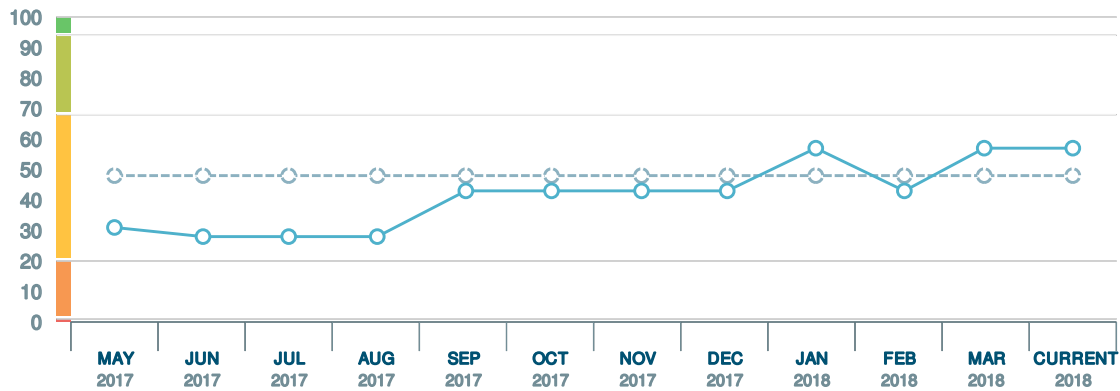
- Composite credit appraisal is rated fair
- UCC Filings reported
- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of past due balances to total amount owing

Level of risk
Moderate

Probability of Failure
0.2%

Average Probability of Failure for
Businesses in D&B Database
0.48%

Business and Industry Trends



Financial Stress Score



Industry Median Risk



Supplier Evaluation Risk Rating

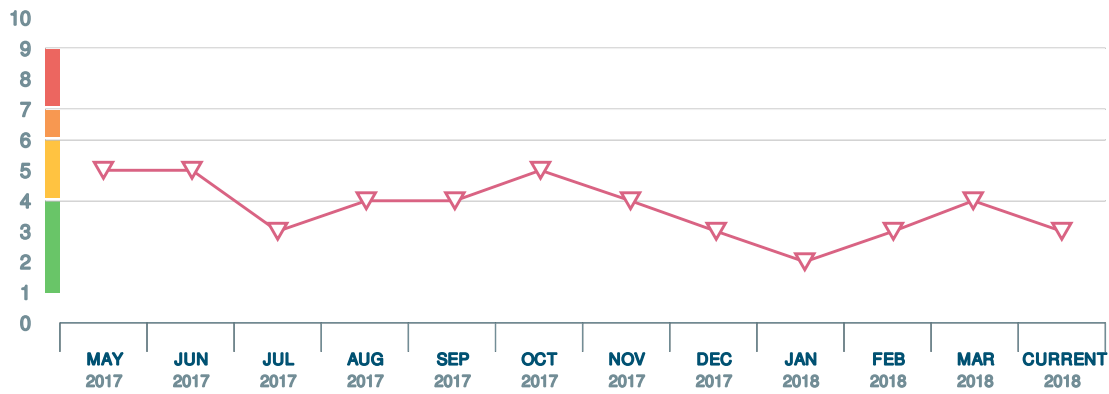
Based on 24 months of data



Factors Affecting Your Score:

- Proportion of slow payment experiences to total number of payment experiences reported
- Proportion of past due balances to total amount owing
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive

Business and Industry Trends

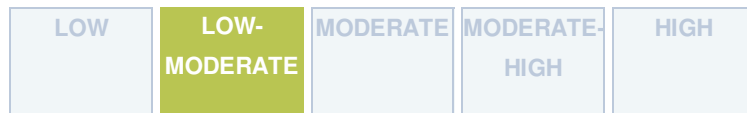


Supplier Evaluation Sc...



Maximum Credit Recommendation

Overall Business Risk



Maximum Credit Recommendation

US\$ 225,000

Dun & Bradstreet Thinks...

- Overall assessment of this company: **STABLE CONDITION**
- Based on the perceived sustainability of this company: **LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the payment behavior of this company: **LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

D&B Rating

Current Rating as of 08-25-2005

Previous Rating

Employee Size

Risk Indicator

Employee Size

Risk Indicator

1R :

3 :

1R :

:

10 employees and over

Moderate Risk

10 employees and over

D&B Viability Rating

Portfolio Comparison Score



Low Risk (1)

High Risk (9)

Level of risk

Low




Rating Confidence Level

Robust Predictions

Probability of becoming no longer

Percentage of businesses ranked with this

Average probability of becoming no longer

viable 3%	score 11%	viable 5%								
Viability Score  <p>Low Risk(1) High Risk (9)</p>		Level of risk Low								
Probability of becoming no longer viable 3%	Percentage of businesses ranked with this score 14%									
Average probability of becoming no longer viable 15%										
Data Depth Indicator  <p>Predictive (A) Descriptive (G)</p>		<ul style="list-style-type: none"> Rich Firmographics Extensive Commercial Trading Activity Basic Financial Attributes 								
Company Profile		Compared to ALL US Businesses within the D&B Database: <ul style="list-style-type: none"> Financial Data : Not Available Trade Payments : Available: 3+Trade Company Size : Large: Employees:50+ or Sales: \$500K+ Years in Business : Established: 5+ 								
	<table border="1"> <thead> <tr> <th>Financial Data</th> <th>Trade Payments</th> <th>Company Size</th> <th>Years in Business</th> </tr> </thead> <tbody> <tr> <td>Not Available</td> <td>Available</td> <td>Large</td> <td>Established</td> </tr> </tbody> </table>	Financial Data	Trade Payments	Company Size	Years in Business	Not Available	Available	Large	Established	
Financial Data	Trade Payments	Company Size	Years in Business							
Not Available	Available	Large	Established							

Trade Payments

Trade Payments Summary		
Overall Payment Behavior 22 Days Beyond Terms	% of Trade Within Terms 79%	Highest Past Due US\$ 10,000
Highest Now Owning: US\$ 15,000	Total Trade Experiences: 28 Largest High Credit: US\$ 25,000 Average High Credit: US\$ 3,336	Total Unfavorable Comments : 0 Largest High Credit: US\$ 0
		Total Placed in Collections: 0 Largest High Credit: US\$ 0

Trade Payments By Credit Extended		Dispute Payments
Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms
100,000 -	0	0

50,000 - 99,999	0	0
15,000 - 49,999	2	19
5,000 - 14,999	2	75
1,000 - 4,999	5	44
- 999	10	100

Trade Payments By Industry

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
20 - Food and Kindred Products	1	2,500	
2087 - Mfg extracts/syrup	1	2,500	0
23 - Apparel and other Finished Products made from Fabrics and Similar Materials	1	1,000	
2329 - Mfg men's clothing	1	1,000	100
27 - Printing, Publishing and Allied Industries	1	500	
2741 - Misc publishing	1	500	100
28 - Chemicals and Allied Products	1	250	
2841 - Mfg soap/detergents	1	250	100
38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	1	500	
3861 - Mfg photograph equip	1	500	100
48 - Communications	1	2,500	
4813 - Telephone communicatns	1	2,500	0
50 - Wholesale Trade - Durable Goods	1	2,500	
5021 - Whol furniture	1	2,500	50
51 - Wholesale Trade - Nondurable Goods	2	5,000	
5113 - Whol service paper	1	5,000	50
5141 - Whol general grocery	1	250	100
59 - Miscellaneous Retail	1	250	
5999 - Ret misc merchandise	1	250	100
60 - Depository Institutions	1	25,000	
6022 - State commercial bank	1	25,000	0
61 - Nondepository Credit Institutions	4	15,000	

6153 - Short-trm busn credit	2	15,000	57
6159 - Misc business credit	2	0	100
75 - Automotive Repair, Services and Parking	1	5,000	
7513 - Truck rental/leasing	1	5,000	100
93 - Public Finance Taxation and Monetary Policy	4	100	
9311 - Public finance	4	100	100

Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/18	Pays Promptly	-	-	250	0	1
03/18	Pays Promptly	-	-	0	0	Between 4 and 5 Months
03/18	Pays Slow 25+	-	25,000	15,000	10,000	1
02/18	Pays Promptly	-	5,000	2,500	0	1
02/18	Pays Promptly	-	500	0	-	1
02/18	Pays Promptly	-	250	0	0	Between 2 and 3 Months
02/18	Pays Promptly	-	250	50	0	1
02/18	Pays Prompt to Slow 15+	-	5,000	5,000	0	1
02/18	Pays Prompt to Slow 30+	-	15,000	10,000	2,500	1
02/18	Pays Prompt to Slow 60+	-	2,500	750	750	Between 2 and 3 Months
09/17	cash own option	-	-	-	-	1
08/17	-	Cash account	750	-	-	1
08/17	-	Cash account	100	-	-	1
08/17	-	Cash account	100	-	-	1
06/17	Pays Slow 30-60+	-	2,500	0	0	Between 6 and 12 Months
06/17	-	-	500	0	0	Between 6 and 12 Months
05/17	Pays Slow 60-90+	-	2,500	0	0	Between 6 and 12 Months

04/17	-	Cash account	100	-	-	1
12/16	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
08/16	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
08/16	Pays Promptly	-	500	0	0	Between 6 and 12 Months
08/16	Pays Promptly	N30	250	0	0	Between 6 and 12 Months
07/16	Pays Promptly	-	100	-	0	1
07/16	Pays Promptly	-	100	-	0	1
07/16	Pays Promptly	-	100	-	0	1
07/16	Pays Promptly	-	100	-	0	1
05/16	-	Cash account	500	500	-	-
05/16	-	Cash account	500	500	-	-

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments	Liens	Suits	UCC Filings
0	0	0	8
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 07-17-2017

Events

UCC Filing - Termination

[Dispute UCC Filing](#)

Filing Date	07-17-2017
Filing Number	2017 4710916
Received Date	09-06-2017
Original Filing Date	01-03-2017
Original Filing Number	2017 0051786
Secured Party	PEAK, LLC, AS REPRESENTATIVE, WARRENTON, VA
Debtors	CREWS OF CALIFORNIA, INC., GARDENA, CA

Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
----------------------	--

UCC Filing - Original

Filing Date	01-03-2017
--------------------	------------

Filing Number	2017 0051786
----------------------	--------------

Received Date	03-03-2017
----------------------	------------

Collateral	Leased Equipment and proceeds
-------------------	-------------------------------

Secured Party	PEAK, LLC, AS REPRESENTATIVE, WARRENTON, VA
----------------------	---

Debtors	CREWS OF CALIFORNIA, INC., GARDENA, CA
----------------	--

Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
----------------------	--

UCC Filing - Original

Filing Date	04-29-2016
--------------------	------------

Filing Number	2016 2568218
----------------------	--------------

Received Date	05-27-2016
----------------------	------------

Collateral	Accounts receivable including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Chattel paper including proceeds and products - Equipment including proceeds and products
-------------------	---

Secured Party	SYSCO LOS ANGELES, INC., WALNUT, CA
----------------------	-------------------------------------

Debtors	CREWS OF CALIFORNIA, INC.
----------------	---------------------------

Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
----------------------	--

UCC Filing - Original

Filing Date	12-18-2015
--------------------	------------

Filing Number	2015 6141195
----------------------	--------------

Received Date	02-05-2016
----------------------	------------

Collateral	All Assets
-------------------	------------

Secured Party	AMERICAN EXPRESS BANK, FSB, SALT LAKE CITY, UT
----------------------	--

Debtors	CREWS OF CALIFORNIA, INC.
----------------	---------------------------

Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
----------------------	--

UCC Filing - Original

Filing Date	11-20-2014
--------------------	------------

Filing Number	2014 4705299
----------------------	--------------

Received Date	01-05-2015
Collateral	All Assets
Secured Party	WHITEHORSE FINANCE WAREHOUSE, LLC, AS AGENT, NEW YORK, NY
Debtors	CREWS OF CALIFORNIA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	05-10-2012
Filing Number	2012 1820101
Received Date	05-31-2012
Original Filing Date	07-27-2007
Original Filing Number	2007 2836301
Secured Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtors	CREWS OF CALIFORNIA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	05-10-2012
Filing Number	2012 1818303
Received Date	07-07-2012
Original Filing Date	07-27-2007
Original Filing Number	2007 2836301
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtors	CREWS OF CALIFORNIA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	07-27-2007
Filing Number	2007 2836301
Received Date	08-29-2007
Collateral	Leased Equipment and proceeds
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtors	CREWS OF CALIFORNIA, INC.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

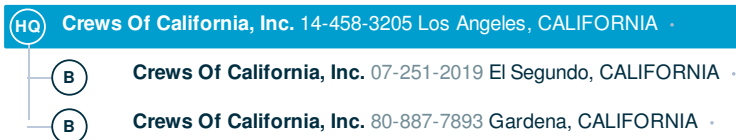
There have been no Special Events reported for your company. If you have had a change in ownership or with officers of the company, please call customer service at 800-333-0505.

Ownership

Family Tree

Members in the Tree	Subsidiaries of this Company	Branches of this Company
3	0	2

Exclude Branches



Company Profile

Company Overview

D-U-N-S

14-458-3205

Mailing Address

United States

Annual Sales

US\$ 31,000,000

Legal Form

Corporation (US)

Telephone

(702) 243-2264

Employees

180* (175 here)

Date Incorporated

March 29, 1993

Fax

(310) 410-1098

Age (Year Started)

25 years (1993)

State of Incorporation

Delaware

Named Principal

Robert B Crews Jr, PRES

Ownership

Not publicly traded

Line of Business

Eating place

Corporate and business registrations reported by the secretary of state or other official source as of: 04-21-2012
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	CREWS OF CALIFORNIA, INC.
Corporation Type	Corporation (US)
Business Commenced On	1993
State of Incorporation	DELAWARE
Date Incorporated	03-29-1993
Registration ID	2330613
Registration Status	STATUS NOT AVAILABLE
Filing Date	03-29-1993
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	THE CORPORATION TRUST COMPANY
Address	CORPORATION TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE, 198010000

Principals

Officers

ROBERT B CREWS JR, PRES
DEBORAH H CREWS, SEC
DAVID HUSACK, TREAS

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 01-24-2017

The Delaware Secretary of State's business registrations file showed that Crews of California, Inc. was registered as a Corporation on March 29, 1993, under the file registration number 2330613.

Business started 1993. 100% of capital stock is owned by Robert B Crews Jr.

ROBERT B CREWS JR. Antecedents not available.

DEBORAH H CREWS. Antecedents not available.

DAVID HUSACK. Antecedents not available.

Business address has changed from 8685 W Sahara Ave Ste 280, Las Vegas, NV, 89117 to 100 World Way, Los Angeles, CA, 90045.

Business Activities And Employees

The following information was reported on: 01-24-2017

Business Information

Description Operates restaurant (100%).
Terms are cash. Sells to general public. Territory : United States.

Employees 180 which includes officer(s). 175 employed here.

Financing Status Unsecured

SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
5812	Eating place	-
58120000	Eating places	-

NAICS Codes	NAICS Description
722511	Full-Service Restaurants

Government Activity

[Dispute Government Activity](#)

Activity Summary

Borrower(Dir/Guar) No

Administrative Debt No

Contractor No

Grantee No

Party excluded from federal program(s) No

Possible candidate for socio-economic program consideration

8(A) Firm Yes

Labor Surplus Area Yes (2018)

Small Business Yes

Financials

D&B currently has no financial information on file for this company

Inquiries

Inquiries-Summary - 12 Month

Total number of Inquiries**44****Unique Customers****15****Inquiries-Summary**

Over the past 12 months ending 4-2018, 44 individual requests for information on your company were received. The 44 inquiries were made by 15 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 23, or 52 % came from the Nonclassifiable Establishments; 8, or 18 % came from the Finance, Insurance and Real Estate; 5, or 11 % came from the Wholesale Trade; 5, or 11 % came from the Services; 2, or 4 % came from the Manufacturing;

SIC/Sector**Type****Date****SERV - Services**

- Legal services	D&B Risk Solution	2018-02-13
- Management services	D&B Risk Solution	2018-02-01
- Management services	D&B Risk Solution	2018-02-01
- Credit reporting services	D&B Risk Solution	2018-01-15
- Equipment rental and leasing, nec	D&B Risk Solution	2017-08-03

MANUF - Manufacturing

- Electronic computers	D&B Risk Solution	2017-05-22
- Electronic computers	D&B Risk Solution	2017-05-18

NCE - Nonclassifiable Establishments

- Nonclassifiable establishments	D&B Risk Solution	2018-02-05
- Nonclassifiable establishments	D&B Risk Solution	2018-02-01
- Nonclassifiable establishments	D&B Risk Solution	2018-02-01
- Nonclassifiable establishments	D&B Risk Solution	2018-01-31
- Nonclassifiable establishments	D&B Risk Solution	2018-01-31
- Nonclassifiable establishments	D&B Risk Solution	2018-01-30
- Nonclassifiable establishments	D&B Risk Solution	2018-01-30
- Nonclassifiable establishments	D&B Risk Solution	2018-01-28
- Nonclassifiable establishments	D&B Risk Solution	2018-01-26
- Nonclassifiable establishments	D&B Risk Solution	2018-01-21
- Nonclassifiable establishments	D&B Risk Solution	2018-01-20
- Nonclassifiable establishments	D&B Risk Solution	2018-01-03
- Nonclassifiable establishments	D&B Risk Solution	2017-12-11
- Nonclassifiable establishments	D&B Risk Solution	2017-12-10
- Nonclassifiable establishments	D&B Risk Solution	2017-12-08
- Nonclassifiable establishments	D&B Risk Solution	2017-11-27
- Nonclassifiable establishments	D&B Risk Solution	2017-11-20
- Nonclassifiable establishments	D&B Risk Solution	2017-10-22
- Nonclassifiable establishments	D&B Risk Solution	2017-10-16
- Nonclassifiable establishments	D&B Risk Solution	2017-10-05
- Nonclassifiable establishments	D&B Risk Solution	2017-09-06
- Nonclassifiable establishments	D&B Risk Solution	2017-08-31
- Nonclassifiable establishments	D&B Risk Solution	2017-05-27

RETLTRD - Retail Trade

- Computer and software stores	D&B Risk Solution	2018-02-21
--------------------------------	-------------------	------------

FIR - Finance, Insurance and Real Estate

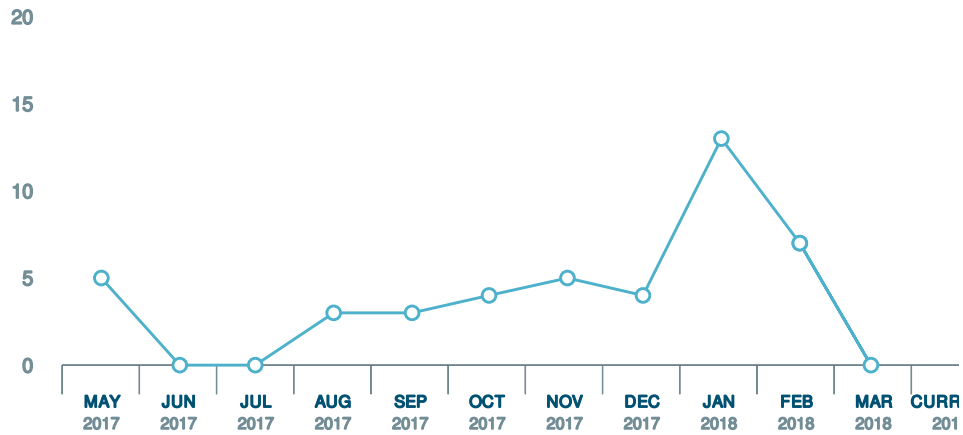
- Personal credit institutions	General Data Request	2018-01-24
- Fire, marine, and casualty insurance	D&B Risk Solution	2018-01-02
- Fire, marine, and casualty insurance	D&B Risk Solution	2017-12-14
- Nonresidential building operators	General Data Request	2017-11-30

- Fire, marine, and casualty insurance	D&B Risk Solution	2017-11-27
- Surety insurance	General Data Request	2017-11-07
- Nonresidential building operators	General Data Request	2017-09-26
- Surety insurance	D&B Risk Solution	2017-05-02

WHLSLTRD - Wholesale Trade

- Industrial and personal service paper	D&B Risk Solution	2018-01-12
- Industrial and personal service paper	D&B Risk Solution	2017-10-05
- Industrial and personal service paper	D&B Risk Solution	2017-09-21
- Office equipment	D&B Risk Solution	2017-08-23
- Industrial and personal service paper	D&B Risk Solution	2017-05-18

Inquiries Trends - 12 Month



Inquiries Trends



Business Credit In...



Business Informat...



Top-Five-Inquiries

By SIC Sector

Nonclassifiable Establishments	23
Finance, Insurance and Real Estate	8
Wholesale Trade	5
Services	5
Manufacturing	2

By Report Type

D&B Risk Solution	40
General Data Request	4

All-Inquiries

Industry	Total Inquiries	Last 30 Days	Last 90 Days	Last 180 Days	Last 365 Days
Manufacturing	2	0	0	0	2
Wholesale Trade	5	0	1	1	5
Retail Trade	1	0	1	1	1
Finance, Insurance and Real Estate	8	0	1	6	8
Services	5	0	4	4	5
Nonclassifiable Establishments	23	0	11	19	23

Peers Inquiries

Please [add a peer](#) from peers page to start the comparison.

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VII. CONSTRUCTION SCHEDULE & PHASING PLAN

Our team has experience with the design and development of a AAA facilities and show an impeccable attention to detail with regards to understanding and navigating the necessary construction deadlines.

Our dedicated construction team will effectively and efficiently navigate through the LADBS and Public Health processes in partnership with the RAP. We have experience with strategically partnering with consultants, expeditors, reputable architects and general contractors to ensure we maintain a timely design and build out.

The Tavern at Rancho Park

ID	Task Mode	Task Name	Duration	Start	Finish																								
						November	December	January	February	March	April	May	June	July	August	September	October	November	December										
1	★	Awarded Project The Tavern at Rancho Park	1 day	Mon 11/5/18	Mon 11/5/18																								
2	★	Project Kick off meeting	1 day	Tue 11/6/18	Tue 11/6/18																								
3	★	Design team complete 30 % design and submits for approval	20 days	Tue 11/6/18	Mon 12/3/18																								
4	★	Install new food truck																											
5	★	Review of 30 % by city and comments returned	10 days	Tue 12/4/18	Mon 12/17/18																								
6	★	Design team complete 100 % design and submits for approval	30 days	Tue 12/18/18	Mon 1/28/19																								
7	★	Review of 100 % by city and comments returned	10 days	Tue 1/29/19	Mon 2/11/19																								
8	★	Submit complete for Permit Drawings and submit	3 days	Tue 2/12/19	Thu 2/14/19																								
9	★	Permit approved start Construction Phase 1	30 days	Fri 2/15/19	Thu 3/28/19																								
10	★	Construction Phase 1	131 days	Fri 3/29/19	Fri 9/27/19																								
11	★	Main Restaurant	120 days	Fri 3/29/19	Thu 9/12/19																								
12	★	Entrance	100 days	Fri 3/29/19	Thu 8/15/19																								
13	★	Bathroom	103 days	Fri 3/29/19	Tue 8/20/19																								
14	★	Sunrise Patio	40 days	Fri 6/7/19	Thu 8/1/19																								
15	★	Sunset Patio	40 days	Fri 6/7/19	Thu 8/1/19																								
16	★	Garnden Terrace	35 days	Fri 6/21/19	Thu 8/8/19																								
17	★	Final Clean and Train	10 days	Fri 9/13/19	Thu 9/26/19																								
18	★	Open the Tavern	1 day	Fri 9/27/19	Fri 9/27/19																								
19	★	City Rancho Improvements																											
20	★	Abatement of asbestos	30 days	Tue 2/12/19	Mon 3/25/19																								
21	★	Add lights to parking lot and front putting greens	12 days	Fri 6/7/19	Mon 6/24/19																								
22	★	Relocate Pico & Patricia Moniker sign	7 days	Fri 6/7/19	Mon 6/17/19																								
23	★	Ubdate planters and landscaping surrounding the building	14 days	Fri 6/7/19	Wed 6/26/19																								
24	★	Construction Phase 2																											
25	★	Fareways Half way Café'	12 days	Mon 9/30/19	Tue 10/15/19																								
26	★	Construction Phase 3																											
27	★	The Rancho room	55 days	Mon 9/30/19	Fri 12/13/19																								

Project: 2-2-2018
Date: Fri 2/2/18

Task	Project Summary	Manual Task	Start-only	Deadline	Progress
Split	Inactive Task	Duration-only	Finish-only		
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

PARKING LOT

PUTTING GREEN NO.1

PUTTING GREEN NO.2

ENTRY

LOADING DOCK

RANGE BALL DISPENSER

STARTER

PLANTER

PLANTER

GARDEN TERRACE

CLINTON ROCK

PLANTER

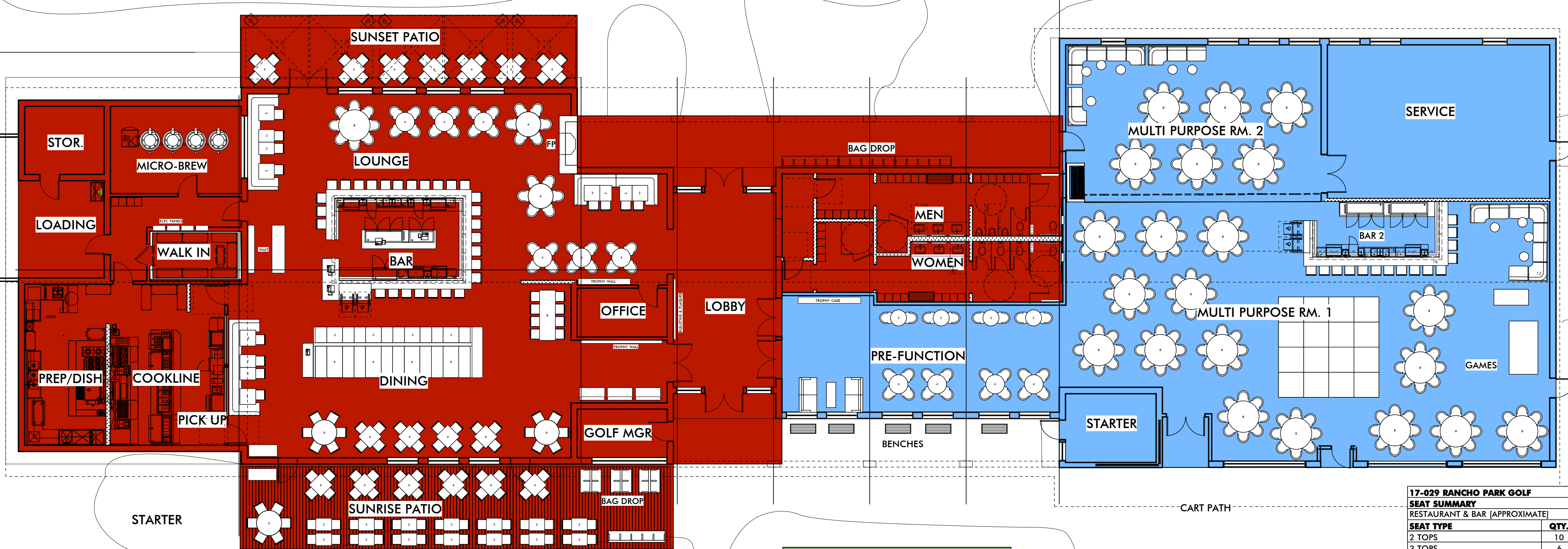
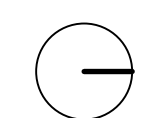
CART PATH

AIRSTREAM FOOD CART

PLANTER

CART PATH

- PHASE 1A FAIRWAYS GRAB & GOLF STAND
- PHASE 1B CONSTRUCTION (THE TAVERN, FOYER & FOYER RESTROOMS)
- PHASE 3 CONSTRUCTION (RANCHO ROOM EVENT SPACE)



17-029 RANCHO PARK GOLF		
RESTAURANT & BAR [APPROXIMATE]		
SEAT TYPE	QTY.	SEATS
2 TOPS	10	20
3 TOPS	6	18
4 TOPS	10	40
6 TOPS	8	48
8 TOPS	2	16
BAR SEATING	30	30
TOTAL		172
SUNRISE [EAST] PATIO & GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	14	28
4 TOPS	6	24
6 TOPS	1	6
TOTAL		58
SUNSET [WEST] PATIO [APPROX.]		
SEAT TYPE	QTY.	SEATS
4 TOPS	7	28
TOTAL		28
MULTI-PURPOSE ROOM [APPROX.]		
SEAT TYPE	QTY.	SEATS
PREFUNCTION	28	28
MULTI PURPOSE 1 [8 TOPS]	15	120
MULTI PURPOSE 2 [8 TOPS]	6	48
LOUNGE	18	18
BAR	18	18
TOTAL		232
GARDEN TERRACE [APPROX.]		
SEAT TYPE	QTY.	SEATS
2 TOPS	12	24
8 TOP COMMUNAL	2	16
TOTAL		40

CREWS OF CALIFORNIA

RALPH GENTILE • ARCHITECTS
 548 South Bronson Avenue, Los Angeles, CA 90020
 323.954.8291 www.rgastudio.com
 © 2018 Ralph Gentile Architects

RANCHO PARK GOLF COURSE

10460 W. PICO BLVD., LOS ANGELES, CA 90064

DEVELOPMENT PLAN FURNITURE PLAN

SCALE: NTS
2 February 2018

1.1 ADDITIONAL SERVICES AND/OR AMENITIES:

Our team has studied the activity at Rancho Park Golf Course for several months, and we recognize that Rancho Park is a historical and significant course in the history of golf in Los Angeles. Rancho Park is also a thriving community center for this beloved West LA neighborhood. Through our observations, we also realize that the restaurant is frequented by non-golfers often as much as the golfers playing Rancho Park. The following is a list of opportunities and challenges our team seeks to address:

- The current concessionaire is not maximizing sales due to operating hours that are limited and inconsistent with the Rancho Park Golf operations.
- The facility needs to be revamped and improved to offer a comfortable environment for this space and surrounding manicured lands to truly be appreciated.
- The Current Dining Room/ Banquet hall is not designed to attract events that generate revenue and promote the Rancho Park brand.
- Restaurant facilities closed for dinner service, leaving substantial revenue on the table.
- Lack of brand identity that complements the Rancho Park facility.
- No Beverage service offered while in play with the exception of the Halfway Cafe.
- Lack of Systems that maximize efficiencies and drive profitability.
- Lack of convenient Food and Beverage service at the driving range.



Through observing these opportunities, we look to improve service through the following action plan:

- Extend Operating hours to be consistent with the Golf Course operating hours. (see hours of operation)
- Extend dinner service to attract non-golf patrons and establish a “dining hub” for this community of residents and large populations workers commuting to and from the area.
- Implement mobile F&B service for golfers in play to place orders and have the mobile cart deliver the food on the course.
- Improve the offerings and method of preparation to yield the highest quality product.
- Full state-of-the-art renovation to the restaurant / bar / lounge space to maximize aesthetics, seat counts and revenue centers.
- Repurpose the Pro-Shop, Men and women locker room to a state-of-the-art event and meeting space (final proposed phase of construction).
- All new restroom with small locker storage features to give restaurant patrons and golfers a better restroom experience and place to store a small amount of items in order to change and refresh post play.
- Implement Fareways Grab & Golf Snack Stand near the starter and driving range. Fareways Halfway cafe at 9th hole and a Mobile Cart to offer convenient and classic golf course fare at an elevated level, which is perfect to Grab & Golf.
- Micro-brewing of craft beer in a limited footprint to offer a truly unique LA experience. Golfers now can stimulate their taste buds with rare brews while improving their game.
- Celebration of Rancho’s rich History and Culture through the design and messaging throughout the property.
- Effective use of technology to drive awareness, promote and manage the facility.
- Partnering with two of LA’s Rising stars in the culinary world in husband and wife dynamic duo Chef Christian Page and Chef Elia Aboumrad.
- Creative partnerships with community organizations and Rancho Park Golf Clubs.

1.1B SALES & MARKETING PLAN

COMMUNITY OUTREACH

WEBSITE

- One comprehensive website for The Tavern at Rancho Park will showcase all of the dining options and events in one place.
 - Tell the stories behind each brand.
 - Include all menus, regularly updated to reflect the latest offerings.
 - Highlight our partners - chefs, sourcing, etc
- Launch well in advance of opening to provide a preview and support pre-opening buzz prior to opening.
 - Video content will provide behind-the-scenes insights in a fun, lighthearted way.
 - Chef Christian Page developing menu
 - How to prepare the perfect cocktail

Partnership with Chef Christian Page and wife, Chef Elia Aboumrad to deliver iconic scratch cooking at this Los Angeles landmark.

CHRISTIAN PAGE

Chef Christian Page is known for his dedication to clean, locally sourced, thoughtfully prepared foods and his passion for inventive, yet classic Americana cooking.

In 2014 Christian partnered with Jingbo Lou to revive classic brand Cassell’s Hamburgers into an all-day-parts Americana diner with a full bar and coffee program and has developed the Food and Beverage program for the historic Hotel Normandie in the Koreatown neighborhood of Los Angeles. The rebirth of the Cassell’s brand required that everything be made by hand with care. His core philosophy is “simple things done well.” The project has won acclaim including Best Burger in LA from LA Magazine and LA Weekly. It has been listed an Eater Essential 38 restaurant in Los Angeles, as well as a Top 10 Hotel Restaurant in Los Angeles.

Known for classic American comfort food, Christian makes sourcing the best ingredients his highest priority. He has also added a craft cocktail, beer and wine program. Christian was also the Chef at Amy Pressman and Nancy Silverton’s Short Order and Short Cake, critically acclaimed Americana restaurant and bakery. While working with Bill Chait’s Sprout Group he also helped open constantly busy, perennially successful and critically acclaimed restaurants, Petty Cash and Bestia.

In addition to his MBA from USC Marshall School of Business, Christian earned his Grand Diplome du Cuisine from the French Culinary Institute and a certificate in Restaurant Management from Cornell University. He has diligently explored modern American cuisine with a keen eye for shaping its future for the better. To that end, he has built relationships with slow food communities and artisan producers across the country. He has competed in and appeared the sixth annual Cochon 555 competition, Knife Fight, Farmer’s Market Flip and Food Paradise. Christian continues to create food and build a collective of like-minded professionals committed to redefining Americans’ understanding of what makes food truly “good.”



CHEF ELIA ABOUMRAD

Hailing from Mexico City, Elia Aboumrad was classically trained in Paris at the famed L'Ecole and worked for four years under the tutelage of Joel Robuchon in Paris and Las Vegas. Currently, Elia is in charge of the pastry program for Cassell's Hamburgers and has a popup series, Avec Moi, at the Hotel Normandie.

At L'Ecole, Elia Aboumrad was inspired by a faculty of MOF and World Champion chefs who instilled in her a profound respect for ingredients, technique and discipline. After earning the 'Grand Diplome', Elia went on to work under Joel Robuchon in Paris.

After years of relentless training and service, she became his first female Sous Chef. She moved to Las Vegas to open Joel Robuchon restaurants at the MGM Grand Hotel, Atelier Joel Robuchon and the Mansion.

After her notable success, she was recruited as Executive Chef of The Café at The Hotel at Mandalay Bay. The Hotel garnered their fourth AAA Diamond under her realm.

In 2009, she was awarded the internationally recognized 'Universal Excellency Award' for her achievements in culinary arts. Chef Elia was also a finalist on the second season of the Emmy Award winning series, "Top Chef". Currently, Elia runs the culinary program at the Hotel Normandie and the Pastry department of Cassell's Hamburgers.

Previously, Aboumrad opened GORGE Restaurant and Charcuterie House in Los Angeles. GORGE and Aboumrad recieved many accolades from publications including Los Angeles Magazine, Angeleno Magazine, and LA Times.

Together, this Husband and Wife duo are eager to revitalize the dining landscape of the Pico boulevard corridor.

LOCAL PARTNERSHIPS WITH CHARITABLE ORGANIZATIONS AND CLUBS:

- Engage with Rancho Park Women and Mens Golf Clubs
- Partnership with LA Kitchen and The Right Way Foundation to offer employment opportunities, carrying LA Kitchen line of healthy snacks, and hosting charitable events to benefit the great efforts of these non profit organizations.
- Partner with Los Angeles Travel & Tourism Board and Discover LA to establish and feature The Tavern at Rancho Park as a Premier dining destination within the city of Los Angeles!
- Partner with #HashtagLunchBag to host and support their mission to end world hunger, one lunchbag at a time!



February 8, 2018

Franco Vega
Founder & CEO
The RightWay Foundation

Nick Buford
Crews of California, Inc. DBA The Tavern at Rancho Park, LLC ("Crews")
1924 E. Maple Ave Unit B
El Segundo CA 90245

Dear Nick,

I am writing this letter on behalf of The RightWay Foundation with sincere enthusiasm and support of your proposed Tavern at Rancho Park project in response to the City of Los Angeles Department Recreation and Parks (the "City") recently released Request for Proposal ("RFP") for an operator to develop, manage and operate a food & beverage facility at Rancho Park and the ancillary new restaurant facility throughout the Rancho Park Golf Course!

The RightWay Foundation pursues better outcomes for transition age foster youth. We provide mental health, employment, and housing services to move youth from a point of pain and disappointment to one of power, productivity and self-sufficiency. The RightWay's main program, Operation Emancipation, is a job training and life skills program where youth complete therapy and wellness activities while learning financial literacy, how to ace an interview, and how to develop a good resume. Using a Trauma-Informed approach, The RightWay Foundation ensures that youth not only find a job, but are able to stay on the job. Through extensive supportive services and weekly case management, as well as partnerships with employers like Crews, RightWay Youth are able to reach self-sufficiency and stay there.

One of the main placements our youth receive after completing Operation Emancipation is to work for Crews in the janitorial/maintenance, customer service, or food prep field. From firsthand experience, we are familiar with Crews' positive and professional treatment of employees and the strong impact they make on the community. Crews provides employment opportunities for transition age foster youth to have a job that can support them through school and potentially lead them to a career path. The Tavern at Rancho Park development will create more opportunities for foster youth to succeed in stable jobs and develop more routes to self-sufficiency.

Sincerely,

Franco Vega
Founder & CEO
The RightWay Foundation



February 5, 2018

Nick Buford
Crews of California, Inc. DBA The Tavern at Rancho Park, LLC (“Crews”)
1924 E. Maple Ave Unit B
El Segundo CA 90245

RE: Crews Partnership with L.A. Tourism Board for Marketing and Promotion of The Tavern at Rancho Park and all associated food & beverage facilities at Rancho Park

Dear Nick,

I am writing this letter on behalf of L.A. Tourism Board with sincere enthusiasm and support of your proposed Tavern at Rancho Park project in response to the City of Los Angeles Department Recreation and Parks (the “City”) recently released Request for Proposal (“RFP”) for an operator to develop, manage and operate a food & beverage facility at Rancho Park and the ancillary new restaurant facility throughout the Rancho Park Golf Course!

I have recently become familiar with the Crews team that is proposing to develop, manage and operate the food & beverage offerings at the Rancho Park City of Los Angeles Recreation and Parks municipal golf course. As President and CEO of the Los Angeles Tourism and Convention Board, I am excited by their vision of developing a multi-faceted food & beverage offering that truly activates this crown jewel that will be accessible to residents and the global tourists that visit our city yearly. Crews company culture and vision for Rancho Park truly embodies the spirit of our latest campaign #EverybodysWelcome!

The Crews team and their ideas on innovation to attract guests and create an exciting new golf experience while honoring the long-standing tradition of this historic City of Los Angeles golf course impress me. I look forward to partnering with Crews to assist in driving tourists and residents to the Tavern at Rancho Park.

I am confident that the Crews team’s experience in high volume, quick pace, high quality non-traditional dining and retail locations in major U.S. airports, will allow them to develop and maximize the operation this city asset in partnership with the Department of Recreation & Parks.

Sincerely,

Ernest Wooden Jr.
President and CEO

SOCIAL MEDIA PRESENCE & CAMPAIGN

- A strategic launch through our social media channels will amplify the reach of our video series, drive awareness, and build engagement with our core audiences.
- Active social media accounts on Instagram, Facebook and Twitter to promote menu, daily specials, events and promotions.
- Banner ads to be purchased on DiscoverLA, The City of LA Golf website and EaterLA.com

BREAKFAST & LUNCH VALUE MEALS FOR GOLFERS:

Golfers will already enjoy vast offerings through our daily menu. Our team will extend exclusive offers for Golfers presenting a receipt for golf and driving range purchases.

CURATED SOCIAL EVENTS:

- Brewery Themed events.
- Craft Beer Tasting and exhibitions by our Brewmaster.
- Summer Series: Summers in LA are legendary! Our team desires to utilize the lush green areas at night to host once or twice a month Family Movie Nights on the AstroTurf driving range. These events will bring the community together and offer a safe and eventful way for families to spend meaningful quality time in the summer night air. These events will be at dusk when the golf play has concluded and will not interrupt the course of business for the driving range.
- Curated Dinners: Ticketed Dinner events from Chef Christian Page and Chef Elia Aboumrad will feature seasonal cuisine and wine pairing in the Rancho Room special event space.
- Art shows: Using The Rancho Room space when available, we will work with local artist to promote the venue and a portion of proceeds generated will be donated to charitable partners.

EVENT SPACE MARKETING SITES: Use of EventUP.com, peerspace.com and event space marketing platforms will help drive sales and spread the word of our wonderful facilities.

MARKETING AGENCY: contracted with publicist and marketing agency Six Degrees to promote and develop a comprehensive marketing message and strategy. Six Degrees LA Marketing will manage our marketing outreach and create the brand experience within the facility.

Six Degrees LA a marketing + branding agency that specializes in restaurant, hotel & lifestyle brands both local and worldwide. Six Degrees is a strategic marketer who builds brands with conceptual thinking and exceptional design. Passionate about creating strategic solutions for our clients that are memorable and differentiated from the pack, they focus on integrating all aspects of brand identity in a concise manner that can be extended and built upon for future growth.

Six Degrees is now a certified Women in Business Enterprises (WBE) agency by the City of Los Angeles.

SIGNAGE AND POINT OF PURCHASE

Latest innovation in signage proposed for Street Corner Marquee signage.

- Partner with Discover LA to promote this incredible municipal golf course.
- Support the efforts of RAP to promote the availability to host tournaments and catering abilities.

1.2 FINANCIAL PROJECTIONS & PLANNING

(A) PRO-FORMA PROFIT & LOSS

(B) BREAK EVEN ANALYSIS

Projected Income/Expenses

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: The Tavern at Rancho Park, LLC

10 Year Forecast

SALES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Food	\$2,631,660	\$2,750,085	\$3,273,839	\$3,421,162	\$3,575,114	\$3,735,994	\$3,904,114	\$4,079,799	\$4,263,390	\$4,455,243
Bar										
Liquor	\$375,936	\$392,853	\$435,531	\$455,130	\$475,611	\$497,013	\$519,379	\$542,751	\$567,175	\$592,698
Wine	\$90,651	\$94,730	\$123,993	\$129,573	\$135,404	\$141,497	\$147,864	\$154,518	\$161,472	\$168,738
Beer	<u>\$495,311</u>	<u>\$517,600</u>	<u>\$590,892</u>	<u>\$617,482</u>	<u>\$645,269</u>	<u>\$674,306</u>	<u>\$704,650</u>	<u>\$736,359</u>	<u>\$769,495</u>	<u>\$804,122</u>
Total Bar	<u>\$961,898</u>	<u>\$1,005,183</u>	<u>\$1,150,416</u>	<u>\$1,202,185</u>	<u>\$1,256,283</u>	<u>\$1,312,816</u>	<u>\$1,371,893</u>	<u>\$1,433,628</u>	<u>\$1,498,141</u>	<u>\$1,565,558</u>
Room Rental										
TOTAL INCOME	\$3,593,558	\$3,755,268	\$4,424,255	\$4,623,347	\$4,831,397	\$5,048,810	\$5,276,007	\$5,513,427	\$5,761,531	\$6,020,800
COST OF GOODS										
Cost of Food	\$761,705	\$795,933	\$957,291	\$1,000,294	\$1,045,229	\$1,092,184	\$1,141,250	\$1,192,521	\$1,246,097	\$1,302,081
Cost of Bar										
Liquor	\$60,150	\$62,856	\$69,685	\$72,821	\$76,098	\$79,522	\$83,101	\$86,840	\$90,748	\$94,832
Wine	\$18,130	\$18,946	\$24,799	\$25,915	\$27,081	\$28,299	\$29,573	\$30,904	\$32,294	\$33,748
Beer	\$87,147	\$91,068	\$103,666	\$108,331	\$113,206	\$118,301	\$123,624	\$129,187	\$135,001	\$141,076
Total Cost of Bar	\$165,427	\$172,871	\$198,150	\$207,067	\$216,385	\$226,122	\$236,298	\$246,931	\$258,043	\$269,655
Room Rental Costs										
Total Cost of Goods	<u>\$927,132</u>	<u>\$968,804</u>	<u>\$1,155,441</u>	<u>\$1,207,361</u>	<u>\$1,261,614</u>	<u>\$1,318,307</u>	<u>\$1,377,548</u>	<u>\$1,439,452</u>	<u>\$1,504,140</u>	<u>\$1,571,736</u>
Gross Profit from Sales	<u>\$2,666,426</u>	<u>\$2,786,464</u>	<u>\$3,268,814</u>	<u>\$3,415,986</u>	<u>\$3,569,783</u>	<u>\$3,730,504</u>	<u>\$3,898,459</u>	<u>\$4,073,975</u>	<u>\$4,257,391</u>	<u>\$4,449,064</u>
OPERATING EXPENSES										
Wage Expense	\$939,033	\$990,863	\$1,073,060	\$1,132,643	\$1,195,682	\$1,262,382	\$1,315,382	\$1,407,647	\$1,486,689	\$1,570,343
Total Labor	<u>\$939,033</u>	<u>\$990,863</u>	<u>\$1,073,060</u>	<u>\$1,132,643</u>	<u>\$1,195,682</u>	<u>\$1,262,382</u>	<u>\$1,315,382</u>	<u>\$1,407,647</u>	<u>\$1,486,689</u>	<u>\$1,570,343</u>
FICA	\$103,294	\$108,995	\$118,037	\$124,591	\$131,525	\$138,862	\$144,692	\$154,841	\$163,536	\$172,738
CA EDD										
Worker's comp	\$55,352	\$57,013	\$60,280	\$62,089	\$63,951	\$65,870	\$67,846	\$69,881	\$71,978	\$74,137
Insurance and Benefits	<u>\$97,528</u>	<u>\$100,454</u>	<u>\$110,604</u>	<u>\$113,922</u>	<u>\$117,340</u>	<u>\$120,860</u>	<u>\$124,486</u>	<u>\$128,220</u>	<u>\$132,067</u>	<u>\$136,029</u>
Total Labor Expenses	<u>\$1,195,206</u>	<u>\$1,257,324</u>	<u>\$1,361,981</u>	<u>\$1,433,245</u>	<u>\$1,508,498</u>	<u>\$1,587,974</u>	<u>\$1,652,405</u>	<u>\$1,760,590</u>	<u>\$1,854,269</u>	<u>\$1,953,246</u>
Varriable Expenses										
Acctg/Legal	\$88,986	\$50,694	\$57,778	\$60,175	\$62,674	\$65,279	\$67,995	\$70,826	\$73,778	\$76,855
Cleaning & Paper Supplies	\$122,880	\$127,333	\$139,911	\$144,945	\$150,168	\$155,588	\$161,211	\$167,045	\$173,100	\$179,383
Credit Card Expense	\$107,857	\$112,710	\$132,781	\$138,755	\$144,998	\$151,522	\$158,340	\$165,464	\$172,909	\$180,689
Entertainment/Music	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental										
Floral, Expendables										
Laundry & Linens	\$10,000	\$10,300	\$11,670	\$12,020	\$12,381	\$12,752	\$13,135	\$13,529	\$13,934	\$14,353
Office Expense										
Telephone	\$3,180	\$3,275	\$3,374	\$3,475	\$3,579	\$3,686	\$3,797	\$3,911	\$4,028	\$4,149
Trash Removal										
Utilities	\$17,503	\$18,028	\$18,569	\$19,126	\$19,700	\$20,291	\$20,900	\$21,527	\$22,173	\$22,838
Marketing	\$100,000	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339
Other	\$150,510	\$11,768	\$44,000	\$29,968	\$30,867	\$31,793	\$32,747	\$33,729	\$34,741	\$35,783
Subtotal Variable	<u>\$600,916</u>	<u>\$384,108</u>	<u>\$459,583</u>	<u>\$461,510</u>	<u>\$479,004</u>	<u>\$497,187</u>	<u>\$516,087</u>	<u>\$535,734</u>	<u>\$556,157</u>	<u>\$577,389</u>
Fixed Expenses										
Insurance	\$6,750	\$6,953	\$9,813	\$10,108	\$10,411	\$10,723	\$11,045	\$11,376	\$11,718	\$12,069
Licenses & Permits	\$8,750	\$9,013	\$16,179	\$16,664	\$17,164	\$17,679	\$18,209	\$18,756	\$19,318	\$19,898
Repalcement Reserve										
Subtotal Fixed	<u>\$15,500</u>	<u>\$15,965</u>	<u>\$25,992</u>	<u>\$26,772</u>	<u>\$27,575</u>	<u>\$28,402</u>	<u>\$29,254</u>	<u>\$30,132</u>	<u>\$31,036</u>	<u>\$31,967</u>
Occupancy Expenses										
Food (% Rent)	\$84,900	\$61,265	\$88,022	\$76,215	\$79,645	\$83,229	\$86,974	\$90,888	\$94,978	\$99,252
Alcohol (% Rent)	\$30,714	\$21,941	\$28,929	\$24,399	\$25,496	\$26,644	\$27,843	\$29,096	\$30,405	\$31,773
Special Events										
Sub Total (% Rent)	\$115,613	\$83,206	\$116,951	\$100,614	\$105,141	\$109,872	\$114,817	\$119,983	\$125,383	\$131,025
MAG Payments	<u>\$100,000</u>	<u>\$142,110</u>	<u>\$148,505</u>	<u>\$176,787</u>	<u>\$184,743</u>	<u>\$193,056</u>	<u>\$201,744</u>	<u>\$210,822</u>	<u>\$220,309</u>	<u>\$230,223</u>
Total Occupancy Expense	<u>\$215,613</u>	<u>\$225,316</u>	<u>\$265,455</u>	<u>\$277,401</u>	<u>\$289,884</u>	<u>\$302,929</u>	<u>\$316,560</u>	<u>\$330,806</u>	<u>\$345,692</u>	<u>\$361,248</u>
Total Operating Exp.	<u>\$2,027,236</u>	<u>\$1,882,714</u>	<u>\$2,113,011</u>	<u>\$2,198,927</u>	<u>\$2,304,961</u>	<u>\$2,416,491</u>	<u>\$2,514,307</u>	<u>\$2,657,261</u>	<u>\$2,787,154</u>	<u>\$2,923,850</u>
NET INCOME	<u>\$639,190</u>	<u>\$903,750</u>	<u>\$1,155,803</u>	<u>\$1,217,059</u>	<u>\$1,264,822</u>	<u>\$1,314,012</u>	<u>\$1,384,152</u>	<u>\$1,416,713</u>	<u>\$1,470,238</u>	<u>\$1,525,214</u>
Debt and Tax Expense										
Debt Expense	\$222,480	\$754,578	\$1,117,082	\$1,048,586	\$980,090	\$911,594	\$311,000	\$0	\$0	\$0
Taxes										
Other										
NET PROFIT	<u>\$416,710</u>	<u>\$149,172</u>	<u>\$38,721</u>	<u>\$168,473</u>	<u>\$284,732</u>	<u>\$402,418</u>	<u>\$1,073,152</u>	<u>\$1,416,713</u>	<u>\$1,470,238</u>	<u>\$1,525,214</u>

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: The Tavern at Rancho Park, LLC

Detail Assumptions used for developing proposed Revenues and Expenses	
Revenue:	
Food and Beverage Sales	Based on seasonal traffic forecasts for driving range and golf course, anticipated weather patterns, local community traffic, and 1-2% annual inflation expectation.
Other	Proforma also takes into account the proposed construction phases during the first two (2) years of operations (i.e. main restaurant, exterior grab & go food truck, halfway café, event space).
Cost of Goods	Developed based upon expected cost of goods for each revenue center sales [Tavern - \$2.6M / Truck - \$580K / Halfway - \$216K / Mobile \$122K / Special Events - \$500K (year 3)], menu mix based on day part revenues, and Chef Christian Page's input on per menu item cost estimates. Our operations team has over 60 years of managing food and beverage cost of goods for numerous facilities and currently operating thirty three (33) locations nationwide.
Expenses:	
Concession Fee	
Food	Concession fee/ rent included is based on \$100K a year + 6% percentage rent.
Beverages	Concession fee/ rent included is based on \$100K a year + 6% percentage rent.
Other	Concession fee/ rent included is based on \$100K a year + 6% percentage rent.
Payroll Costs	
Wages	Operations wages based on staffing charts for each operation i.e. Tavern, Grab and Go, etc. including both managers and hourly labor costs. These wages expense average 25% of sales for the entire contract. The staffing models are based on operating experience in locations at LAX Airport and other similar brands in locations across the country (based on current prevailing union wage)
Payroll Taxes	Included in wage expense line based on our current payroll tax expense paid in all 33 locations and specifically 8 LAX based locations. Current tax rate is 11% of payroll labor.
Health Insurance & Benefits	Assumption is providing full benefits at Crews current non-union benefit cost for full time employees required for all locations. Includes medical, 401K, & other incentive plans
Workers' Compensation Insurance	Currently costs company work comp insurance rates are approx. 6.5% of payroll labor.
Variable Costs	
Accounting	Includes internal and external accounting fees for processing of sales reports, accounts payable, payroll, financial statements, etc. as well as audited financial statements.
Advertising, Marketing & Promotion	Include all marketing fees included in promoting the remodeled restaurant and other locations on the property to attract local business from the community.
Dues & Subscriptions	n/a included in other costs line item
Environmental Costs	n/a included in other costs line item
Equipment Replacement - Small	Currently no planned equipment rental. All equipment for facility will be purchased for property.
Equipment Replacement - Large	Currently no planned equipment rental. All equipment for facility will be purchased for property and large equipment for initial build out will be rented by the general contractor.
Legal	Included in "Professional Fees" below.
Office Expenses	Included in other expenses and accounting fees.
Payroll Processing Fees	Included in other expense cost/line
Professional Services	First year is approx. \$54,000 (1.5% of sales) in future years this reduced to approx. \$14,000 annually (0.4% of sales).
Repair & Maint. - FF&E	Included in other expense line, amount required to keep location opening day fresh
Repair & Maint. - Building	Included in other expense line, amount required to keep location opening day fresh
Supplies	Includes laundry and linen costs (i.e. towels, floor mats, aprons) for all restaurants on property.
Start up Expenses - Yr 1	Start up / training expenses are \$140,000 including labor, payroll tax, recruiting/relocation, background checks, workers compensation, health/dental, phones, travel, legal fees, and meals. These costs are included in the "Other" expense category in Year 1.
Telephone	Includes telephone and internet expense for property.
Travel & Entertainment	Only travel and entertainment is budgeted in Year 1 under Start Up expenses.
Utilities	Includes utilities i.e electricity, gas, water, sewer, trash disposal, recycling charges, and TV services. Utility expense averages 0.5% of gross sales per year.
Other	Includes chef development fee, repairs and maintenance fees to keep property in a clean/fresh/up to date condition, automobile repairs and insurance, minor equipment repair costs, banking fees, and other related pre-opening expenses incurred prior to year 1 pre-opening expenses begin (90 days prior to opening), that are not capitalized.
Fixed Costs	
Depreciation	Depreciation is based on ten years straight line for book income. Special events investment in year three is based on seven year depreciation schedule.
Insurance & Liability	Includes any general liability insurance costs based on current experience in LA market.
Service Contracts	included in other expense line - hood cleaning, linen services, chef development fee, pest prevention.
Licenses	Includes licenses and permit costs for getting the necessary property permits and local taxes paid for the location.
Other	
Debt Expense	Debt expenses includes interest and principal based on 8% annual interest rate. Also taxes which are minor due to LLC structure and income distribution to members.
Taxes	Included in debt expense line.
Other	

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: The Tavern at Rancho Park, LLC

Cash Flow - Years 1-10										
	1	2	3	4	5	6	7	8	9	10
Sources of Cash										
Capital Loan	\$ 2,781,000		\$ 1,500,000							
Private Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Profits	\$ 132,220	\$ 420,882	\$ 437,036	\$ 551,883	\$ 668,142	\$ 785,828	\$ 900,362	\$ 943,923	\$ 998,275	\$ 1,054,140
Plus:										
Depreciation	\$ 284,490	\$ 284,490	\$ 472,790	\$ 472,790	\$ 472,790	\$ 472,790	\$ 472,790	\$ 472,790	\$ 472,790	\$ 472,790
Change in Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Payroll Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources Of Cash	\$ 3,197,710	\$ 705,372	\$ 2,409,826	\$ 1,024,673	\$ 1,140,932	\$ 1,258,618	\$ 1,373,152	\$ 1,416,713	\$ 1,471,065	\$ 1,526,930
Uses of Cash										
Capital Investment	\$ 2,781,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Receivables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repayment of Loan Principal	\$ -	\$ 556,200	\$ 856,200	\$ 856,200	\$ 856,200	\$ 856,200	\$ 300,000	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Uses of Cash	\$ 2,781,000	\$ 556,200	\$ 2,356,200	\$ 856,200	\$ 856,200	\$ 856,200	\$ 300,000	\$ -	\$ -	\$ -
Net Change in Cash Flow	\$ 416,710	\$ 149,172	\$ 53,626	\$ 168,473	\$ 284,732	\$ 402,418	\$ 1,073,152	\$ 1,416,713	\$ 1,471,065	\$ 1,526,930
Break Even Cash Flow	\$ 416,710	\$ 565,882	\$ 619,508	\$ 787,981	\$ 1,072,713	\$ 1,475,132	\$ 2,548,284	\$ 3,964,997	\$ 5,436,062	\$ 6,962,992

Financial Assumptions
Department of Recreation and Park
Rancho Park Golf Course

Sales and operating projections are based on our extensive experience at providing world-class service to the guests and employees at nine (9) other similarly situated City of Los Angeles public entity contracted locations of Los Angeles International Airport (LAX) and thirteen (13) Hartsfield-Jackson Atlanta International Airport (ATL), six (6) Washington Dulles International Airport (IAD), and four (4) Reagan National Airport (DCA). Crews of California, Inc. and other Crews related entities/subsidiaries have operated concessions in LAX for approximately twenty four (24) years (i.e. since 1994), and Robert B. Crews, Jr. and the executives from Crews have operated concessions in multiple airports across the country for more than forty (40) years. The following forecast is based upon our collective knowledge of the construction and operating environment with Los Angeles City public entity contracts.

Construction and Store Openings

The attached proforma reflect on-time openings for the facilities and proposed phasing of the construction. The initial investment for the projects totals \$2,781,000, which covers the investment cost of the area included in the 'Concession Premises' per Exhibit Package 1 (page 1). The second phase of investment for the special events space, which is outside of the initial RFP proposed concession premises, is proposed to begin at the end of the 2nd contract year and open in the 3rd year of the contract amounts to a proposed additional investment of \$1,500,000. The Tavern at Rancho Park, LLC ("Proposer") proposes to negotiate for the City of Los Angeles and/or The Department of Recreation and Parks ("City") to expend the additional capital investment towards the overall improvement of the facility towards the guest safety/experience and base building code challenges (i.e. abatement of asbestos, functional lighting for front side putting greens and parking lots, design and relocation of front moniker sign at Patricia/Pico, updating of front planters and surrounding walkway concrete). We currently project the rough order of magnitude capital expense to be approximately \$805,800 (to be refined upon award and further due diligence). If City is unable to complete the Proposers recommended capital expenditures and improvements for the overall guest experience and safety, Proposer may expend the above listed and agreed upon capital expenditures to make these required improvements in return for the good faith negotiated rent credits from the City.

Sales Revenues

Sales Revenues are based on several factors, including: seasonal traffic forecasts for the driving range and golf course based on anticipated weather patterns, along with customer traffic available in the local community based on holidays and expected annual inflation of 1% - 2%.

Customer Traffic

For the calendar year ending in December 2016, a total of 98,000 rounds of golf were played, and in previous years at the number of golf rounds was as high as 101,982. Rounds played in the single year of 2011/2012 per the public record dated February 20, 2013 independent audit to the General Manager No. 13-047. The driving range has the capacity to handle an estimated 176,000 persons per year with a total of 45 hitting bays available for use and capacity of these bays ranging between an estimated 65% during the week and 95% on weekends. The local neighborhood includes several medium to high net worth/income communities (i.e. Cheviot Hills, Beverly Hills, Beverly Wood, Century City, etc.) that could be attracted to the restaurant for dinner along with Fox Studios and other related businesses near by to attract employees for lunch and early dinner business.

Enhanced Customer Capture Rates

In our experience new and exciting local concepts accompanied by the appropriate marketing budgets (i.e. 1% - 3% of gross sales towards marketing budget) have established a track-record, as of recently, in immediately capturing the attention of guests. The intrigue of new concepts opened by seasoned restaurateurs with known ‘celebrity chefs’, craft brew masters, mixologists, and remodeled spaces tend to generate excitement and causes guests to stop and try the new concept. It has been our partners experience in the past when opening a new location, that once the consumer has tried our new concepts’ innovation, quality products served, customer service accompanied by our promotion of our social media marketing of guest loyalty programs will create future returning customer (*see Business Plan section 1.1B – Sales and Marketing Plan*). We believe by providing the ultimate in guest care and operating these innovate concepts offered in this package, we will successfully attract more guests in to our locations and keep them coming back for more during future trips. We are projecting the following:

- Average check of \$24.33 (*for The Tavern*).
- Capture rate of 20% (*for The Tavern of all guests using the driving range based on 176,000, potential guests per year*).
- Capture rate of 50% (*for The Tavern of all guests using the golf course based on 98,000, potential guests per year*).
- Capture rate of 20% (*for The Tavern of all guests of the local neighborhood residents based on 126,000, potential guests per year*).
- Average check of \$6.00 (*for the Food Truck*).
- Capture rate of 50% (*for the Food Truck of all guests using the driving range based on 176,000, potential guests per year*).
- Capture rate of 10% (*for the Food Truck of all guests using the golf course based on 98,000, potential guests per year*).
- Average check of \$5.50 (*for The Half-Way Cafe*).
- Capture rate of 40% (*for The Half-Way Cafe of all guests using the golf course based on 98,000, potential guests per year*).
- Average check of \$5.00 (*for the mobile drink cart*).
- Capture rate of 25% (*for the mobile drink cart of all guests using the golf course based on 98,000, potential guests per year*).

Operating Costs

The operating costs are based upon our extensive experience at managing our current nine (9) other similarly situated City of Los Angeles public entity contracted locations of Los Angeles International Airport (LAX) and thirteen (13) Hartsfield-Jackson Atlanta International Airport (ATL), six (6) Washington Dulles International Airport (IAD), and four (4) Reagan National Airport (DCA). . Cost of goods sold are based upon historical data and information provided by our partners and the sixty (60) plus locations comprised of 20+ varying brands. Staffing chart projections have been developed by our management team in conjunction with Chef Christian Page, Elia Aboumrad and our partners’ experience based on projected wage rates and our knowledge of current wage rates within the Los Angeles area. All other expenses are based upon our experience of operating in the Los Angeles area, specifically the high volume Los Angeles International Airport. Please see the list below for details concerning all other operating costs:

1. Employee salaries and wages are based on staffing charts developed with information from operating experience of similar brand stores, franchisors, and store observations. Competitive wage rates are based on Los Angeles City and Los Angeles International Airport Living Wage Ordinance rates, union wage rates and surrounding labor market.

2. Employee Benefits equal 25% to 30% of the total store labor and are based upon operating experience of concession locations in Los Angeles International Airport and other similar brands in locations across the country. Employee benefits include medical insurance, 401k plan, workers compensation, payroll taxes, and employee incentive plans.
3. Accounting and legal fees include any professional services incurred outside the normal operations of the locations and all accounting fees incurred while processing all invoices and assembling financials.
4. Cleaning and paper supplies include all costs for paper supplies such as napkins, disposable utensils, cups, etc., cleaning supplies for the restaurant, and office/store supplies used during the normal course of business.
5. Credit card expenses include the costs for processing all credit card purchases through a third party company.
6. Laundry and Linens costs include the costs for cleaning all linens, including towels, floor mats, and aprons.
7. Utilities include electricity, telephone, trash disposal and dumpster, and recycling charges from experience in the Los Angeles market and expenses outlined in the Proposal. The utility expenses average 0.5% of Gross Sales per year. This is correct.
8. Marketing fees include fees incurred in promoting the remodeled restaurant and other entities on the property to attract local business from the community.
9. Other Variable expenses include any royalty/Chef Partner development fees due, repairs and maintenance fees due to keep the property looking clean, fresh, and up to date, automobile repairs and insurance, minor equipment costs, banking fees, and any pre-opening costs incurred prior to the opening of the locations, which include pre-opening labor, legal fees, and other expenses used to get the location open that are not capitalized.
10. Insurance costs include any liability insurance purchased for the location.
11. Licenses and Permits costs include all fees for getting the necessary permits and local taxes paid for the locations.
12. Rent calculations (Occupancy Costs) are based on financial offer and rent percentages stated in the Proposal.

**The Tavern at Rancho Park, LLC
Capture Rate Assumptions**

	<i>Driving Range</i>				<i>Golf Rounds</i>				<i>Neighborhood</i>			
Hours of Operation	6 AM - 9 PM				6 AM - 5 PM				7 AM - 10 PM			
Total Hours of Ops	15				11				15			
Total Bays/Rounds	45				98,000				126,035			
Weekend Occupancy	95%				100%				100%			
Weekday Occupancy	65%				100%				100%			
Hours per Occupant	1											
Weekend Visitors/Yr.	66,690				27,923				35,911			
Weekday Visitors/Yr.	110,126				70,077				90,124			
Total Annual Visitors	176,816				98,000				126,035			
	<i>Outside GnG</i>	<i>Tavern</i>	<i>Halfway</i>	<i>Cart</i>	<i>Outside GnG</i>	<i>Tavern</i>	<i>Halfway</i>	<i>Cart</i>	<i>Outside GnG</i>	<i>Tavern</i>	<i>Halfway</i>	<i>Cart</i>
Capture Rate	50%	20%	0%	0%	10%	50%	40%	25%	0%	20%	0%	0%
Potential Customers	88,408	35,363	0	0	9,800	49,000	39,200	24,500	0	25,207	0	0
Average Check	\$ 6.00	\$ 24.33	\$ 5.50	\$ 5.00	\$ 6.00	\$ 24.33	\$ 5.50	\$ 5.00	\$ 6.00	\$ 24.33	\$ 5.50	\$ 5.00
Projected Sales	\$ 530,449	\$ 860,506	\$ -	\$ -	\$ 58,800	\$ 1,192,333	\$ 215,600	\$ 122,500	\$ -	\$ 613,370	\$ -	\$ -
<i>Tavern Avg. Check</i>												
Breakfast	\$ 15.00	33%			\$ 15.00	33%			\$ 15.00	33%		
Lunch	\$ 18.00	33%			\$ 18.00	33%			\$ 18.00	33%		
Dinner	\$ 40.00	33%			\$ 40.00	33%			\$ 40.00	33%		

2.0

MANAGEMENT &
OPERATIONS PLAN



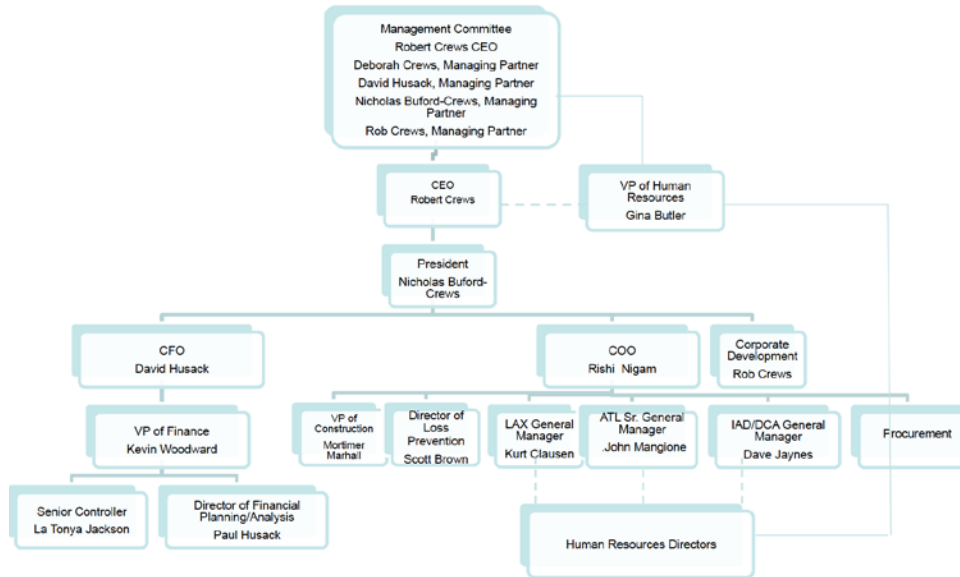


MANAGEMENT & OPERATIONS PLAN

2.1 ORGANIZATIONAL STRUCTURE



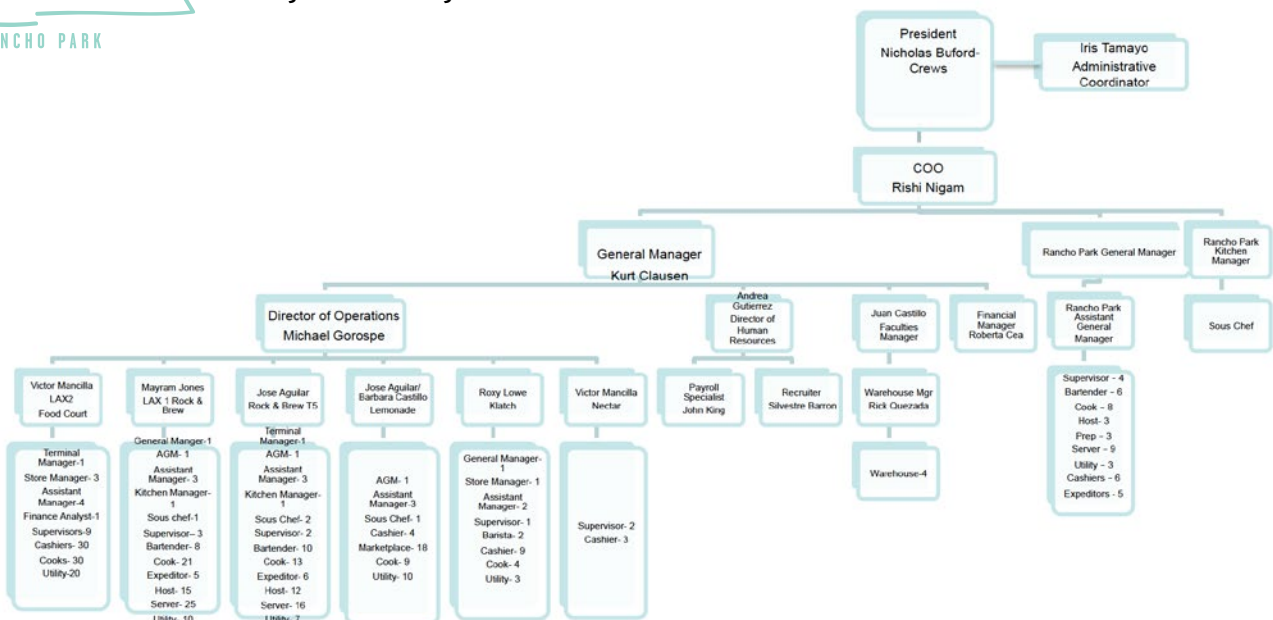
2.1.1 EXISTING CREWS EXECUTIVE Management & Organization Chart September 2017



(note existing Crews infrastructure will support and oversee the management and hiring of the TRP facility and team)



EXISTING AND PROPOSED LOS ANGELES Management & Organization Chart



2.1.2 CORPORATE LEVEL MANAGEMENT

The Tavern at Rancho Park management team is comprised of a local management team who have developed aggressive programs to recruit quality managers and associates in order to provide excellent customer service and guest experience.

Committed to hiring the right talent to create a team environment that will consistently exhibit cooperation, teamwork, productivity, self-management and flexibility to ever-changing demands.

Our exceptionally strong senior management team has diverse experience in the retail, restaurant and airport concessions industries. The Crews and TRP partners are able to leverage an unmatched legacy built over four decades of airport and street-side F&B and retail expertise.

Crews is a minority-owned operating company that independently operates all of its thirty-three (33) locations in four (4) of the busiest airports in the U.S. Crews currently has five (5) prime contracts as an Airport Certified Disadvantage Business Enterprise operator. Crews independently employs over 850 employees and oversees its operations with a full executive staff, on-site managers and team members, 13,000+ square foot Los Angeles based distribution center/office, accounting department, procurement department and loss prevention. Day-to-day our team focuses on exceeding the customers expectations, speed of service, product quality, efficient and clean operations, recruiting talented individuals, training and incentivizing current team members, on-site management execution of strategic plans and innovations in order to assure patrons have the best experience

2.2.1 RESUMES OF KEY STAFF MEMBERS

Crews and The Tavern at Rancho Park team has extensive experience operating food, beverage, and retail concessions at the world's largest airports, including Hartsfield-Jackson Atlanta and Los Angeles International Airports, as well as locally throughout Los Angeles.

It is our team's goal to be recognized as the premier retailer and food and beverage operator in America, with a reputation for providing the highest level of customer care while achieving superior sales. Our operations are vibrant and welcoming, providing the customers with a unique experience and unparalleled customer service.



THE TAVERN AT RANCHO PARK EXECUTIVE/CORPORATE TEAM

- **Robert Benjamin Crews, Jr., Chief Executive Officer** - Mr. Crews will manage and provide leadership to the all Executive level members of the Company
- **Nicholas Buford, President** - Mr. Buford will oversee and manage oversee all financing, strategic planning, business development and operations for the facility
- **Rishi Nigam, Chief Operating Officer** - Mr. Nigram will oversee all development and operations of this project
- **David M. Husack, Chief Financial Officer** - Mr. Husack will oversee all financial operations, budgeting, and accounting
- **Deborah H. Crews, Chief Designer** - Mrs. Crews will oversee all aspects of the facility interior and exterior design by assuring all hired professionals execute the The Tavern ownership team, RAP and City's vision
- **Greg Plummer, Small Business Enterprise Managing Partner**- Mr. Plummer provides operation oversight and SOP guidance to ensure proper staffing, training, and brand execution to exceed customer expectations
- **Mort Marshall, VP of Construction** - Mr. Marshall oversees all design, planning, and construction of the facility in conjunction with our Architects, General Contractors, Project Managers, and construction consultants to ensure on-time and within-budget construction
- **Gina Butler, VP of Human Resources** - Mrs. Butler provides overall HR business leadership support to Crews HR team; Director of HR, HR Specialist, and Talent Acquisition Manager
- **Kevin Woodward, VP of Finance** - Mr. Woodward provides strategic financial leadership and directs and manages the financial and accounting department of 10 staff accountants and coordinators
- **Rob Crews, VP of Development** - Mr. Crews oversees brand partnerships and supports all aspects of the overall development of this project.

In addition to the executive Crews team members outlined above whose resumes are provided, the Tavern at Rancho Park will additionally have the following key onsite team members running the day-to-day operations.

- **Tavern at Rancho Park General Manager:** Responsible for executing the day-to-day activities in support of the strategic operations initiatives. This will include, but is not limited to, ensuring a productive and professional operation of all of the Rancho Park food & beverage facilities, coordinate staffing, payroll, and controlling expenses in all areas of the operations.
- **Restaurant Manager(s):** The Tavern at Rancho Park will have its own dedicated restaurant manager that is responsible for the entire operation of the restaurant at all times. This will include, but is not limited to, interviewing and hiring staff and management, training and mentoring, forecasting sales, creating budgets, and being responsible for cost controls with the oversight and support of the Rancho Park executive team in addition to having additional support team members including, but not limited to, Assistant Managers and Supervisors.
- **Restaurant Assistant Manager/Supervisor:** Directly reporting to the Restaurant Manager, these team members are responsible for the entire operation of a single restaurant during their assigned shift. This will include, but is not limited to, interacting with the guests and seeing that all guests are served quality food with the highest levels of service, team member management, and tracking and managing labor and food costs.
- **Executive Sous Chef:** Responsible for the oversight for the entire operations of the kitchen and trained/overseen by Chef Christian Page and Chef Elia Aboumrad. This will include, but is not limited to, overseeing the kitchen staff, ensuring the kitchen area meets health and safety requirements, as mandated by law, and overseeing inventory.
- **Human Resources Manager:** Responsible for recruitment and retention of staff and overseeing the processes by which recruitment takes place. This will include, but is not limited to, handling disciplinary matters and employee dismissals, staying cognizant of and up-to-date with all matters of employment law, ensuring the wellbeing of the company's employees by remaining in compliance with health and safety regulations, and assessing employee performance.



Rishi Raj Nigam
Chief Operating Officer

CURRENT AND PAST RELEVANT EMPLOYMENT

2012 - 2018

International Speedway Corporation- Daytona Beach, FL
Americrown Service Corporation

Vice President

- Oversight of F&B, merchandise, golf cart, and show car business lines for ISC
- Tasked with complete management and processes overhaul of business unit
- Designed F&B and retail components of \$400MM Daytona Speedway Renovation
- Daytona International Speedway named 2016 SBJ Venue of the Year
- F&B consultant on One Daytona mixed use development project
- Key role in securing and developing branded concessions partners for all tracks
- Provide guidance and signed off on all F&B related corporate partners
- Created new line of business by securing activation for new marketing partner
- Grew revenue 10% on declining attendance to \$45+MM since 2012
- Double profit percentage to 20+% each year since 2012 (highest since 2008)
- Rights fees paid to tracks increased by 10% on cash basis
- Reduced headcount by 30% while growing revenue and profitability
- Negotiated new concessions contracts for concerts with Live Nation, AEG, and Phish
- Raised positive guest experience scores by 7-10% at all tracks
- Implemented various IT solutions throughout the company to create efficiencies
- Aligned all tracks by sharing core competencies to create one set of SOP's
- Partner with local and state authorities on alcohol, food, and fire regulations
- Designed and executed first internship program in company history
- Liaison with corporate BOD on business unit welfare
- Certified TEAM Master Trainer and ServSafe Proctor

2004 – 2012

Aramark Sports and Entertainment, Atlanta, GA

Director of Concessions

Atlanta Braves (Turner Field)

- \$17+MM revenue with \$5+MM EBITDA fiscal year 2011
- Coordination of up to 750 employees and volunteers on a daily basis
- Per capita increase of \$0.70 over prior year with lower attendance
- Scored 94 and 96 in most recent two QA audits
- Lowered food cost and labor cost by over 1% from prior year
- Responsible for pricing strategy for 2012 baseball season
- Created SOP handbook for all concessions locations including menu builds
- Worked with celebrity Chef Kevin Rathbun on new steak sandwich concept
- Assisted in design and implementation of new Brick Oven Pizzeria
- Develop competitive pricing negotiation tactics with vendors

- Implementation of best practices and quantitative metrics to improve operation
 - Raised fan satisfaction score 8% within first three months of leading division
-
- Spearheaded food truck concept; featured on Yahoo! Sports in August 2011
 - Average score for fifty food outlets was 95+ (Fulton County Department of Health)

Indiana Pacers (Bankers Life Fieldhouse)

- Managed 3 salaried managers, 200 hourly employees, and NPO program
- Direct responsibility of \$5+MM in F&B revenue for 250+ event days per year
- Oversight of consigned merchandise business for non-NBA events up to \$500k/event
- Implemented branded concepts: Quaker Steak and Lube, Hardee's, Donato's, Red Burrito
- Performed effective shutdown of component and liquidation of inventory within 72 hours
- Created portion cost analysis and adjusted pricing to eliminate inefficiencies
- Increased sales by advertising on napkin dispensers and upgrading all menu boards
- Assisted in development of Asian concessions concept
- Overhauled a lagging vending department and turned it into profitable revenue source

Indianapolis Indians (Victory Field)

- Oversaw staff of 2 salaried managers, 150 hourly employees, and NPO program
- Helped management team secure 10-year contract extension in 2006
- Assisted in \$1.2 MM concessions renovations in 2006-2007 offseason
- Lowered concessions spoilage and cash shortages to under 1%
- Raised non-profit participation by 50% and increased payouts by 238%
- Spearheaded safety initiatives that lowered OSHA claims and safety incidents by 25%
- Directed creative program that led to 75% increase in vending per cap
- Managed implementation of ServSafe and HACCP to increase quality and reduce threats
- Helped component achieve one of highest scores in district, corporate, & 3rd party audits

Education

2009-2011 Indiana University, Kelley School of Business

Master of Business Administration Double Major: Finance and Entrepreneurship

2001-2006 Purdue University

Bachelor of Science Hospitality and Tourism Management

Additional Experience

- University of Georgia Bulldogs-Support for football and basketball games
- Gwinnett Braves o Support for opening day
- Minnesota Timberwolves o Trained new management team during 2007-08 NBA season
- Minnesota Vikings o Supported management team during 2007-08 NFL season
- University of Minnesota Gophers o Support for various events
- Colorado Rockies o Management team leader for 2007 MLB Playoffs and World Series
- University of Iowa Hawkeyes Football o Supervisory support for multiple games
- Rib America Festival – Indianapolis o Concessions manager from 2007-09
- Verizon Wireless Music Center o Managed 100+ concerts at #1 Live Nation Amphitheatre



Robert Benjamin Crews, Jr.
Chief Executive Officer– Crews

PROFESSIONAL BACKGROUND

Robert Crews is one of the original airport concession pioneers. With over 42 years of experience, Mr. Crews was one of the first airport concessionaires to introduce the café component to newsstands and bookstores, with The Eight Gate in Ronald Reagan Washington National Airport in the 1980's, Benjamin Bookstore Cafes in Dallas/Fort Worth International Airport in 1994, and Hartsfield-Jackson Atlanta International Airport (HJAIA) in 1996. These concepts have stood the test of time and remain highly successful operations today, such as Café Intermezzo/Buckhead Books at HJAIA. His companies have provided retail services to the passengers of Los Angeles International Airport (LAX) since 1994, with annual sales at one-time reaching \$15 million and today in HJAIA generating over \$20 million sales annually since 2008. Currently, Crews has four (4) sit-down restaurant and fast casual locations in operation at LAX generating over \$32 million, with a four (4) location food court and one (1) grab and go Kiosk also currently in operation. Crews also currently operates six (6) retail locations in Washington Dulles International and four (4) food & beverage/retail locations in Ronald Reagan Washington National Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 – Present

Airport Retail Management – Atlanta, GA

President/CEO

- In 2008 Airport Retail Management, JV (ARM) formed as a partnership between Robert Crews, Deborah Crews, and David Husack.
- ARM and Areas USA formed a joint venture to respond to the concession RFP at Hartsfield- Jackson Atlanta International Airport. ARM was successful in being awarded fourteen (14) retail, café, and kiosk operations.
- As president, Mr. Crews led the rebranding and remodel of the fourteen (14) ARM stores from May 2008 to December 2009.
- ARM is highly regarded for their store design, quality offerings, and excellent customer service. ARM generated over \$24 Million in revenue in 2014.
- ARM has been awarded two “best specialty retail” concept awards for the innovative BlackBerry stores by Airport Revenue News.
- The Café Intermezzo/Buckhead Books location in Concourse B is regarded as a standard for design and customer amenities in the airport marketplace.

1994 - Present

Crews of California – Los Angeles, CA

PRESIDENT/CEO

- Owns and operates nine (9) Food & Beverage operations in LAX in the categories of Full Service, Fast Casual, and Quick Service Restaurants.
- Owns and operates one (1) full service gift/newsstands in Terminal 1 of LAX.
- Robert is responsible for all aspects of Crews of California's operations including, the management of operations, merchandising, and store development on a daily basis through a team of on-site managers.

1972 – 2000

The Benjamin Company – East Brunswick, NJ

Founder, President/CEO

- Founded Benjamin Books in 1972, growing the company to a nationally recognized airport bookstore brand.

- First minority owned company in the country to win and operate a prime concessions contract at two major airports (Ronald Reagan Washington National Airport and Washington Dulles International Airport) for all news, gifts and book retail outlets.
- Opened three (3) airport bookstore cafés in the United States at Dallas/Fort Worth International Airport in 1994.
- Opened Atlanta's first bookstore cafe, at the airport on Concourse B in 1996. This unique store was one of the highest revenue producing retail outlets at the airport and consistently received recognition for excellence in customer service.
- Over a twenty-five year period, developed America's first nationally recognized airport bookstore chain, Benjamin Books, with multiple stores in major airports across the country. These stores were known as full service bookstores that were of the highest design standards, with knowledgeable booksellers. In December of 2001 Crews finalized the sale of the Benjamin Company to WH Smith, keeping the existing newsstands contract at LAX.

CERTIFICATIONS

Served in the United States Army

Founding member of the Airport Minority Advisory Council (AMAC)

Member of the National Association of Guardsman

Member of the National Association for the Advancement of Colored People (NAACP)

Served as Board Member for the National Minority Junior Golf Association

Serves on Princeton University Board of Sociology



Nicholas D. Buford, Esq.
President– Crews

PROFESSIONAL BACKGROUND

Nicholas Buford has over twelve (12) years experience in the retail, food and beverage/hospitality airport concessions industry. Growing up in the airport concessions business, Mr. Buford has worked in various facets of the industry including, but not limited to, management of day-to-day operations, human resources, purchasing, and loss prevention. Nicholas & Associates is his ACDBE certified firm out of his home town of Los Angeles, California, which provides professional consulting for airport concessionaires on all aspects of the industry. Under the partnership “Crews”, Nicholas & Associates operates six (6) retail locations at Washington Dulles International Airport, four (4) food & beverage/retail locations at Ronald Reagan Washington National Airport and nine (9) sit-down restaurant and fast casual locations at Los Angeles International Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2015-Present

Airport Retail Management – Atlanta, GA

Chief Operations Officer

2007 – Present

Nicholas & Associates – Los Angeles, CA

President and CEO

- Owns and operates six (6) retail locations at Washington Dulles International Airport.
- Oversaw building, planning, hiring, and operations for nine (9) airport restaurants at Los Angeles International Airport , six (6) retail locations at Washington Dulles Airport and four (4) retail and food & beverage locations at Ronald Reagan Washington National Airport.
- Provide consulting services for airport concessionaires.
- Pursuing contracting opportunities & subconcessionaire opportunities at top U.S. airports.

2009 – 2011

Crews of California – Los Angeles, CA

General Manager of Operations

- Responsible for the achievement of sales plans and profit margin while constantly identifying new ways to generate and maximize sales to achieve goals.
- Utilize his dynamic leadership ability to motivate staff and exceed expectations of the customer and airport staff.
- Manage payroll and controllable profit within established guidelines.
- Ensure all company merchandise presentation standards are met.

2007 – 2009

Crews of California – Los Angeles, CA

Special Assistant to President and Chief Operating Officer (COO)

- Liaison between President, COO, General Manager and airport officials.

2007

Interscope Geffen A&M Records – Santa Monica, CA

Legal & Business Affairs Intern

- Drafted and reviewed new artist, side artist, production, licensing and marketing agreements.

EDUCATION

JD, William S. Boyd School of Law, University of Nevada Las Vegas

BA, Business Administration (Finance Concentration), Morehouse College (Atlanta, GA)

CERTIFICATIONS

Member, Airport Minority Advisory Council (AMAC)

Member, California Bar Association since 2009



David M. Husack
Chief Financial Officer - Crews

PROFESSIONAL BACKGROUND

Mr. Husack has over 40 years of experience in food, beverage, and retail in airport concessions.

He currently serves as Chief Financial Officer for Crews of California and its affiliates. Mr. Husack also serves as a key member of the operations team with all of these companies. As a partner of Airport Retail Management, Mr. Husack owns and operates fourteen (14) location at Hartsfield-Jackson Atlanta International Airport. Under the partnership "Crews", The Pinnacle Management Group also operates six (6) retail locations at Washington Dulles International Airport, three (3) food & beverage/retail locations at Ronald Reagan Washington National Airport and nine (9) sit-down and fast casual dining locations at Los Angeles International Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 - Present

Crews of California and Affiliates – Atlanta, GA

Managing Partner and Chief Financial Officer

- Assists in the operation of thirty two (32) Food & Beverage, News & Gift and Specialty Retail Locations located in Hartsfield-Jackson Atlanta International, Los Angeles International, Washington Dulles International and Ronald Reagan Washington National Airports.
- Has chief responsibility for income statements, capital spending, lease administration, accounting, and human resources.

1998 - Present

Crews of California – Los Angeles, CA

Chief Financial Officer

- Assists in the overall operation of nine (9) food and beverage locations and one (1) retail location in Los Angeles International Airport.
- Oversees all accounting, capital spending, income statements and new concept development.

1997 – 2012

Hartsfield Hospitality – Atlanta, GA

Managing Partner/Owner

- Assists in the operation of six (6) food and beverage operations in Hartsfield-Jackson Atlanta International Airport and George Bush Houston Intercontinental Airport.
- Had responsibility for oversight of company financial position including income statements, cash flow, operational controls and analysis.

1994 - 1996

Host Marriott – Atlanta Airport

Vice President of Operations

- Led a team of six (6) that successfully bid and won concession contracts in Hartsfield-Jackson Atlanta International Airport, valued in excess of \$70 million in annual sales.
- Prepared financial documents to receive bid approval, and developed the bid proposal document.
- Developed the concept and design for concession facilities.
- Subleased concessions to twelve (12) DBE partners.
- Coordinated development and construction processes under demanding timelines.
- Started up and operated the facilities, with P&L responsibility.

1992 - 1994

Host Marriott – Atlanta Airport

Regional Vice President

- Managed sixteen (16) airport concession operations with over \$65 million in sales and 1,500 employees.
- Held responsibility for P&L, capital spending, lease administration, minority business implementation, new concept development, accounting, product specifications and human resources.
- Implemented national brands with sales increases of up to 30%.
- Exceeded 1993 and 1994 sales profit goals by 10% and 14% respectively.
- Achieved high quality Assurance and customer satisfaction ratings.

1984 - 1992

Dobbs Houses – Atlanta, GA

Regional Vice President

- Managed five (5) to fifteen (15) food and beverage concessions with up to \$90 million in sales.
- Opened six (6) new operations in a three (3) year period.
- Raised the standard of expectation in terms of quality, cost controls and service, immediately increasing sales by as much as 10% and margins by 3%-5% in the region.
- Grew the region to fifteen (15) cities, successfully transitioning new acquisitions.
- Led a special performance team to enhance performance through innovative sales ideas.
- This team increased sales 12%-15% and profits 15%-20%.

EDUCATION

BS – Major: Industrial Management – Graduated Summa cum Laude,
Georgia Institute of Technology, Atlanta, GA (1974)

Marriott Executive Development Program, University of Maryland

CERTIFICATIONS

Serve Safe Food Handling Certification



Deborah Honore' Crews
Chief Designer – Crews

PROFESSIONAL BACKGROUND

An architect and entrepreneur, Mrs. Crews has held executive level position in the private and public sector, in addition to managing her own business. An integral part of the Crews operations since 1994, Mrs. Crews has been responsible for as many as fifty-two (52) retail locations and four (4) cafes in the U.S. She is currently responsible for thirteen (13) retail locations and one (1) café at the Hartsfield-Jackson Atlanta International Airport(HJIA). Mrs. Crews is a key member of the Crews development team, responsible for design and construction. Mrs. Crews' operational expertise was essential in the development and operation of Crews' newest locations in operation today; nine (9) food & beverage locations at LAX, (6) retail locations in Washington Dulles International Airport and four (4) food & beverage and retail locations at Ronald Reagan Washington National Airport.

CURRENT AND PAST RELEVANT EMPLOYMENT

2008 - Present

Airport Retail Management – Atlanta, GA

Managing Partner

- Oversees the operation of thirteen (13) newsstand/gift stores, specialty retail stores, 2 bookstores and a 2500 square foot full service café, Café Intermezzo at HJIA.

1996 - Present

Crews of California – Los Angeles, CA

Managing Partner

- Oversees the operation of nine (9) Food & Beverage operations at LAX.
- Oversees the operation of six (6) retail locations at Washington Dulles International Airport.
- Oversees the operation of four (4) food & beverage and retail locations at Ronald Reagan Washington National Airport.

1994 - 2000

The Benjamin Company – Los Angeles, CA

Director of Operations/Design and Construction Manager

- Responsible for the daily operation of retail outlets that employed approximately 800 people throughout the country.
- Design and Construction Consultant for multiple retail projects at Los Angeles International Airport, Dallas-Fort Worth International Airport, Hartsfield-Jackson Atlanta International Airport, and Denver International Airport.

1989 - Present

Honore' Electric Construction and Design

Principal

- Responsible for project solicitation and management of contractors, estimators and design professionals for projects throughout the greater Los Angeles area.

TRW, Inc.

- Early in Crews' design career, she was a decision-maker for TRW, leading design development and supervising design and construction of the corporation's Fairlakes Park facilities. As staff manager, Mrs. Crews was responsible for the design and construction of a multitude of facility modifications and expansion projects to increase office, laboratory, and computer facilities.

EDUCATION

BA in Architectural Science and MA in Architecture from Tuskegee University

CERTIFICATIONS

Member, Delta Sigma Theta Sorority

Member, Airport Minority Advisory Council (AMAC)

Member, National Association for the Advancement of Colored People (NAACP)

Founding Board Member, Delta Education Leadership Training Academy Foundation

Chair Tuskegee University Foundation Board



Robert Benjamin Crews, III
Vice President of Development – Crews

PROFESSIONAL BACKGROUND

Robert Benjamin Crews, III has worked in every aspect of the Food & Beverage/Hospitality industry for the past eighteen (18) years. After a career in restaurant management, he worked for Crews of California (Crews) at Los Angeles International Airport managing retail and warehouse operations. In 2008, he relocated to Atlanta to play a pivotal role in the startup of Airport Retail Management (ARM) at Hartsfield-Jackson Atlanta International Airport. As the Food and Beverage Manager, he assisted in the opening and operation of Café Intermezzo and Savannah's Candy Kitchen. In 2011, he took a role in start-up of the Development department for Crews and is now the Chief Development Officer. During his time as CDO, he has been successful in being awarded six (6) airport concessions contracts with Crews. Aside from his duties with Crews, he also owns his own Atlanta based ACDBE certified airport concession operation and consulting firm RC3 Enterprises, LLC (RC3). RC3 operates eight (8) retail and seven (7) food & beverage locations in three (3) airports across the country.

CURRENT AND PAST RELEVANT EMPLOYMENT

2011- Present

Airport Retail Management – Atlanta, GA

Chief Development Officer

- Responsible for brand and concept partnerships.
- Facilitates local and joint venture partnerships.
- Provides financial and statistical analysis of RFP opportunities.
- Spearheads RFP Preparation.
- Oversees corporate marketing.

2009 - Present

RC3 Enterprises – Atlanta, GA

President/CEO

- Owns and operates six (6) retail locations at Washington Dulles International Airport, nine (9) food & beverage locations at Los Angeles International Airport and four (4) retail and food & beverage locations at Ronald Reagan Washington National Airport.
- Provides airport concession development and operation consulting services.
- Specializing in concept development, financial analysis, and operations.

2008 - 2011

Airport Retail Management – Atlanta, GA

Food and Beverage Manager

- Responsible for day to day operations for Café Intermezzo/Buckhead Books and Savannah's Candy Kitchen, with sales totaling \$7 million dollars annually.
- Assisted in all Food & Beverage concept design, hiring, menu preparation, and operations.
- Assisted in operation of thirteen (13) retail outlets and product distribution.

2007 - 2008

Crews of California – Los Angeles, CA

Assistant Operations Manager

- Assisted in the operation, merchandising, and product distribution of five (5) retail stores and two (2) kiosks.

EDUCATION

BA in Restaurant/Hospitality Management from Johnson & Wales University

CERTIFICATIONS

Member, Airport Minority Advisory Council (AMAC)

Member, Georgia Restaurant Association

Member, American Management Association (AMA)



Gregory A. Plummer
Small Business Enterprise Managing Partner

PROFESSIONAL BACKGROUND

Having held various positions at Concessions Management Services, a seasoned ACDBE Prime operator at LAX and Las Vegas McCarran Airports, I am well experienced in Management. At the highest point, I managed up 15 direct reports with 400 plus total Employees under Management. I was a critical part of the management team that grew Concessions Management Services from \$8mm-\$40+ mm in sales.

I started my career with Morgan Stanley as a Financial Advisor responsible for creating meaningful client relationships for Wealth Management Clients. A large part of my responsibilities was to identify client's needs and sale them on value added services our firm provided. Since then, I have become an expert at restaurant menu development and merchandising plans to drive sales and create value for my employers.

Over the course of my career, I have used effective communication to advance the interest of my employers. Through written communication in creating proposals that demonstrated why we were the best firm for an Request for Proposal or for Verbal communication, in oral interviews and brand presentations on why you should engage with business with the particular company. I have also completed the Landmark Forum which creates awareness and how to effectively communicate to any group of people. Leadership is something that was instilled in me from a very early age. From serving on the Foundation Board for Airport Minority Advisory Council to leading and inspiring hundreds of people under management. I have completed several Leadership trainings including Franklin Covey, Panda Express Leadership Institute and The Toney Robbins: Unleashing the Power Within which focuses on becoming a better person, Leader and Inspiring others through action.

CURRENT AND PAST RELEVANT EMPLOYMENT

2010- 2016

Concessions Management Services, Inc. – Los Angeles, CA

Vice President of Business Development

As Vice President of Development, I was responsible for new business growth, structural management and driving value in every part of the company. I was responsible for responding to Request for proposals, creating new brand relationships, developing restaurant business models and design, opening new units, and overseeing company operations.

2008 - 2010

Concessions Management Services, Inc. –Los Angeles, CA

Director of Operations

As Director of Operations, I was responsible for the profitability of our operations in a tumultuous airport environment. I managed procurement and vendor relationships as well as identifying opportunities to improve efficiency in restaurant operations. I implemented new product roll out, managed quality Assurance and the overall morale of employees and our landlord's perception of our operations.

EDUCATION

BA in Business with a Minor in Marketing from Morehouse College

CERTIFICATIONS

Landmark Forum, June 2016

Tony Robbins Unleashing the Power Within, June 2015

Franklin Covey Effective Leadership, August 2013

Franklin Covey, Effective Time Management, 2007



Mortimer M. Marshall III, CSI, ASPE
Vice President of Construction

Dedicated and results oriented professional offering 30+ years of experience in commercial construction providing leadership from initial conception to completion. Achieving goals combined with outstanding technical knowledge of engineering concepts, design, estimates, project management, budgets, schedules and costing, problem solving, organization skills, and time management skills has proven effective in the completion of projects on time and on budget. Excellent analytical skills with attention to detail, ability to assess situations quickly, research information to develop resolutions which is sound and ethical. Outstanding communication, negotiation, and interpersonal skills; able to interact with construction professionals, including architects, engineers, superintendents, owners and representatives at all levels to develop and build strategic relationships with clients.

CURRENT AND PAST RELEVANT EMPLOYMENT

2015 - Present

Crews of California- Los Angeles, CA

Vice President of Construction

Responsibilities include, but are not limited, construction management operations, creating and managing budgets, scheduling, contracts, oversee financial wellbeing of the project, hire contractors, negotiate contracts and assist in design construction plans. Managing all construction projects, conduct meetings, troubleshoot issues, maintenance, building relationships, understanding Airport Authority regulations and ensuring compliance.

1999 – 2015

The Marshall Group, LTD

Principal and Director of Construction Services

Handled projects up to \$50 million. Managed 80+ contractors, including electrical, HVAC, specialties, kitchen equipment and all CSI (Construction Specification Institute) divisions 1 - 16, etc. Managed project scope, changes, contracts, budgets, scheduling and costs, reports, reviewed and negotiated sub-contractors and vendor invoicing including value engineering, tracking of long lead construction materials and specialty equipment to avoid delay of the construction project. Excellent communication and analytical skills assisted in resolution of varying types of issues and concerns with local officials who could have an impact on the completion and timeline of the project. Good understanding of local and out of the area building codes including the National Building Fire Protection Code.

Projects include, but are not limited to;

Bureau of Customs and Border Protection

- One Penn Plaza, New York, NY
- 1100 Raymond Boulevard, Newark, NJ
- 601 West 26th Street, New York, NY
- 1400 L Street, NW Washington, DC

U.S. Postal Service

- U.S. Postal Facility, Woodbridge, VA
- U.S. Postal Main Facility, Fairfax, VA

Fairfax County Public Schools

- Kent Gardens Elementary School Renewal, McLean, VA
- Wolftrap Elementary School Renewal, Fairfax County, VA
- Lake Anne Wolftrap Elementary School Renewal, Reston, VA
- Sunrise Valley Elementary School Renewal, Reston, VA

Delaware State University DE ☐

- Science Center Annex ☐
- New School of Management

1987 – 1999

Tishman Construction

Project Manager

Started as Superintendent and promoted to Project Manager, responsibilities included, management of complete job site which included 500 workers, negotiations, scheduling and costing, management, reports, and all CSI (Construction Specification Institute) divisions 1 - 16, etc. Managed project scope, changes, contracts, budgets, scheduling and costs, reports, reviewed and negotiated sub-contractors and vendor invoicing including value engineering, tracking of long lead construction materials for data and specialty equipment to avoid delay of the construction project. Managed projects to always meet the deadline and under budget.

Projects include, but are not limited to;

- Ronald Reagan Building
- BTG
- Collier, Shannon, Rill & Scott
- XComm Communications – Data Center
- L3 Communications – Data Center
- WorldComm – Data Center

1985 – 1987

Rand Construction

Superintendent

As Superintendent responsibilities included, management of complete job site which included 80 workers, negotiations, scheduling and costing, management, reports, and all CSI (Construction Specification Institute) divisions 1 - 16, etc.

REGISTRATION

CSI, ASPE, Licensed Contractor, Virginia

EDUCATION and CREDENTIALS

Tuskegee University, Tuskegee, Alabama; Business California Polytechnic University, CA; Construction Management

REFERENCES

Available Upon Request



Juan Castillo
Facilities Operations Manager

Objective

Driven Facilities Operations Manager with an extensive background in Construction Project Management, Logistics and Distribution.

CURRENT AND PAST RELEVANT EMPLOYMENT

2014 - Present

Crews of California- Los Angeles, CA

Facilities Operations Manager

Manage Facilities operations for busy airport concessionaire. Responsible for the upkeep and maintenance of facilities operated by Crews. Responsible for the daily logistics and flow of products and equipment in and out of the airport. Implemented preventive maintenance program to support operations inside airport. Responsible for project management for all or our units in the airport and distribution center including repairs, new construction, and remodeling projects. Keep and maintain inventory control of all products and equipment.

Train and mentor team members and drivers on best practices to keep inventory levels efficient and free of variances. Held inventory variances to less than .5% from a flow of Inventory of over 2 million dollars. Work closely with purchasing and sales departments to execute programs successfully. Implemented and maintain safety procedures to keep our team members and facilities safe. Maintained a fleet of trucks and warehouse equipment such as forklifts, pallet jacks etc. in safe working conditions. Communicate and resolve any issues in a professional manner with vendors, General Contractors, subcontractors and city inspectors.

1998 – 2014

Newsways – Los Angeles, CA

Facilities and Logistics Manager

Managed a facilities operations and logistics teams of eight technicians and associates throughout California. Managed construction projects from start to finish. Managed and led team members and contractors to execute effectively and meet deadlines and targeted goals within budget. Managed process of all change orders. Verified that all facilities projects were executed according to code and plans. Meet with city inspectors and deputies for all inspections for all trades involved in every project. Safety standards were maintained on a daily-basis. Built and maintained relationships with over 20 contractors for all trades. Maintained professional relationships with vendors, city inspectors, deputies and contractors.

Education/ Licenses

General Contractors License- class B - CA

C-33- Painting and Decorating – CA

Glendale Community College September 2005

Leadership and Management Certificate

John Marshall High School June 1997

High School Diploma- Honor Graduate

Skills

Project Management, Facilities Management, Work force training, Team leadership, Employee scheduling, Subcontractor Management, Reports generation and analysis, Customer needs assessment, Conflict resolution, Order processing, Inventory Control Internet savvy, Customer Service.

Interpersonal Skills

Excellent communication skills, Self-motivated, Strong organizational skills, Listening skills, Computer proficient, Microsoft Office, Quick learner, Strong client relations, Energetic work attitude, and Adaptability.



Rishi Raj Nigam
Chief Operating Officer

CURRENT AND PAST RELEVANT EMPLOYMENT

2012 - 2018

International Speedway Corporation- Daytona Beach, FL
 Americrown Service Corporation

Vice President

- Oversight of F&B, merchandise, golf cart, and show car business lines for ISC
- Tasked with complete management and processes overhaul of business unit
- Designed F&B and retail components of \$400MM Daytona Speedway Renovation
- Daytona International Speedway named 2016 SBJ Venue of the Year
- F&B consultant on One Daytona mixed use development project
- Key role in securing and developing branded concessions partners for all tracks
- Provide guidance and signed off on all F&B related corporate partners
- Created new line of business by securing activation for new marketing partner
- Grew revenue 10% on declining attendance to \$45+MM since 2012
- Double profit percentage to 20+% each year since 2012 (highest since 2008)
- Rights fees paid to tracks increased by 10% on cash basis
- Reduced headcount by 30% while growing revenue and profitability
- Negotiated new concessions contracts for concerts with Live Nation, AEG, and Phish
- Raised positive guest experience scores by 7-10% at all tracks
- Implemented various IT solutions throughout the company to create efficiencies
- Aligned all tracks by sharing core competencies to create one set of SOP's
- Partner with local and state authorities on alcohol, food, and fire regulations
- Designed and executed first internship program in company history
- Liaison with corporate BOD on business unit welfare
- Certified TEAM Master Trainer and ServSafe Proctor

2004 – 2012

Aramark Sports and Entertainment, Atlanta, GA

Director of Concessions

Atlanta Braves (Turner Field)

- \$17+MM revenue with \$5+MM EBITDA fiscal year 2011
- Coordination of up to 750 employees and volunteers on a daily basis
- Per capita increase of \$0.70 over prior year with lower attendance
- Scored 94 and 96 in most recent two QA audits
- Lowered food cost and labor cost by over 1% from prior year
- Responsible for pricing strategy for 2012 baseball season
- Created SOP handbook for all concessions locations including menu builds
- Worked with celebrity Chef Kevin Rathbun on new steak sandwich concept
- Assisted in design and implementation of new Brick Oven Pizzeria
- Develop competitive pricing negotiation tactics with vendors

2.2.2 DESCRIPTION OF PROPOSED STAFFING REQUIREMENTS WITH SUMMARY OF DUTIES

Over the course of two to four months, each candidate will receive hands-on experience as a server, bartender, greeter, prep/line chef, and more. Interspersed with these duties are frequent manager shifts, including work with our restaurant Controller, Culinary Manager and General Manager. Finally, manager trainees will complete a series of advanced projects in strategic areas including operations, systems, human resources and building sales. Feedback is frequent, candid, and fair, without the simplified grading systems and reductive evaluations found in corporate chains. We believe development is most powerful when it happens through dialogue and collaboration.

SERVER

2 Years Experience Minimum

I. Position summary: Sell and serve food and beverage in a professional, caring manner to guests. Report to work on time, take pride in personal appearance, and show dedication to your job. Display integrity and honesty in all aspects of your employment.

- A. Major Responsibilities: Primary duties and responsibilities include, but are not limited to the following:
- B. Must pass handbook, service, food, liquor, wine, beer, alcohol awareness and point of sale system tests with scores of 90% or better before working solo shifts; then periodic quizzes and tests.
- C. Able to serve 15-25 guests at one time.
- D. Complete knowledge of all service, food & beverage information materials.
- E. Ability to sell food, liquor, wine, beer and non-alcoholic beverages to guests.
- F. Able to use point of sale system to correctly send orders and able to accept different types of payment and make correct change.
- G. Welcome guest tables within two minutes and check back after delivery of all beverages and food items within two minutes.
- H. Maintain specific side-work assignments and help insure organization and cleanliness of restaurant at all times.
- I. Work as a team with all staff to provide an exceptional guest experience.
- J. Check identification of guests to insure they are of legal drinking age. Refuse to serve alcoholic beverages in a polite manner to guests who are not of age. Be proactive and don't hesitate to ask for assistance.
- K. Observe guest behavior in consumption of alcoholic beverages, count number of cocktail tails consumed, and offer assistance when necessary. Be proactive and don't hesitate to ask for assistance.
- L. Able to interact with guests in a friendly professional manner with sense of urgency. Strive to take care of guest needs and exceed expectations.
- M. Report to work on time in neat, cleaned and pressed attire within restaurant guidelines. Well-groomed hair and personal hygiene is essential. Jewelry, perfume or cologne must be subtle.
- N. Other duties as directed by training materials, memos and staff checklists.
- O. Essential Physical Requirements: estimated percentage of daily physical requirements and/or number of pounds that may need to be lifted on the job.
- P. 90% -- Walks and stands during entire shift.
- Q. 90% -- Continuously reach, bend, and lift up to 35 pounds, carry, stoop and wipe.
- R. Dangers include, but are not limited to, cuts, slipping, tripping, falls and burns.
- S. Frequent washing of hands following Health Department Guidelines.

HOST/HOSTESS

2 Year Experience Minimum

I. Position Summary: Warm, friendly, immediate greet to guests at the door. Seats and presents clean menus to guests in a professional manner with a sense of urgency, rotating servers, and being keenly aware of the entire dining area.

II. Major Responsibilities: Primary duties and responsibilities include, but are not limited to, the following:

- A. Know table numbers and perform opening checklist duties.
- B. Know how to use server section map.
- C. Run a wait list accurately taking information from guests and quoting proper wait times.
- D. Know how to handle large party reservations.
- E. Makes sure guests are greeted in a timely manner with a warm smile and proper words.
- F. Seat guests making sure to rotate among servers always taking guest requests into consideration.
- G. Walk at pace of guest making eye contact and conversation.
- H. Let floor managers know if guests are first timers.
- I. Make sure table-top is clean and organized; never seat guests at an un-bussed table.
- J. If servers are busy or in another area make absolutely sure it's communicated that a new table has been seated; this especially true early and late in shift when servers could be occupied with side work.
- K. Seat tables for optimum seating of the restaurant.
- L. Visually scans restaurant for open tables and change on server section map.
- M. Assist servers whenever possible with pre-bussing, water and refills.
- N. Let floor managers know which servers are extremely busy and might be "in the weeds."
- O. Seating front desk staff (runners), and make regular updates to greet/filler so wait quotes can be adjusted quickly.
- P. Listen for phone and answer using proper greeting. Always address guest in a positive manner. It's not about what we can't do, but what we can do!
- Q. Maintain restrooms every 30 minutes and note on restroom checklist at front desk.
- R. Sweep and clean front desk area regularly.
- S. Menus clean and organized in proper place. Make regular menu runs.
- T. Roll silver during slow periods.
- U. Fill to go and merchandise orders, if applicable, following Rock & Brews procedural checklists.
- V. Interact with guest in and as they leave restaurant in a warm, caring manner.
- W. Follow closing checklist and be checked out by manager before leaving.

LINE COOK

2-4 Years Experience Minimum

I. Position: The line cook primary responsibility is to ensure menu items are prepared to guests order specifications and finalizes plate presentation, adhering to all safety, sanitation, and food handling guidelines.

II. Essential Duties and Responsibilities The essential functions include, but are not limited to the following:

- A. Ensure menu items are prepared to guests order specifications.
- B. Finalizes plate presentation.
- C. Displays depth of food knowledge.
- D. Knowledge of cooking procedures.
- E. Able to work in a high pace and hot environment.
- F. Able to prepare food according to food handler's guidelines.
- G. Label and date all food stored & rotate food as needed.
- H. Able to do repetitive work.
- I. Follow opening and closing procedures.

III. Minimum Qualifications (Education, Experience, Skills)

- A. Physical ability to lift 50 lbs.
- B. The physical ability to balance heavy items.
- C. Stand and walk for long periods of time.
- D. Previous restaurant experience highly preferred.
- E. Able to communicate with prep cooks & wait staff.
- F. The ability to stay calm and work efficiently under pressure.
- G. Knowledge of equipment and able to report to managers when something is broken or needs repair.
- H. Be able to self-motivate in work environment.
- I. Keep a clean, stocked and tidy workspace.
- J. The ability to follow written or verbal instructions.

IV. Physical Demands and Work Environment

- A. The work the line cook does is physically and mentally demanding.
- B. They are on their feet much of the time.
- C. Line cooks must work well under pressure and exercise tact and patience when dealing with BOH and service staff.
- D. The description of the physical demands and the work environment characteristics here represent those that must be met by an employee to successfully perform and those an employee encounters while performing the essential functions of this position.
- E. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- F. While performing the duties of this job, the employee is regularly required to talk or hear.
- G. The employee frequently is required to stand and walk with heavy items (up to 50 pounds).
- H. The employee is occasionally required to use hands to finger, handle, or feel. Reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. Specific sensory abilities required by this job include sight, taste, smell, and hearing.
- I. While performing the duties of this job, the employee is occasionally exposed to raw meat, moving mechanical parts, airborne particles, hazardous materials, and risk of electrical shock.
- J. The noise level in the work environment is moderate to loud.



EXPEDITOR

1-2 Years Experience Minimum

I. Position: The expeditors primary responsibility is to ensure menu items are prepared to guest order specifications and finalizes plate presentation. The expeditor directs the food runners and service staff to deliver completed orders. The expeditor is the food voice for the front of house.

II. Essential Duties and Responsibilities The essential functions include, but are not limited to the following:

- A. Ensure menu items are prepared to guest's order specifications.
- B. Finalizes plate presentation.
- C. Displays depth of menu knowledge.
- D. Aware of items out of stock, back in stock, and limited quantities.
- E. Stocks POS supplies, expeditor supplies, to go supplies, silverware and plate-ware.
- F. Performs cleaning side work as assigned.
- G. Supports waiters and kitchen staff in other duties as required.
- H. Takes care of the needs of all guests at all times.

III. Minimum Qualifications (Education, Experience, Skills)

- A. Physical ability to carry plate-ware.
- B. The physical ability to balance heavy items.
- C. Previous restaurant experience highly preferred.
- D. High energy and stamina required.
- E. The ability to stay calm and work efficiently under pressure.
- F. The ability to prioritize job duties and manage time effectively.
- G. Verbal communication skills required.
- H. Willingness to work at all times.
- I. The ability to read menus, safety documents, etc.

BARTENDER

2-3 Year Experience Minimum

I. Position Summary: As a bartender, you must be knowledgeable, energetic, friendly, possess exceptional communication skills, and take pride in the restaurant's bar program. A guests dining and/or bar experience should be equally enjoyable and you play a major role in overall picture. Remember, consistency is a key element in a positive guest experience. We achieve this by strict adherence to recipes, procedures and checklists. Your individual personality should shine through; use it to your advantage. You should be organized, and able to think and act quickly and effectively while retaining self-composure. Be guest sensitive and possess a sense of timing. Take pride in punctuality and personal appearance, and show dedication to your job. Display integrity and honesty in all aspects of your employment.

II. Major Responsibilities: Primary duties and responsibilities include, but are not limited to, the following:

- A. Must pass handbook, service, food, liquor, wine, beer, and alcohol awareness, point of sale system, and cocktail recipe tests with score of 90%, or better, before working solo shifts, and then periodic tests.
- B. Welcome each guest personally within two minutes. Learn guest names, occupations, favorite cocktails and make them feel appreciated. Communicate with guests using clear and enthusiastic words, tone and body language.
- C. Report to work on time in neat, cleaned and pressed attire following restaurant guide lines. Well-groomed hair and personal hygiene is essential. Jewelry, perfume or cologne must be subtle.
- D. Work as a team with all staff to provide exceptional guest service.
- E. Work with fellow staff members to keep bar cleaned and organized.

- F. Measure, mix, shake, garnish and serve alcoholic and non-alcoholic beverages for bar patrons and dining room guests following house guidelines and recipes.
- G. Able to accurately use point of sale computers with strict adherence to Rock and Brews Bar Accountability System. Able to accept different types of payment and make correct change.
- H. Be attentive and anticipate needs of the guest. Follow one-third rule when offering another cocktail. Be alert for guest signals (raising of hand, looking directly at you, etc.), and acknowledge guest so they know you will be right there.
- I. Check identification of guests to insure legal drinking age. Refuse to serve beverages in a polite manner to guests who are not of legal age. Don't hesitate to ask a manager for assistance.
- J. Observe guest's behavior in consumption of alcoholic beverages, count number of cock tails consumed, and offer assistance, if they need it. Be proactive and don't hesitate to ask a manager for help.
- K. Other duties as directed by training materials, memos and checklists.

Essential Physical Requirements of all hourly staff:

- Walks and stands during entire shift.
- Continuously reach, bend, carry, stoop and wipe.
- Remain stationary for long periods of time.
- Frequent washing of hands following Health Department Guidelines.
- Able to lift up to 35 lbs.
- Dangers may include, but are not limited to: slipping, tripping, falling, and cuts.
- You must be of legal age to serve liquor according to state law.

Knowledge, Skills and Requirements:

- Basic mathematical skills and money handling.
- Basic reading skills.
- Basic computer skills.
- Prior knowledge of beer, wine, liquor and cocktail recipes.
- Excellent communication skills.
- Organizational skills.
- Multi-task oriented.
- Knowledge of workplace safety procedures.
- State food handler's or alcohol compliance cards.

DISHWASHER

1 Year Experience Minimum

I. The dishwasher's primary responsibility is to maintain clean, sanitary dishes, glasses and flatware. This role performs a series of kitchen functions including pots and pans washing, general maintenance, and storing food and non-food supplies.

II. Essential Duties and Responsibilities:

- A. Operate dishwashing equipment.
- B. Wash, distribute and stock clean pots, pans, dishes, glasses and flatware.
- C. Clean and sanitize equipment, work surfaces and BOH in accordance to cleaning schedules and procedures.
- D. Empty trash cans.
- E. Performs cleaning side work as assigned.
- F. Maintain dish station in safe and sanitary condition.
- G. Maintain BOH as clean, stocked and well organized.
- H. Assists in overall ongoing maintenance of facility.
- I. Supports kitchen staff in other duties as required.
- J. Follows safety regulations.

- F. Measure, mix, shake, garnish and serve alcoholic and non-alcoholic beverages for bar patrons and dining room guests following house guidelines and recipes.
- G. Able to accurately use point of sale computers with strict adherence to Rock and Brews Bar Accountability System. Able to accept different types of payment and make correct change.
- H. Be attentive and anticipate needs of the guest. Follow one-third rule when offering another cocktail. Be alert for guest signals (raising of hand, looking directly at you, etc.), and acknowledge guest so they know you will be right there.
- I. Check identification of guests to insure legal drinking age. Refuse to serve beverages in a polite manner to guests who are not of legal age. Don't hesitate to ask a manager for assistance.
- J. Observe guest's behavior in consumption of alcoholic beverages, count number of cocktails consumed, and offer assistance, if they need it. Be proactive and don't hesitate to ask a manager for help.
- K. Other duties as directed by training materials, memos and checklists.

Essential Physical Requirements of all hourly staff:

- Walks and stands during entire shift.
- Continuously reach, bend, carry, stoop and wipe.
- Remain stationary for long periods of time.
- Frequent washing of hands following Health Department Guidelines.
- Able to lift up to 35 lbs.
- Dangers may include, but are not limited to: slipping, tripping, falling, and cuts.
- You must be of legal age to serve liquor according to state law.

Knowledge, Skills and Requirements:

- Basic mathematical skills and money handling.
- Basic reading skills.
- Basic computer skills.
- Prior knowledge of beer, wine, liquor and cocktail recipes.
- Excellent communication skills.
- Organizational skills.
- Multi-task oriented.
- Knowledge of workplace safety procedures.
- State food handler's or alcohol compliance cards.

BUSSER/UTILITY

2-3 Years Experience Minimum

I. Position The bussers primary responsibility is removing used dishes, glasses and flatware, and preparing tables in a professional manner for new guests. This role serves to expedite seating guests in a timely manner.

II. Essential Duties and Responsibilities: The essential functions include, but are not limited to the following:

- A. Removes dishes, glasses, flatware and any other items from table following guests' meal.
- B. Clean and professionally prepare table for new guests in accordance with company standards.
- C. Performs cleaning side work as assigned.
- D. Keeps bus stations clean, stocked and organized.
- E. Assists in overall ongoing maintenance of facility.
- F. Supports waiters and kitchen staff in other duties as required.
- G. Takes care of the needs of all guests at all times.

III. Minimum Qualifications (Education, Experience, Skills)

- A. Physical ability to carry trays and tubs filled with various small wares not exceeding 50 pounds.
- B. The physical ability to balance heavy items.
- C. Previous restaurant experience highly preferred.
- D. High energy and stamina required.
- E. The ability to stay calm and work efficiently under pressure.
- F. The ability to prioritize job duties and manage time effectively.
- G. Verbal communication skills required.
- H. Willingness to work at all times.
- I. The ability to read menus, safety documents, etc.

IV. Physical Demands and Work Environment

- A. The work that bussers do is physically and mentally demanding.
- B. They are on their feet much of the time.
- C. Bussers must work well under pressure and exercise tact and patience when dealing with other employees and guests.

Essential Physical Requirements: Estimated percentage of daily physical requirements and/or number of pounds that may need to be lifted on the job.100% -- Stands during entire shift.

- 50% -- Reaches, bends and stoops frequently.
- 20% -- Carries 20 lbs. highchair about ten times per shift over medium distances (20-30 feet).
- 75% -- Verbally communicates with guests and phone callers.
- Dangers may include, but are not limited to: slipping, tripping and falling.
- Frequent washing of hands following Health Department guidelines.

Crews plans to produce the majority of the items sold throughout the restaurants on the Rancho property onsite. In addition to the team of 3rd party professionals listed below, Crews has the supporting resources and equipment including, but not limited to, the following:

- 13,000 Square Ft. Storage Distribution Center and Corporate Office (new commissary and supporting training facility to be constructed within facility in 2018/2019)
- Three (3) Refrigerated Trucks to Support Daily Deliveries to all Los Angeles facilities

Existing relationships with all major food, beverage and alcohol purveyors in Los Angeles including:

Sysco, Shamrock Foods, LA Specialty, Worldwide Produce, Southern Wine & Spirits, Young's Market, Mission Beverage, Anheuser-Busch, Pepsi Frito Lay, and Coca Cola (outlined in more detail below)

- Postec / Micros POS and Inventory Management System
- Customer Point of View Secret Shopper and Guest Feedback Program
- AEGIS Security Investigations Shopping Services
- View Lite, MViewer and Luma Surveillance/Camera Systems
- Bevager Beverage Inventory Management System
- Microsoft NAV Fully Integrated Inventory and Accounting Software

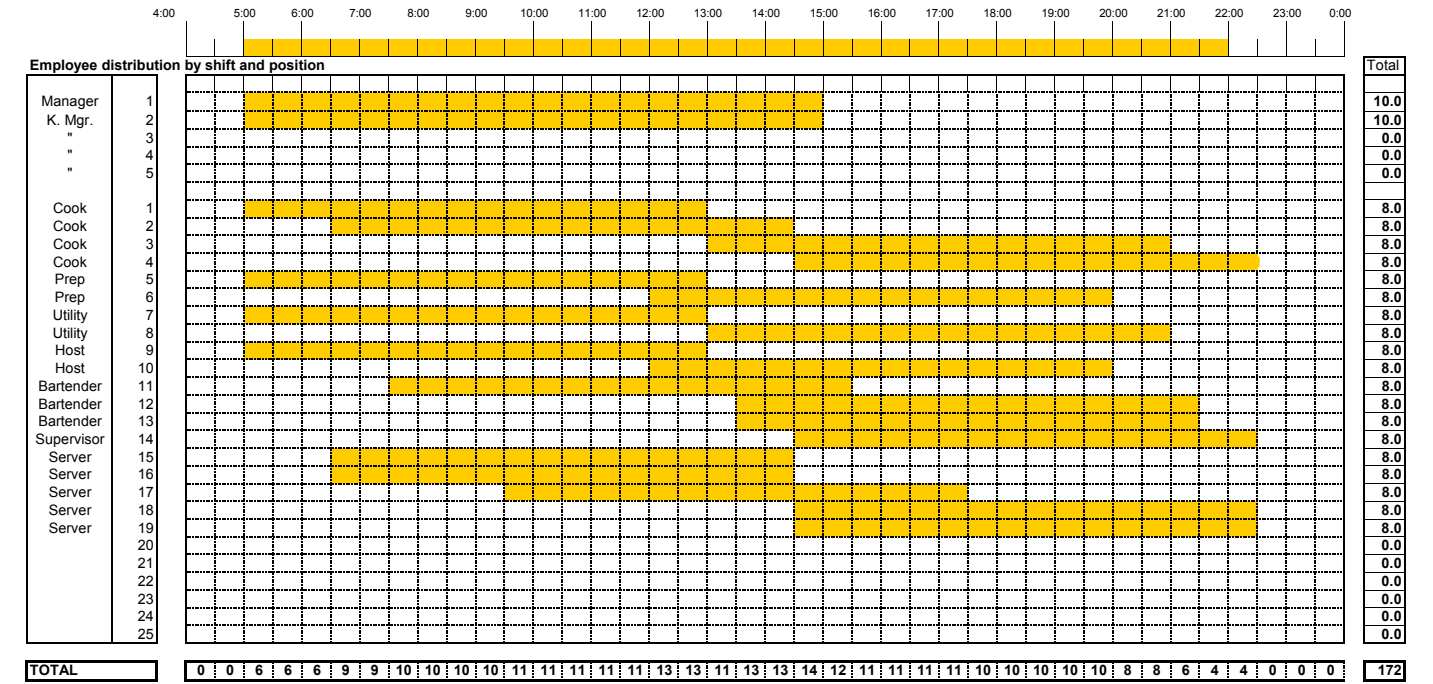
The Crews Team has extensive existing relationships with the best of local distributors and manufacturers to provide the highest quality meats, seafoods and produce in addition to the best of locally sourced products. We also have long standing relationships with adult beverage distributors, and specialty wholesalers, which give us access to on trend ingredients and give our chefs a culinary advantage. All of these relationships represent value oriented pricing based on our collective volume that in turn, is passed on to our consumers to offer high quality and delicious food and beverage at an affordable price point.

The following vendor list represents the list of strategic partnerships and vendors who will help make The Tavern at Rancho Park be successful:

- **Rocker Brother Meat:** Sourcing of the highest grade of antibiotic and hormone free meat and poultry to service our needs.
- **Santa Monica Seafood:** The best sourcing for Fresh and Wild Caught Seafood in Southern California.
- **LA Specialty:** For 32 years LA Specialty has carefully curated fine ingredients and the most unique, seasonally ripe, locally grown produce for our discerning customers in Los Angeles.
- **Sysco of Southern California:** Broad liner distributor for grocery and material needs of Tavern at Rancho Park at the most favorable pricing.
- **World Wide Produce:** The freshest locally sourced and grown produce for our discerning customers in Los Angeles.
- **Pepsi Cola & Stubborn Soda:** Utilizing our relationship with Pepsi Co and Stubborn, we will have greater cost and a wide variety of offerings available to our guest.
- **Stubborn Soda:** No artificial sweeteners, no high fructose corn syrup & natural flavors
- **Southern Wine & Spirits:** Adult Spirits, Wine and Draught Beer
- **Young's Market:** Adult Spirits, Wine and Draught Beer
- **InBev:** Anheuser-Busch
- **Cintas:** Uniform services and cleaning materials
- **Eco Lab:** Pest Control Services and Cleaning products
- **Tri-Mark:** Kitchen Equipment and Small-ware needs (See preventative and on going maintenance program)

2.2.3 STAFF SCHEDULES ILLUSTRATING COVERAGE

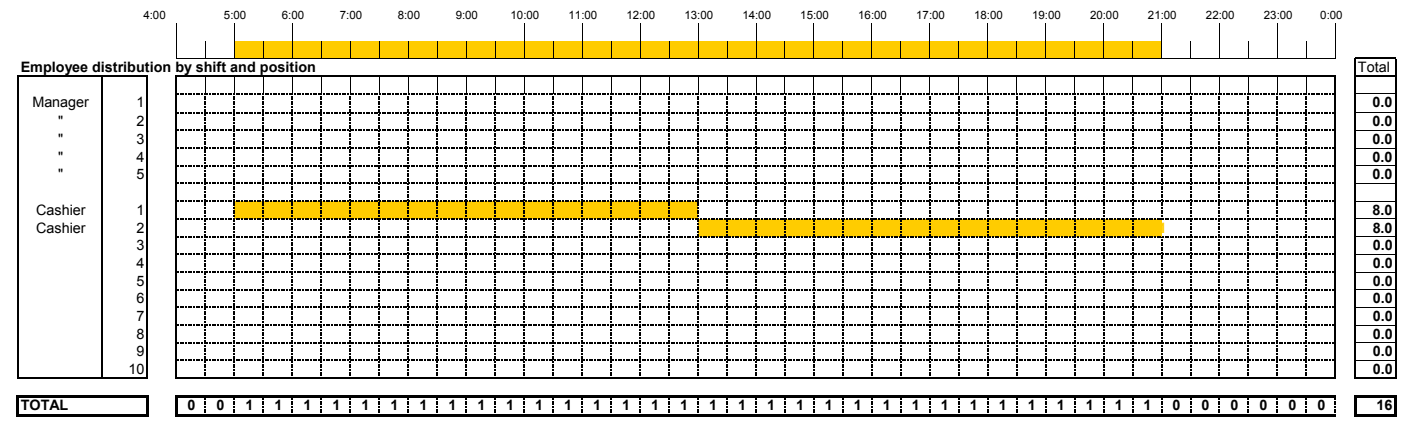
Concept: Tavern at Rancho Park



Recap of all "physically present" in a typical day

2 Managers	19 Personnel	Total	21
20.0 Hours	152.0 Hours	Total	172.0

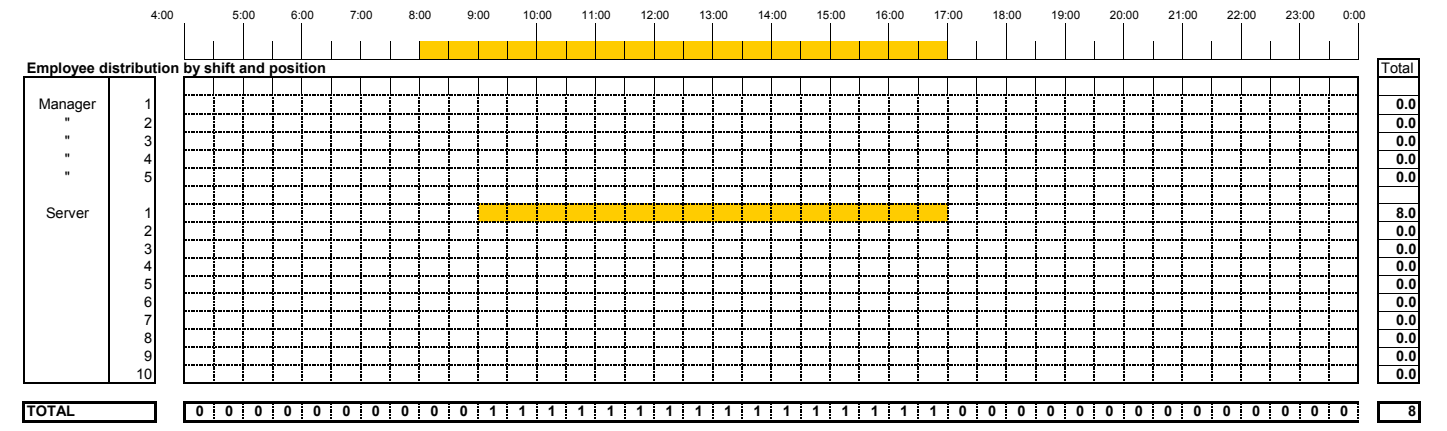
Concept: Fareways Grab & Golf Stand



Recap of all "physically present" in a typical day

0 Managers	2 Personnel	Total	2
0.0 Hours	16.0 Hours	Total	16.0

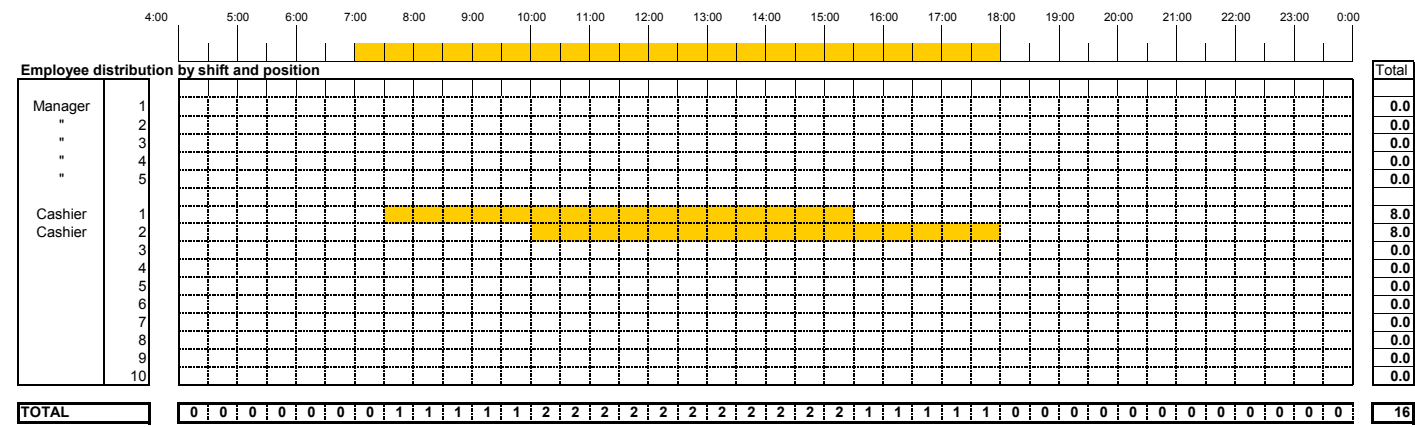
Concept: Fareways Mobile Cart



Recap of all "physically present" in a typical day

0 Managers	1 Personnel	Total	1
0.0 Hours	8.0 Hours	Total	8.0

Concept: Fareways Half-Way Café



Recap of all "physically present" in a typical day

0 Managers	2 Personnel	Total	2
0.0 Hours	16.0 Hours	Total	16.0

2.2.4 ACTIVITIES PERFORMED OFF-SITE

Crews plans to produce the majority of the items sold throughout the restaurants on the Rancho property onsite. In addition to the team of 3rd party professionals listed below, Crews has the supporting resources and equipment including, but not limited to, the following:

- 13,000 Square Ft. Storage Distribution Center and Corporate Office (new commissary and supporting training facility to be constructed within facility in 2018/2019)
- Three (3) Refrigerated Trucks to Support Daily Deliveries to all Los Angeles facilities
- Existing relationships with all major food, beverage and alcohol purveyors in

Los Angeles including:

Sysco, Shamrock Foods, LA Specialty, Worldwide Produce, Southern Wine & Spirits, Young's Market, Mission Beverage, Anheuser-Busch, Pepsi Frito Lay, and Coca Cola (outlined in more detail below)

- Postec / Micros POS and Inventory Management System
- Customer Point of View Secret Shopper and Guest Feedback Program
- AEGIS Security Investigations Shopping Services
- View Lite, MViewer and Luma Surveillance/Camera Systems
- Beverage Inventory Management System
- Microsoft NAV Fully Integrated Inventory and Accounting Software

The Crews Team has extensive existing relationships with the best of local distributors and manufacturers to provide the highest quality meats, seafoods and produce in addition to the best of locally sourced products. We also have long standing relationships with adult beverage distributors, and specialty wholesalers, which give us access to on trend ingredients and give our chefs a culinary advantage. All of these relationships represent value oriented pricing based on our collective volume that in turn, is passed on to our consumers to offer high quality and delicious food and beverage at an affordable price point.

The following vendor list represents the list of strategic partnerships and vendors who will help make The Tavern at Rancho Park be successful:

- Rocker Brother Meat: Sourcing of the highest grade of antibiotic and hormone free meat and poultry to service our needs.
- Santa Monica Seafood: The best sourcing for Fresh and Wild Caught Seafood in Southern California.
- LA Specialty: For 32 years LA Specialty has carefully curated fine ingredients and the most unique, seasonally ripe, locally grown produce for our discerning customers in Los Angeles.
- Sysco of Southern California: Broad liner distributor for grocery and material needs of Tavern at Rancho Park at the most favorable pricing.
- World Wide Produce: The freshest locally sourced and grown produce for our discerning customers in Los Angeles.
- Pepsi Cola & Stubborn Soda: Utilizing our relationship with Pepsi Co and Stubborn, we will have greater cost and a wide variety of offerings available to our guest.
- Stubborn Soda: No artificial sweeteners, no high fructose corn syrup & natural flavors
- Southern Wine & Spirits: Adult Spirits, Wine and Draught Beer
- Young's Market: Adult Spirits, Wine and Draught Beer
- InBev: Anheuser-Busch
- Cintas: Uniform services and cleaning materials
- Eco Lab: Pest Control Services and Cleaning products
- Tri-Mark: Kitchen Equipment and Small-ware needs (See preventative and on going maintenance program)

2.2.5 STAFF FACILITY CLEANING & MAINTENANCE

Crews utilizes a combination of outside contractors/vendors and our internal team members consisting of our VP of Construction, our Director of Facility Maintenance and our onsite utilities and maintenance staff to uphold our equipment and facility. Crews VP of Construction and Director of Facility Maintenance positions are currently filled by salaried team members holding their general contractor licenses, multiple HVAC, electrical and plumbing certifications and have a combined 40 years of experience in construction and facility maintenance.

Our facility maintenance team partners with the operations and culinary teams to train all team members in proper use and maintenance practices for all furniture, fixtures and equipment utilized at the facility to assure they maintain optimal appearance and function. Continuous upkeep of the facility is the responsibility of all our team members.

Our onsite utilities are assigned to not only support receiving of deliveries, and cleaning of the inside restaurant facility but also the maintenance and cleanliness of the entrance into the facility including, but not limited to, immediate exterior of building and internal restroom facilities. The Tavern at Rancho Park general manager is responsible for assuring our utility staffing is sufficient to have dedicated utilities to support BOH operations and FOH operations of main building restroom and restaurant dining facilities, Fareways grab & golf mobile cart, and Fareway Halfway Cafe. See section 2.5.1 for additional facility maintenance and cleaning schedules.

2.2.6 STAFF UNIFORMS AND ATTIRE STANDARDS

PERSONAL APPEARANCE & UNIFORM STANDARDS

Team members only have one chance to make a good first impression, and it is very important that you look professional at all times, both on the job, and when representing The Tavern at Rancho Park. The Company will issue you four (4) uniforms to each team member. The specific dress regulations are explained to each new hire as part of the new employee orientation. Company dress regulations include the requirement to wear uniforms and a name identification tag while on property. Team members are expected to follow these regulations at all while on the Rancho Park property.

It is also expected that all team members will practice good grooming and personal hygiene. Team members will maintain a well-groomed, neat, professional, and clean appearance at all times. Personal cleanliness, including proper oral hygiene and the absence of controllable body odors, is the standard. Perfumes and fragrances should be kept to a minimum. Should a team member come to work in unacceptable attire, they will not be allowed to stay at work until they meet the required appearance standards, and their time away from work will be without pay.

SHOES

Slip-resistant shoes are required for all hourly food and beverage and utility Team Members. Slip resistant shoes are defined as closed-toe, close heel, rubber-soled shoes. Team Members may choose any vendor for the purchase of a slip resistant shoe or they may elect a convenient one-time payroll deduction option using the Company's preferred vendor. All shoes must conform to the approved safety standards of the business unit and present a business-like appearance.

JEWELRY AND TATTOOS

Personal jewelry is permitted given that it does not interfere with successful performance of duties, and is in compliance with all safety standards. Watch bands must contain no jewels or attachments that can fall off while working. Rings may be worn provided they do not interfere with the necessity of wearing gloves. Piercings must be clean and completely healed with no signs of redness or infection. Multiple piercings are not allowed. Only one set of earrings on the ear is acceptable. Necklaces and bracelets must not interfere with food safety and should not have any charms or attachments that may easily fall off. Exposed tattoos are not allowed. All tattoos must be concealed and not visible to the public.

Team Members must report to their assigned stations in the appropriate clean and pressed uniform. Non-compliance to this policy will result in the following disciplinary action:

- The first offense the Team Member is sent home and a verbal warning is issued
- The second offense the Team Member is sent home again and a written warning is issued as well as a three day suspension without pay (at discretion of management).
- The third offense may result in termination of the Team Member.

2.3 CUSTOMER SERVICE PLAN

*“PEOPLE MAY FORGET WHAT YOU SAID, BUT THEY WILL NEVER FORGET HOW YOU MADE THEM FEEL”
- MAYA ANGELO*

2.3.1 CUSTOMER SERVICE GOALS/POLICIES & OVERVIEW

The goal of our operations, training and customer services program is to create a memorable experience for our guest! Through the our customer service and training guides and exercises, each team member will be provided our keys to success.

The following information outlines how Crews approaches training its team members on our customer service philosophy and areas we continually train in order to ensure we are striving to improve the quality of the customer service.

Here are some of the most basic expectations that we train our team members to follow at all times: • SMILE • EYE CONTACT • A KIND/APPROPRIATE GREETING

The SMILE gives the Front Of the House team members a disarming and pleasant demeanor, while EYE CONTACT keeps them engaged with the table making the guests feel that they are being paid attention to. Our team members need to create that friendly atmosphere. Customer Service is aimed at increasing customer satisfaction and The Tavern at Rancho Park revenues. Our main objective is customer satisfaction with the goal of winning the customer's loyalty.

The real quality of the service materializes in the moment of truth when the employee interacts directly and proactively with the customer. We must never forget that we do not sell food and products, we sell an experience and customer satisfaction. The basic foundations are contained in our 10-Point Service Card, which details

WHO WE ARE:

- We have an unmistakable vocation for service
- We are proactive about proper training
- Our image and hygiene is flawless
- We offer friendly, casual, pleasant, and proper attention
- We strive to cultivate a professional and caring atmosphere
- We are compassionate, we know how to sympathize with our guests
- We are honest and polite
- We are respectful in our work and with our equipment
- We are motivated
- We are pleased by teamwork and our contribution to new initiatives



2.3.2 HOW CUSTOMER COMPLAINTS ARE HANDLED AND PROCEDURES TO ENSURE HIGH QUALITY OF SERVICE IS PROVIDED

Friendly interaction is the heart of hospitality. Make the guest feel cared for and welcomed. The guest should see your good personality. They should remember you. Team members are trained to read and be able to see how much or how little you should be interacting with the guests. Create a positive impression!

L.E.A.R.N.

Team members should always make our guests feel welcomed and never tell them that they are wrong. Team members cannot be rude or argumentative with a guest. We have a conflict resolution technique called L.E.A.R.N., which associates are taught to use if they feel there is a challenge or a potential challenge with a guest.

- Listen to the guest
- Empathize
- Apologize
- React to the issue
- Negotiate with the guest (also notify your supervisor of the situation)

The Restaurant General Manager or Restaurant Manager on duty handles any customer complaints immediately. If a complaint cannot be resolved by the supervisor on duty, it is escalated to the manager and is handled with priority. Crews strive to resolve customer complaints quickly, efficiently and with the customer's satisfaction in mind at all times! We will attempt to contact the customer by phone or email if the customer is not present to resolve the complaint immediately.

2.3.3 SPEED OF SERVICE GUIDELINES

Our speed of service guidelines are outlined in our operations Standard Operating Procedures and our team members are trained on these standards upon initial training and during ongoing training. Depending on the specific guest expectations (i.e. dining in with no time limit, dining in with a 30 minute time limit, or ordering to go), our goal is to be able to provide the full service experience in as little as 12 minutes and up to 90 minutes. Below are some highlights regarding The Tavern at Rancho Park service guidelines that assist with the exceptional customer experience and efficient speed of service:

Greeting Standards:

Practice the 5 Feet and 10 Feet Rule: Promptly greet guest at the front door, making eye contact at 10 feet away and saying welcome at 5 feet away with a smile!

Two Sip/Two Bite Rule:

As a team member on the dining room floor, it is critical that we always follow up with our guest once they have received something from the bar or kitchen. Being proactive and receiving assurance that the item is to the guest's liking goes a long way in regards to an experience. Have you ever eaten out and your food was made incorrectly? Couldn't find the server to correct the error? We want to make it a habit to follow up once the guest has taken two sips or two bites to ask is everything to their liking.

Sense of Urgency:

It is necessary for all team members to have a sense of urgency in fulfilling a guest's needs. We want to respond with Yes as often as possible and look for ways to accommodate request. If a team member ever feels uncertain or needs further clarification, they are trained to escalate issues to a manager and decide what the best course of action.

Feast Your Eyes:

We eat with our eyes first before ever tasting a beverage or food. Presentation and order accuracy is of utmost importance! We train our team members to never serve something that does not meet the standard and if a dish does need to be made over, escalate to a supervisor to communicate to our guest. The guest will appreciate the effort if the intention is good.

Full Hands In, Full Hands Out:

When our team members are running food to a guest table, on the way back to the kitchen, they are trained to always pre-buss or remove unwanted items from a guest table. However, they are also trained to not assume a guest is finished eating their meal, and to always ask if the guest would like the item removed.

2.3.4 QUALITY ASSURANCE PROGRAM

The Tavern at Rancho Park is only as good as our people who represent us and operate our brands every day. To ensure that our customers are receiving the highest possible customer service, we conduct internal mystery shops on a regular basis. The reports generated from these mystery shops examine employee's greeting style, body language, uniforms, up-selling, courtesy, menu knowledge, and speed of service that are requirements for being a TRP team member. This technique is a very influential way of making sure all of TRP steps of service, uniform, facility maintenance and customer service are followed to the letter in the most revealing way.

Crews utilizes both short form one (1) page service audits and multiple page long form Operational Excellent Reviews that are completed by onsite management and executive management on a weekly basis. Example QA audits are included on the following pages

Additionally to ensure an exceptional experience, our quality assurance is supported by adherence to our company handbook. Crews has developed a 50+ page handbook that is provided to all team members on their first day with the company and reviewed with the team member by our Human Resources team during their first week of training with the company. This handbook outlines all aspects of the team members' employment and team members are expected to Adhere to the Company Handbook and Policies. Areas covered in the handbook include, but are not limited to:

1. **Employment Practices** (open door policy, equal opportunity employment, sexual and other harassment, background checks, etc.)
2. **Employment Status and Records** (employment categories, access to personal files, introductory period, promotions, transfers and reassignments, terminations, resignations, etc.)
3. **Payroll and Timekeeping** (payroll policies, meal and break periods, overtime, compensation and paychecks, etc.)
4. **Benefits and Services** (health, dental, vision insurance, effective coverage date, life insurance, 401K, COBRA, holidays, jury duty, leave of absence, etc.)
5. **Safety And Security** (safety & work conditions, customer accidents, surveillance equipment, emergencies, loss prevention, investigations, weapons and violence, etc.)
6. **Standard Rules of Conduct** (performance standards of conduct, personal appearance and uniform policy, attendance and punctuality policy, cash discrepancy, alcohol education, telephone & cell phone usage policy, etc.)

This handbook is currently used in all of Crews thirty-three (33) airport operations across the country and will be modified to fit The Rancho facility dining experience. A copy of the full employee handbook is available upon request.

OPERATIONS EXCELLENCE REVIEW

Instructions: Check appropriate boxes for expectations as set forth in the performance standards below:

Scale of 1 thru 3
 3- Meets Expectations
 2- Needs Improvement
 1- Unacceptable

Store Appearance:	NA	Rating
1. The customer entry area makes a good first impression. The store layout is neat, orderly, and inviting to customers.		
2. The store area is well lighted and inviting and easy to shop.		
3. The store area has been dusted, vacuumed, walls, doors, floors and tile polished, molding, and ceilings are free of stains, smudges, chips and cracks.		
4. Racks and displays are spaced for easy maneuverability by customers. Traffic areas are clear/easy access for wheel chairs and luggage.		
5. The counter at the POS system is uncluttered and behind the cash wrap is neat and organized.		
6. The Point of Sale system accurately "rings up" all merchandise, including sale items.		

Total:

1. Merchandise is clean, fresh, and free from stains or damage and dust free.		
2. Merchandise reflects current season and trend.		
3. Displays include plentiful quantities of items sizes, and colors.		
4. Merchandise is displayed attractively and is inviting.		
5. Size, price and special offers are correctly signed.		
6. Food, HBA and Travel are set to plapogram (ie. No open pegs, Copy of Plan O Gram.		
7. Cash wrap is set to relevant seasonal items and plapogram.		
8. Associates are knowledgeable of promotions, contests, merchandise, prices, and sales practices.		
9. Stock is rotated so that older merchandise is sold first.		
10. Signs are placed thru out the store to inform customers about specials, promotions and product knowledge. Basic price point signs are set for all core categories. No handmade signs.		
11. Sale merchandise is ticketed, pulled together and signed.		

Total:

Comments:

Customer Service Environment:	NA	Rating
1. Sales Associates are friendly, sincere, and making eye contact and smile when greeting customers.		
2. Sales Associates are excited and exhibit energy and enthusiasm throughout sales transactions.		
3. Sales Associates are smiling throughout each transaction pleasantly while giving the customer receipts.		
4. Sales associates say Hello and Good-bye cheerfully and close the transaction with Thank you.		
5. Sales Associates are not eating, drinking, or chewing gum, on cell phone.		
6. Sales Associates are competitive and have desire to make a sale- add on purchases are suggested. Drinks with snacks or snacks with a magazine and books.		
7. Sales Associates are not standing around chit-chatting or gossiping among each other.		
8. Sales Associates uniforms are neatly pressed & clean. Do they comply with the uniform dress code on appearance?		
9. Sales Associates name badges are visible while working in the store.		
10. Associates are interacting with clients or engaged in maintaining their department (dusting, rearranging merchandise, pick up litter, etc.; not hanging behind the cash wrap when there are no customers.		
11. Associates are aware of and respond to lines forming and react by opening second register.		

Total

Comments:

Operational Controls:	NA	Rating
1. Sales Associates are processing credit and cash transactions according to guidelines.		
2. Sales Associates have been trained on the opening and closing procedures.		
3. Store Opening and Closing check lists are completed and initialed/signed.		
4. Work schedules are posted and have been communicated to all employees.		
5. Time card reports are verified against published schedules and validated by mgt.		
6. A copy of the Safety Checklist is completed with signatures.		
7. The store has opened and closed according to airport guidelines.		
8. Spot audits have been conducted periodically through each shift.		
9. Copies of business license and department of agriculture license are displayed.		

Total:

Comments:

SUMMARY OPERATIONS EXCELLENCE REVIEW

The summary should summarize the overall store results, any special conditions that exist during the review period. The following method should be used to calculate each store overall performance.

(store total combined section points) / (Total Number of points=) = Store Rating)

145/160 (Store Overall Rating) =90.1% **Example**



SERVICE AUDIT

dining service evaluation

Location: _____

Date: _____ Day: _____ Time: _____

Sales Volume: (circle one) **Busy** **Average** **Slow**

Employee Name(s): _____

Place an "X" in either the YES or NO column. Add comments as needed

		YES	NO	If NO, add COMMENTS
1.	Was the Team Member(TM) engaging (i.e. smile/eye contact, acknowledge you) within 1 minute?			
2.	If kept waiting, did the TM acknowledge the wait and apologize or thank for waiting?			
3.	Was the TM in complete and proper clean uniform? (Including nametag and badge)			
4.	Did the TM show interest in you by being attentive/asking questions/maintaining eye contact?			
5.	Did the TM listen attentively to your answers/requests? (no distractions i.e. phone/music player)			
6.	If a supervisor was present, were they attentive and friendly to guests?			
7.	Did the TM demonstrate product knowledge?			
8.	Did the TM offer or suggest or recommend any additional items or add-ons?			
9.	Was the cash-out transaction dealt with correctly? (was correct change provided?)			
10.	Were you provided/offered the correct receipt?			
11.	Did the TM say "Thank You"?			
12.	Were you provided with a sincere/friendly good bye?			
13.	How long did it take to receive your order?			
14.	Was your order correct including any requested modifications?			
15.	Did it feel like your transaction took a reasonable amount of time?			
16.	Was your food presented in the appropriate manner? (Presentation nice, hot food hot/cold food cold)?			
FACILITY				
1.	Did the location appear clean?			
2.	Was the location fully stocked?			
3.	Was the environment neat & tidy?			
4.	Did the dining area seem clean and tidy?			
5.	Were the signs clear/professionally displayed?			
6.	At any point did the TM /your experience go above and beyond your expectations? <small>Explain if yes</small>			

2.3.5 CUSTOMER GUARANTEES, EXCHANGE OR REFUND POLICIES

Aimed at achieving consistency in our performance, Crews has established that everyone who is part of our team must go through our training program and understand and follow our “Service Standards” as we have determined this to be the best formula offering our guests the quality service they expect with us.

Crews has a guest service guarantee expectation:

“We Unconditionally Guarantee our Products and Services to our Guests.”

If a guest is not satisfied with their food or experience our team members will first try to correct the matter by following the AAA (Acknowledge, Apologize and Act) steps outlined below. If the guest is still not happy, our onsite managers have the ability to provide a refund for their current meal or a gift card for a complimentary meal or beverage upon for their next visit.

Crews Steps to Guest Recovery:

Errors occur in the normal course of business. However, how we handle these errors are what make the difference. Never engage in arguing or any confrontation with a guest, even if you do not agree. Once you realize a guest is not pleased with something that has occurred, calmly and politely ask the guest to explain what has occurred. Once you have an understanding of what has happened, then find a solution or request assistance from a supervisor to properly address the situation. Our priority is to correct and mend the situation so the guest will return.

AAA

Acknowledge, Apologize and Act are the three A's! It is important to always follow these steps to address a mistake or error.

RESPONDING TO COMMON DINING ROOM SITUATIONS:

The following bullet points represent items that may occur during the normal course of business. The key is to always listen to the guests feedback (AAA) and take it from there!

- **Guest waiting too long for food or beverage:** Always be proactive and address this situation ahead of time to ensure the guest knows you did not forget, but rather the kitchen or bar is backed up and look for opportunities to make it up later in the meal.
- **Guest does not like their food:** (Two Sip/ Two Bite Rule) by checking back right away, you can address the situation quickly and resolve the matter or offer the guest something else instead. Always inform a supervisor so that the supervisor can also follow up.
- **Food is improperly cooked:** When people dine out, they want to get what they are paying for! If a guest orders a steak rare and it comes out well, then that guest is not going to be pleased. Inspecting the dish before being delivered to the table is the first step, but if this error is missed, making it right is what makes the difference. Always look to learn from these mistakes and we will inevitably avoid them moving forward.
- **Beverage Spill:** (Cleanliness) can ruin someone's night or mood and even could cause someone to become injured. Being vigilant and careful will assist in reducing these occurrences.
- **Serving someone who is intoxicated:** always be vigilant of a guest who has had too much to drink and act with discretion. Always get a manager involved when this occurs and have the manager close the guest out and no longer serve the guest alcohol. Do not cause a scene or do not laugh or engage in confrontation with the guest.
- **Drinking & Driving:** Never allow a guest who is intoxicated to attempt to drive. Get a guest involved and coordinate a ride or ride service for the guest to ensure their safety.
- **Guest Card Declined:** If a guest's payment is declined, please discreetly inform the guest whose card it was that the card was not authorized and ask for another repayment. Give the guest some time to coordinate the payment then handle. Do not attempt to embarrass the guest.
- **Gratuity:** Never ask a guest for a gratuity. Gratuity is a monetary reward from the guest for great service. Never solicit gratuity or be offended when you do not get what you expect.
- **Never use a cell phone on the floor or while on duty unless an emergency.** Be present and engaged.
- **When answering the house phone, smile, greet the guest, state your name and ask “How may I help you?”**
- **Lost or Missing Item:** Please turn in all missing items to a supervisor. If possible, go the extra mile to ensure a guest who may have left a Credit Card, Cell Phone or set of Keys gets their items before leaving the property.

2.3.6 LIST CREDIT /DEBIT CARDS THAT WILL BE ACCEPTED

At The Tavern at Rancho Park and all related onsite food services facility the following forms of credit/debit cards will be accepted:

- Visa
- MasterCard
- American Express
- Discovery Card
- Diners Club International
- All other PIN based bank debit cards.

Note - acceptance of the above listed cards on the Fareways Grab & Golf mobile cart may be limited to do mobile cell service connectivity limitations.

2.3.7 TYPE OF CUSTOMER SERVICE RESEARCH + MYSTERY SHOPPERS OR CUSTOMERS

Crews currently utilize A Customer Point of View shopping services on a monthly basis to rate our service levels. Our operations, on average score above ninety percent (90%). If a team member receives lower than a 90% score, they are immediately coached and trained on their areas of opportunity to ensure they improve in their service and exceed the customers' expectations.

SAMPLE SECRET SHOPPER SCORE



(LAX T2 Built Burger) T2 Built Burger

201 World Way • Los Angeles CA 90045

Crews QSR Customer Service

01/31/2018

Current Score

90.48%

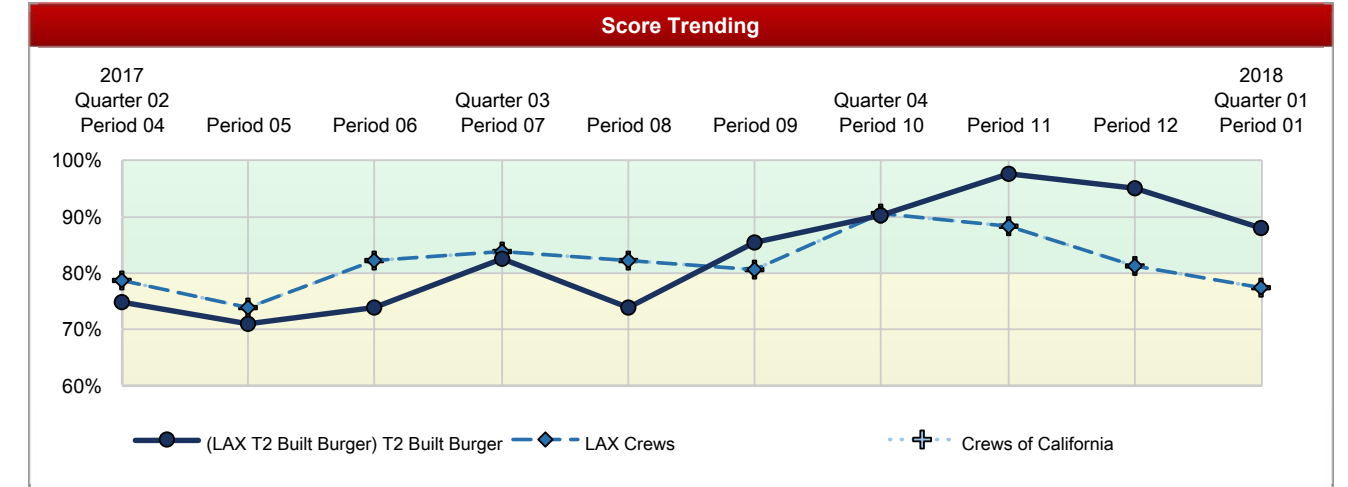
Score Ranking

The current score of 90.48% is ranked 6 of 38 of all scores ever reported for (LAX T2 Built Burger) T2 Built Burger

2018-Quarter 01-Period 01

- ★ Crews of California : **1 Of 11 Best Score!** (previously 3 of 11)
- ★ LAX Crews : **1 Of 11 Best Score!** (previously 3 of 11)

★ Highest Ranking ↑ Increased Ranking ↓ Decreased Ranking
↔ No Change == No Previous Comparison Data
*Only scored data is ranked.



Score Details

		Current (01/31/2018)	Previous (01/26/2018)	Difference (% points)
Crews Store Standards		100.00%	100.00%	0.00%
Crews Customer Service		80.00%	80.00%	0.00%
Crews Food Standards		100.00% ↑	80.00%	20.00%
Overall		90.48% ↑	85.71%	4.76%

NOTES:
This scorecard includes data through 2018-Quarter 01-Period 01 ONLY. Ranking, trending, and comparison data may change as additional scores are reported for 2018-Quarter 01-Period 01 and prior.



Crews of Ca Customer Service Shop Quick Service Restaurant

Location **LAX T2 Built Burger** Date of Shop **01/31/2018**
 Shopper Number **100000** Time Entered **07:23 PM**
 Estimated Customers on Arrival **1-5** Time Exited **07:30 PM**
 Score **90.48% (19 / 21)**

Purchases
 Receipt #1 **3177** Cashier Name **Karen**
 Amount **\$14.55**

Crews Store Standards	100.00% (6 of 6)
Were all lights working properly?	Yes 1/1
Was the floor clean?	Yes
Were the tables clean?	Yes 1/1
Were product display areas orderly?	Yes 1/1
Were the product display areas full?	Yes 1/1
Did all employees appear to be in proper uniforms?	Yes 1/1

Crews Customer Service	80.00% (8 of 10)
Were you greeted by an employee in a timely manner? (within one minute)	No 0/1
Did the employee make eye contact with you?	Yes 1/1
Did the employee smile?	Yes 1/1
If you were kept waiting, did the employee apologize for the wait?	No 0/1
Was the employee assisting you wearing a name tag and airport ID?	Yes
Were any employees standing around not working?	No
Did the employee suggest any additional items to your order?	Yes 1/1
How many minutes until your food was served?	
Did you receive a final receipt?	Yes
Were you given the correct change or more change than required (rounding off)?	Yes
Did the employee thank you?	Yes 1/1

Crews Food Standards	100.00% (5 of 5)
Were there any mistakes made in your order?	No 1/1
Was your food served at the proper temperature?	Yes 1/1
Was there anything wrong with the taste of your food?	No 1/1
If so, what was wrong with the taste?	
Were you provided with proper condiments?	Yes 1/1
Were you provided with napkins and utensils?	Yes 1/1

Narrative

We arrived at the location at 7:23 pm. There were three customers in line and four employees observed working. The cashier was a hispanic female who was wearing a name tag that read Karen.

At 7:25 pm the cashier greeted Shopper #1 by asking for his name. He ordered a turkey burger and a bottle of water. The cashier rang the sale for \$14.55 issuing proper change and a receipt.

The burger was prepared by the food prep employee and was served at 7:30 pm.

We exited the location at 7:30 pm.

Attachments

image.jpg



Attachments 2

Attachments 3

2.4 EMPLOYEE TRAINING

2.4.1 DESCRIBE TRAINING AND EDUCATION PROGRAMS

While each of Crews brand offerings are unique in products and style of service, the following principles are the expectation to how we will create a memorable experience for our guest. Through the following training guides and exercises, each team member will be provided our keys to success.

During the initial and ongoing training, our team members there will be things that require additional clarification or even some scenarios that may be completely new that we will have to work through with our team members. We encourage our entire team to trust that the best results come from a collaborative process where the entire team is engaged and dedicated to providing our guest with the most enjoyable experience at all times! **Teamwork makes the dream work! There are no stupid questions and most importantly, there aren't any shortcuts to our success.** Everything you do while at work communicates to our Guest so please be mindful, conscious and most of all present while serving your stewardship of The Tavern at Rancho Park and the ancillary food facilities.

The following bullet points are our core principles and we expect every team member to be aware of them and personify them while on the property:

- We show respect for our guests, our team members and ourselves at all time.
- We will provide a safe and welcoming environment for our guests, our team members and ourselves at all times.
- We will exceed expectations of our guests at every opportunity.
- We will be accountable to our guests, our team members and ourselves at all times.
- We will have fun while at work and have a positive attitude.

OUR PHILOSOPHY:

Genuine hospitality begins with the desire and goal of providing exceptional service at exceptional value, creating a craving for the experience!

People will forget what you said, what you did, but will never forget the way you make them feel! Our Value statement gives our team members a clear understanding of the service we seek to provide and the experience we are creating together!

VALUE STATEMENT

The Tavern at Rancho Park, an American Micro Brew meets “Cal-Fresco” restaurant and bar that offers scratch cooking created by Chef Christian Page and Chef Elia Aboumrad accompanied by brewed on premise craft beer and cocktails to complement the lush greens with a thoughtful approach to guest service.

TRP expects all associates to demonstrate the following characteristics of dedicated professionals:

- **Dependability:** Show up for work on time. This means being in your station, in uniform, ready to work at your scheduled time.
- **Positive Attitude:** Everything we do, from the opening “hello” to the final “thank you” guests receive, reflects our attitude toward guest satisfaction.
- **Team Player:** Cooperate with your fellow team members and management. To function at a peak performance team, individuals must be like-minded, with common values and joined in a common goal. If you’re not helping a guest, help a team member help a guest. The restaurant(s) can only function at its highest level if everyone is working as a team.
- **Personal Appearance:** You represent the restaurant. Uniforms and aprons should be clean and crisp. Shoes should be polished, hair should be pulled up and away from your face, and your fingernails manicured.

Our training program covers not only all of the Crews internal company policies and procedures as outlined in section 2.3.4 above but additionally covers two (2) major pillars of Service/Service Standards:

I. MENU KNOWLEDGE

Our Executive Chef and our partners make all of our recipes. Every item is unique to that concept. Our kitchens have “stations” working together to provide our guests with award-winning menu selections. All of our menu items are prepared fresh daily by a specific station. All team members are expected to become familiar with which items come from each station. “Knowledge creates credibility and confidence.”

In order to feel confident and provide our guests with accurate information about our menus, team member are trained to learn the following:

- **Ingredients**
- **Preparation/cooking methods**
- **Preparation times**
- **Common allergen ingredients** (i.e. onions, garlic, gluten, shellfish and peanuts)

As well as knowing the ingredients, team members are trained to understand how each dish is created. These allow each team member to better showcase and guide our guests through the heart of our operation.

As a team member, you are required to be knowledgeable and able to describe each and every menu item. If team members have any questions, managers keep an open door policy so team member never hesitate to ask. Manager(s) provide the study guides to all team members at orientation. It is crucial that all team members learn each and every ingredient to all menu items and bar drinks to be a successful team member. Extensive testing is provided on the menu through training and during ongoing employment.

ALLERGIES

Many of our guests have special dietary requests or needs. It is your obligation to make sure these needs are met to the best of your ability. To ensure the safety and happiness of our guests, team members are trained to follow these procedures when our guest has an allergy:

- Determine whether the special request made, are a matter of taste or allergy. Please ask, “Is this request due to an allergy to a specific item?”
- If the guest is allergic, it must be rung in using the “allergy” modifier in the POS.
- Follow up with the manager and chef to ensure the message is properly conveyed.

The Tavern at Rancho Park Steps of Service

- **Greeting:** Welcome our guests to the restaurant with a sincere smile and tell them your name.
- **Describe the menu:** be thorough, but brief - determine Dine-In or Take Out?
- **Answer any questions** the guest might have.
- **Take the guest’s order:** Repeat back the order to ensure clarity.
- **Collect Payment:** Payment is collected after food delivery and customer is finished drinking/dining.
- **Deliver the food or beverage** with a smile.
- **Thank the Guest:** Be sincere. Inform them that if they would like anything else feel free to ring our team members using the KallPod service call system so a team member can assist them.

II. SERVICE WITH STYLE

At TRP our main emphasis is always on hospitality and to leave a great lasting impression.

Our mantra comes from Maya Angelou’s quote: “**People will forget what you said, people will forget what you did, but people will never forget how you made them feel.**” Hospitality should be present from the moment the guest arrives. We only have one chance to make a first impression, let’s make it memorable! At the entrance, it begins with a warm smile and eye contact to make the guest know that they are important to us, and we have acknowledged their arrival. When our team members greet the guest at the entrance or anytime throughout their experience, they will make sure to show their friendly personality. In order to ensure our associates provide service with style, our training focuses on areas that include, but are not limited to, the following:

- **Etiquette** (words & phrasing)
- **Greeting & Approach Timing**
- **Menu Tours**
- **Suggesting Beverages**
- **Delivery Time**
- **Suggestive Selling**
- **Accepting Payment**
- **Thanks and Salutation**

2.4.2 DESCRIBE ANY MOTIVATIONAL PROGRAMS AND EMPLOYEE INCENTIVES

Crews and TRP partners believe that **Incentivizing Talented Team Members is one of the most important aspects in running a successful organization. Without incentivizing our talented Team Members, it is very difficult to create a team environment and retain team members that look forward to consistently exhibiting cooperation, teamwork, productivity, self-management, and flexibility.**

Our **Management Incentive Programs** allows for managers and supervisors to share in the overall success of the business based on exceeding budgeted Sales, COGS, Labor, Shrink, and other Key Performance Indicators that are specifically tailored to that manager's position. Bonuses for management and supervisors are payable quarterly.

Incentive programs for hourly associates include recognition for excellent customer service scores, going above and beyond, and perfect attendance. Hourly associates are rewarded for ongoing excellence with pay increases. The company also conducts weekly and monthly contests for attendance and sales goals, average check competition which are also rewarded with a variety of gifts and prizes.

Team members' performance is monitored by their immediate manager, and are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. We believe that affording both our company and team members the opportunity to discuss job performance is critical to a team member having appropriate input into their job and for our company to review how the team member is performing. A formal written performance evaluation will be conducted at the end of ninety (90) days of employment.

The performance review is generally evaluated according to an ongoing twelve (12) month cycle based on the team members' anniversary date of hire. The annual review will be scheduled so that the team member and their manager will have an opportunity to prepare for the review. In addition, informal reviews may occur after a particular project has been completed or during such project, or as TRP management believes is appropriate in order to discuss issues which may arise from the day-to-day operations.

2.4.3 LOCAL RECRUITMENT PLANS AND SOURCES OF NON MANAGEMENT LABOR

The Crews and TRP partners believe that **Recruiting Talented Team Members is one of the most important aspects in running a successful organization.** Without recruiting talented Team Members, it is very difficult to create a team environment that consistently exhibits cooperation, teamwork, productivity, self-management, and flexibility. As a part of our interviewing and selection process, Crews is committed to sourcing and recruiting candidates that possess a warm smile, make good eye contact, and have a positive attitude.

Crews uses various means of staffing, which include but are not limited to: our company website, local headhunters, Craigslist, military base job fairs, job fairs by invitation from direct submittals, WorkSource Hiring Center, and Agile One.

Additionally, with our partnership with St. Joseph's, LA Kitchen, and the Right Way Foundation we are able to utilize their internal training and talent development programs to constantly have talented individuals coming into our organization (See partnership support letters).

Our goal is to recruit candidates who demonstrate the following competencies:

- Guest Focus: Displays eagerness to work or perform services for guests in a friendly, attentive, and caring way.
- Teamwork: Respectfully works with others and takes direction well to achieve excellence regardless of differences.
- Shows Drive: Takes initiative to get the work done and exceed expectations despite challenges.
- Gets Results: Takes pride in work to achieve excellence and delight guests rather than simply completing a task.
- Has Expertise: Pays attention to details that determine results and is capable of completing multiple tasks under pressure.
- Learns Quickly: Demonstrates flexibility and willingness to easily adapt; responds positively to challenges and criticism.

Managers are trained on the following interview and selection guidelines:

- Key Points: Hiring decisions are based upon an applicant's qualifications.
- All questions are job related and unrelated to an applicant's race, color, sex, age, national origin, religion, or disability in evaluating the candidate and making a hiring decision.
- What to look for, or what a successful Team Member profile looks like.
- How to ask questions that will help obtain responses from the applicant for comparison to the success profile.

Interview Prep Process:

- Consider specific staffing needs current and anticipated.
- Review applicant's application; identify areas that need probing or incomplete areas for follow up.
- Identify interview questions to focus on.

During the Interview Process:

- Be enthusiastic, warm, friendly, and informal and use the candidate's name.
 - Use a recruitment brochure as a reference.
 - Observe/listen for the candidate's hot buttons.
 - Listen for specific success stories example from past careers.
 - Share the goals and direction of the company with the candidate and how she/he could contribute to the success of the company.
- Highlight the team environment - share examples of relationships you have built and fun team activities.
- Close the interview; summarize next steps and timing; thank the applicant for applying.

Evaluate the Applicant and Make Hiring Decision:

- Review interview notes, compare applicant to other applicants, review with other management team members, make a joint decision, and check references.
- Extend an offer, what position, and rate of pay, start date, uniform size, and orientation time.

2.5 CONSTRUCTION & FACILITY MAINTENANCE PLAN

DESIGN NARRATIVE

CLUBHOUSE

Rancho Park Golf Course is a landmark for the neighborhood, surrounding community, and Los Angeles as a whole. After entering thru the gates to the parking area guests are greeted by a refreshed building facade, landscape and new restaurant signage. The brand new Sunset Patio [West] with comfortable seating and lively umbrellas provides a great view of the three putting greens.



Entry Foyer - The renovated entry foyer provides a sense of arrival for Clubhouse guests while retaining the historical charm of the building. Here is where guests can meet and choose to dine at the restaurant, duck into the lounge, attend a function at the Special Events Room or continue on to the course.



Guest Restrooms - Remodeled restroom and day locker rooms are reconfigured to provide refreshed facilities serving both golf and restaurant users. Materials and finishes selected for functionality, durability and modern appeal. [Approx. 44 Mens half lockers/26 Women half lockers]



The Tavern Gastropub - Renovated restaurant destined to be the reliable three-meal dining experience guests desire with a modern twist on an old classic. By taking the design components that are recognizably 'diner' and combining them with a fresh and current approach, the result is an up-to-date interpretation of the 'classic diner' feel.

A variety of comfortable seating options accommodate singles, small and large parties. Re-



freshed colors and finishes reflect a clean, contemporary approach. The glass-enclosed kitchen and expert wait staff provide courteous and efficient service. Decorative touches connect with the past and look to the future.

The new center bar creates a new focal point and better unifies the restaurant with the bar

lounge experience. Access to the Sunrise Patio [East] creates a new connection to the course and wonderful new brunch patio experience for golfers and guests alike. [Approx. Interior 150 seats/Exterior 76 seats]

The Tavern Bar & Lounge - Bar and Lounge experience is casual but hip and with the addition of a Microbrewery appeals to both young and old. Center bar provides the focus of the room with a variety of seating options to enjoy both the bar experience and connected to the Sunset Patio [West] with views to the putting greens. [Approx. Interior 30 seats]

The Rancho Room - The new upscale special event venue for up to 240 guests with dance floor



replaces the largely unused Locker Rooms and Pro Shop areas. A pre-function lounge, divisible Main Room with dedicated bar and family games area give great flexibility and draw. The acoustic divider wall allows a greater variety of community and special events to be programmed.

Interior finishes and lighting provide a durable, neutral background for event planning and decoration. [Approx. Interior 240 seats]



EXTERIOR AREAS

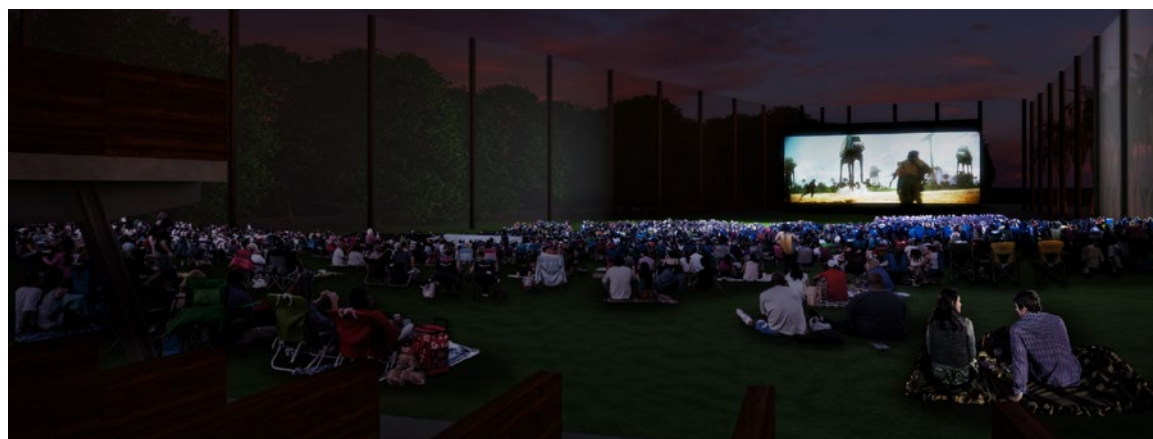
Garden Terrace - Renovating the current lower patio into a Beer Garden provides guests with another option for enjoying the connection to nature that the site provides. [Approx. Exterior 40 seats]



Driving Range The driving range is one of the most successful elements of the current operation because it makes golf accessible to those who do not have the free daytime hours or inclination to spend 5 hours on the course. By expanding on this we expect to draw new types of guests and extend the guest experience until after sundown. Driving range also provides the possibility for alternative programming such as 'Screen on the Green' family movie night or 'Halloween Monster' Shooting Gallery.



Fareways 'Airstream' Cart - A vintage Airstream trailer will be repurposed as the new mobile food cart providing a portable food and beverage experience. By extending the quality Tavern experience to other parts of the course or at specific times we can better serve our guests.



Fareways Halfway Cafe -Conveniently located between Holes #11 and #12, the Halfway Cafe provides a place for a quick refreshment and comfort services. As an extension of the refreshed clubhouse experience, this renovated snack shop now offers expanded food and beverage options and improved service. [Approx. Exterior 12 seats]



2.5.1 DESCRIBE PLAN FOR ONGOING MAINTENANCE AND REPAIRS/REPLACEMENT OF EQUIPMENT AND DISPLAYS AND FIXTURES AND FLOORING

In addition to our internal team members outlined in section 2.2.5 (i.e. VP of Construction, Director of Facility Maintenance and Utilities/Maintenance team members, we utilize reputable local and national subcontractors to provide a variety of maintenance services. Crews currently utilizes the following subcontractors:

Kitchen Equipment - Tech 24 / Industrial Electric
Refrigeration - Downey Refrigeration / Tech 24
Plumbing - Hefflin & Son / Blue Water Plumbing Inc.
HVAC - J & S AC/HVAC
Fire Life Safety - Building Equipment Control, Inc. (BEC)
Kitchen Hoods - ACT
Grease Disposal - Barker Commodities
Electrical - Glow Electrical Co. / Lynch Electric
Deep cleaning - A Perfect Polish

In general, the equipment maintenance work that Crews performs falls into two (2) major categories and includes:

- Preventive Maintenance: Routine inspections, cleaning, replacement of parts.
- Corrective Maintenance: Following a deficiency or breakdown, timely repair.

Crews' eight (8) Los Angeles International Airport locations serves millions of passengers a year and we seek to maintain all facilities in pristine condition. We are able to accomplish this by the implementation of the preventive maintenance schedule provided for your review below. Our Facility Maintenance plan has been designed to serve as a control mechanism to ensure that all equipment and facility as a whole always remain safe and functional at all times. Crews will follow our existing scheduled preventive maintenance monthly or quarterly, depending on the services needed. Below is an initial outline of our opening and ongoing house keeping equipment maintenance work includes:

House Keeping: Regular cleaning completed nightly. Deep cleaning by 3rd party company (A Perfect Polish) completed 2 nights a week.

Corrective Maintenance: Following a deficiency or breakdown, timely repair.

Preventive Maintenance: Routine inspections, cleaning, replacement of parts.

- Grease Trap (Quarterly)
- Kitchen and Bar Equipment (Monthly)
- Pest control (Monthly)
- Audio Visual (Quarterly)
- HVAC/Filtration System (Monthly)
- Fire prevention/Hood System (Monthly)
- Refrigeration (Monthly)
- Information Technology (Quarterly)
- Hood & Filter Cleaning (Weekly/Bi-Weekly/Monthly)

2.5.2 PROVIDE PLAN TO HANDLE DELIVERIES, STORAGE, TRASH REMOVAL AND RECYCLING

DELIVERIES

Years of operating high volume restaurants in airports with limited storage, have allowed our team to establish best practices which seek to receive deliveries at the most opportune times, properly and safely. In operating the food and beverage concessions at Rancho Park, we would seek to achieve the following:

- Receiving deliveries by a dedicated staff dedicated to safe food handling of perishable items with accuracy and efficiency.
- Receiving deliveries early in the morning from 4:00am-7:00am to eliminate deliveries arriving at peak business hours, and minimal impact to the golfer and resident experience.
- Partner with the best in class food purveyors with long operating history and invested interest in our operating success.
- Compliance with LA County Health Department protocol.

STORAGE

On-premise storage of goods to be properly planned from the very beginning, understanding that our ability to be successful is directly tied to the safe storage of food and goods to be sold. Other factors that contribute to our approach to storage are as follows:

- Weekly delivery schedule that establishes a benchmark for receiving and safe storage of products.
- Weekly inventory to ensure our team is only ordering what is needed based upon data and pre-established par levels.
- Support from our 13,000 square ft. commissary/warehouse.
- Dedicated receiving staff who takes ownership of the organization and implementation of first in first out rule for all food and beverage products to insure optimal freshness.

WASTE MANAGEMENT

Solid waste management, including: reduction, reuse, recycling, and use of post-consumer recycled products.

Construction

- Recycle a minimum of 75% non-hazardous construction and demolition waste; identify commingled D&C plus at least three waste streams for directly recycled materials.
- Utilize a minimum of 10% recycled content construction materials.

Operation

- Work with vendors to minimize packaging.
- Utilize recycled, chlorine-free paper goods whenever possible, including post-consumer goods if available.
- Package customer to-go and leftover food in biodegradable, containers that are manufactured, to the extent feasible, with post-consumer stock.
- Donate leftover food that can't be sold to local charities
- Separate waste into mixed recyclables, compostable materials (food, paper goods, etc.) and trash.
- Handle all fats, oils, and grease (FOG) according to code
- Explore use of Goslyn grease traps (used by Costco) to recycle grease for the process of manufacturing biofuel.

WATER AND ENERGY CONSERVATION

Water

- Install interior water-using fixtures that are more efficient than required by Title 24 CALGreen code, where feasible.
- Install drought-tolerant plant material and water efficient irrigation system with weather based controller.
- Explore re-use of bathroom sink and shower greywater for landscape irrigation.

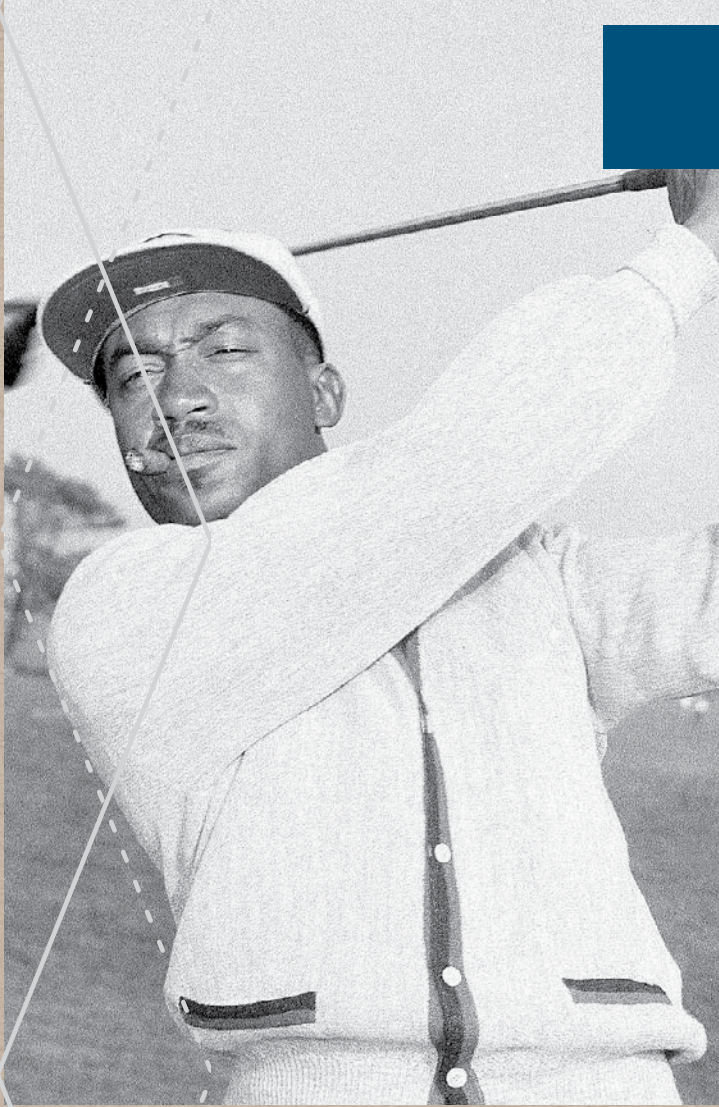
Energy

- Utilize energy model developed early in design to identify most impactful and cost-conscious strategy for energy efficiency design.
- Exceed energy performance required by Title 24, to the extent feasible.
- Utilize natural ventilation as available on site, to maximum extent feasible, including such strategies as cross-ventilation and fans.
- Have project commissioned by third-party commissioning agent (code required).
- Hood & Filter Cleaning (Weekly/Bi-Weekly/Monthly)

2.5.3 DESCRIBE PEST AND RODENT MITIGATION PLANS

Utilize Integrated Pest Management, combining biological, chemical, mechanical, and physical tools in a way that minimizes economic, health, and environmental risks. Professional staff shall be licensed with the CA Association of Pest Control Advisors or the CA Structural Pest Control Board.

EXPERIENCE &
REFERENCES



April 7, 2018

LA Department of Rec & Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 N. Figueroa Street, Suite 300
Los Angeles, CA 90012

RE: Cover Letter for Request for Proposal Golf Course Food & Beverage Concessions (CON-G18-002), Package 1 for Rancho Park Golf Course

Dear Mr. Woo & Ms. Ramos,

The partners from The Tavern at Rancho Park, LLC are pleased to submit this proposal for Package 1 to develop and operate food & beverage concessions at Rancho Park Golf Course. Below please find the requested information to be provided in the Cover Letter:

- **Proposing Company Legal Name:** The Tavern at Rancho Park, LLC
- **Type of Business:** Limited Liability Company
- **Key Names & Position Titles:**
 - Nicholas Buford – President
 - Robert B. Crews Jr. – Chief Executive Officer
 - Rishi Nigam – Chief Operating Officer
 - David Husack – Chief Financial Officer
 - Greg Plummer – SBE Managing Partner
 - Mark Verge – Partner
 - Rob B. Crews III – VP of Development
 - Mort Marshall – VP of Construction
 - Gina Butler – VP of Human Resources

- **Main Point of Contact:**

- Nicholas Buford – nbuford@crews1972.com / o: 310-417-8616 ext. 0 / c: 310-600-6521 / f: 310-417-8655
- 1924 E. Maple Ave, Suite B, El Segundo CA 90245

The proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth in this RFP (including the Exhibits hereto), without exceptions.

We look forward to the opportunity to partner with RAP in elevating the overall dining and facility experience at RAP's 'Crown Jewel' location Rancho Park. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Nicholas Buford
President

Confidential Material
&
Proprietary Information
begins on this page

*The proposer agrees to indemnify and hold harmless the County and its Board of Supervisors, and the State, and each of their respective officers, employees, agents and volunteers (collectively, "**Indemnitees**") from any claims, liability or damages against the County, and to defend any action brought against the Indemnitees for Proposer's failure or refusal to clearly and properly disclose copyrighted material, trade secrets, or other proprietary information. The proposer acknowledges and understands that County may release information in the proposal claimed by Proposer to be exempt from disclosure under the Public Records Act, and that Proposer waives any claims against the County for such release."*

LEVEL 1 COMPLIANCE DOCUMENTS

Compliance Documents and Additional Forms

2.1 Ownership Description

- **2.1.1 Address -** 1924 E Maple Ave, Unit B, El Segundo CA 90245

- **2.1.2 Length in business -** Entity newly formed on 1/31/18 for this Solicitation. The majority owners of The Tavern at Rancho Park, LLC are the same owners of Crews of California, Inc. (established 1994) and other related Crews related entities – Crews LAX1, LLC / Crews LAX2, LLC / Crews DCA, LLC / Crews DCA2, LLC / Crews IAD, LLC and Airport Retail Management, LLC entities (Robert B. Crews Jr., Nicholas Buford, David Husack) (collectively referred to as “Crews entities”).

- **2.1.3 Type of business -** Limited Liability Company (LLC)
- **2.1.4 Size of company -** Crews employs approx. 850+ employees throughout all Crews entities. Crews entities have combined annual sales of approximately \$100 Million.

- **2.1.5 Names of persons responsible for operations -**
 - Nicholas Buford – President/Managing Partner
 - Rishi Nigam – Chief Operating Officer
 - Greg Plummer – Managing Partner (SBE/MBE)

- **2.1.6 Any pending mergers –** None
- **2.1.7 Ownership Information for all proposed subcontractors –**
 - Enjoy Repeat, LLC - Greg Plummer – operational consultant, The Tavern at Rancho Park Managing Partner (SBE/MBE)
 - Six Degrees Marketing – Julie Priceman – Marketing and branding subcontractor (WBE)
 - RCH Construction – General contractor and construction consultant (MBE)
 - Ralph Gentile & Associates – Design Architect (SBE)

2.2 Description of proposing entity's experience in and knowledge of restaurant operations.

- **2.2.1 Description of similar current and past restaurant experience –**

The majority partner and operator of The Tavern at Rancho Park, **Crews**, is a highly experienced local minority Airport Certified Disadvantage Business Enterprise. Crews has been **operating at Los Angeles International Airport (LAX) since 1994** as a mainstay in the concessions program. Currently, Crews has nine (9) Quick Serve Restaurants, Casual Dining, Fast-Casual Dining and Kiosk locations spread across five (5) terminals at LAX that produced sales of over \$50,000,000 in 2017. Crews also has fourteen (14) Casual Dining, travel essential and specialty retail locations in the world's busiest airport Hartsfield-Jackson Atlanta International Airport (ATL) producing annual sales of over \$24,000,000.

In 2015, Crews expanded to Washington, D.C. airports with the opening of three (3) locations including a Quick Serve Restaurant, Bar and Grab n' Go locations at Ronald Regan Washington National Airport (DCA) as well as six (6) retail locations at Washington Dulles International Airport (IAD).

Currently, Crews operates **thirty-three (33) restaurants and retail stores** across four (4) of the busiest airports in the US that consist of a diversified portfolio of 20 leading **local, regional and national brands**. Current brands operated by Crews include, but are not limited to, Rock & Brews, Lemonade, Fresh Brothers Pizza, Pick Up Stix, Ciabatta Bar, Built Counter Burger, Nekter Juice Bar, Klatch Coffee, Cava Mezze Grill, Café Intermezzo (a white-tablecloth restaurant), Savannah Candy Kitchen, Washington Informer and Atlanta Daily World News & Gift. Crews' **highly experienced management team**, headquartered in Los Angeles and led by industry pioneer Bob Crews, who has operated airport concessions since 1972, has a **track record of innovation** and introducing **award-winning retail** and restaurant concepts to airports.

- **2.2.2. Proposer's years of above experience –**

Crews was originally founded forty six (46) years ago in 1972 in New Brunswick, NJ. More recently, the operating/managing partners of The Tavern at Rancho Park and Crews entities have been working together and operating airport restaurants & retail stores for the past ten (10) years, since the award of their current contract at Hartsfield Jackson Atlanta International Airport in 2008.

- **2.2.3 Extent any related experience –**

Additional minority interest partner of The Tavern at Rancho Park, **Mark Verge and The Verge Company**, have been changing the landscape of neighborhoods throughout Los Angeles, creating many of the most popular and successful destinations and businesses today. Mark founded Westside Rentals in 1996, building the dominant player in the rental apartments space in California. **Thirty-one (31) businesses span his diverse portfolio**; comprised of restaurant and bars, hotels, environmental companies, real estate acquisitions and fashion

companies.

The Verge Company's **restaurants and bars include:** Art's Table, Margos, Ashland Hill, The OP Cafe, Shore Bar, 4100 Bar, Arts District Brewing Co., Bar Jackalope, Bar Three Piece, Broadway Bar, Cana Rum Bar, Casey's Irish Pub, Cole's French Dip, Golden Gopher, Fritzzi, Half Step, Honeycut, Las Perlas, Normandie Club, Pellicola Pizzeria, Penny Pound Ice, Seven Grand DTLA, Seven Grand SD, The Rooms At Walker Inn, The Varnish and Tony's Saloon. The Hotels includes: Venice on the Beach Hotel, American Hotel, Ocean Park Hotel and The Hotel Hollywood.

The Verge Company partnership with **Cedd Moses, co-own "213," a nightlife** development and management company and **driving force in LA's urban revival.** Their popular downtown Los Angeles watering holes—Cole's, Casey's, Las Perlas, Cana, Seven Grand, and The Varnish, et al, built in the bones of Historic Downtown's classic architecture, are a magnet for over 1,500,000 young, discerning drinkers annually seeking to satisfy their evolving taste for high quality spirits and handcrafted cocktails. Verge company Westside restaurants (such as Margo's, Art's Deli, Ashland Hill and OP Cafe) share a **guests-first philosophy, drawing neighborhood crowds** in LA's most food-and-fitness conscious communities.

- **2.2.4 Additional information that demonstrates your qualifications –**

The partnership between Crews, The Verge Company/213 Hospitality and Chef Christian Page combine the best of a local non-traditional (i.e. airport operator) high volume restaurant operator with a local traditional (i.e. located in Downtown to the Westside communities) high volume restaurant operator. **The Tavern at Rancho Park majority owner and managing/operating partner Crews combined with the minority owners/partner team far exceeds the required minimum of ten (10) years successful experience in developing and operating a high-volume restaurants** (i.e., trendy cuisine, skillfully prepared and served, with expanded beverage options, in an enhanced setting).

The Tavern at Rancho Park ownership and executive team are perfectly positioned to partner with The City of Los Angeles Department of Recreation and Parks to execute and exceed the Department of Recreation and Parks vision of delivering a unique and exciting concept that will enhance the property and provide an ambient, relaxing dining experience with banquet facility (to be added) to serve both golfers as well as non-golfers alike.

2.3 Contracts History (include contact information for all contracts listed):

- **2.3.1 List of all contracts commenced and terminated, for whatever reasons, during the most recent twelve (12) months, along with an explanation of the reasons for the termination –**
 - None applicable for The Tavern at Rancho Park, LLC or any Crews related entities.
- **2.3.2 List of all contracts which terminated during 2016, along with an explanation of the reasons for the termination –**
 - See attached chart with terminated contracts in 2016.

2.4 Current Operations:

- **2.4.1 Employee hiring and promotion policies.**

Hiring Practices

- Crews believes that Recruiting and Incentivizing Talented Team Members is one of the most important aspects in running a successful organization. Without recruiting talented team members, it is very difficult to create a team environment that will consistently exhibit cooperation, teamwork, productivity, self-management, and flexibility. As a part of our interviewing and selection process, The Tavern at Rancho Park is committed to sourcing and recruiting candidates that possess a warm smile, make good eye contact, and have a positive attitude.
- Crews uses various means of staffing, which include but are not limited to: our company website, local headhunters, Craigslist, military base job fairs, job fairs by invitation from direct submittals, WorkSource Hiring Center, and Agile One. Additionally, with our partnership with LA Kitchen, and the Right Way Foundation we are able to utilize their internal training and talent development programs to constantly have talented individuals coming into our organization.
 - *Additional details provided in the Management & Operations Plan, section 2.4. Employee Training*

Promotion Policies

- Team members' performance is monitored by their immediate manager, and are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. We believe that affording both our company and team members the opportunity to discuss job performance is critical to a team member having appropriate input into their job and for our company to review how the team member is performing. A formal written performance evaluation will be conducted at the end of ninety (90) days of employment.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Proposing Entity: The Tavern at Rancho Park, LLC

Contractor's Name: Crews of California, Inc.

List all contracts which terminated during 2016:

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Westfield Concessions Management, LLC & Crews of California, Inc.	380 World Way Suite 5310 LA CA 90045	Khalia Moore or Caitlin Bryant	(310) 646-1770	(310) 481-8411
Name or Contract No.	Reason for Termination:			
Space No. T1-TMP49 & T1-TMP52	Locations were originally awarded and opened in 1994 with a direct contract with LAWA (LAA-7428). The term of the contract was scheduled to end based on the terminal remodel and phasing of new concession spaces managed by Westfield.			
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	Reason for Termination:			

- The performance review is generally evaluated according to an ongoing twelve (12) month cycle based on the team members' anniversary date of hire. The annual review will be scheduled so that the team member and their manager will have an opportunity to prepare for the review.
 - Promotions in title and pay are made throughout the year as positions become available and at annual performance reviews. Open positions are posted in the back of house of the operations. Positions are also posted on the company internal human resources website (i.e. Paycom). Team members can be apply for newly posted jobs on their own accord and/or management can recommend/nominate candidates for promotions. Promotions are offered to the most qualified candidate that meet/exceed the job requirements while embodying the company's vision and mission.
 - In addition, informal reviews may occur after a particular project has been completed or during such project, or as The Tavern at Rancho Park management believes is appropriate in order to discuss issues which may arise from the day-to-day operations.
 - Our Management Incentive Programs allows for managers and supervisors to share in the overall success of the business based on exceeding budgeted Sales, COGS, Labor, Shrink, and other Key Performance Indicators that are specifically tailored to that manager's position. Bonuses for management and supervisors are payable quarterly.
 - Incentive programs for hourly associates include recognition for excellent customer service, going above and beyond, and attendance. Hourly associates are also rewarded with pay increases. The company also conducts weekly contests for attendance and sales goals, which are also rewarded with a variety of gifts and prizes.
- **2.4.2 Methods and controls for accounting**
 - The Crews Finance and Accounting team is based in its business office in Las Vegas, Nevada. It has a team of 11 experienced staff with substantial industry experience, including a VP of Finance who is a CPA/MBA with public accounting and broad-based industry experience as well as a Controller with over six years of experience with the Crews family of companies alone. A full financial audit has been completed with an independent auditing firm for 3 years running, with an unqualified audit opinion being issued each time, and no significant weaknesses in internal controls being identified.
 - The Company utilizes accrual basis of accounting methods for all its companies, and the industry standard fiscal period approach of 5/4/4 method to ensure comparability to budget and prior fiscal periods. An annual budget is prepared for each fiscal period, and it is updated quarterly as a standard for evaluating performance and comparison to prior years. The accounting system utilized by company is the robust MicroSoft NAV, with

its Point of Sales (POS) systems in use being MICROS for food & beverage units and MicroSoft RMS for the retail side of the business.

2.5 References

- **2.5.1 Business References** - See attached chart with references
- **2.5.2 Financial References** – See attached chart with references

2.5.1 Business References 2.5.2 Financial References

Proposing Entity: The Tavern at Rancho Park, LLC
Contractor's Name: Crews of California, Inc / Crews LAX1, LLC / Crews LAX2, LLC

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm Los Angeles World Airports & Crews of California, Inc	Address of Firm 1 World Way LA CA 90045	Contact Person Georginnah Navarette or Debbie Bowers	Telephone # (424) 646-7240	Fax # (310)481-8411
Name or Contract No. LAWA F&B Agreement (LAA-8547/LAA-8547/LAA-8548)	# of Years / Term of Contract Oct 21, 2010 to June 30, 2023	Type of Service LAX F&B Concessions Services	Dollar Amt. \$22,100,000 Annual Sales	
2. Name of Firm Westfield, LLC & Crews LAX1, LLC	Address of Firm 380 World Way Suite 5310 LA CA 90045	Contact Person Khalia Moore or Caitlin Bryant	Telephone # (310)646-1770	Fax # (310)481-8411
Name or Contract No. Contract #Crews-2014T1 Space No. 154	# of Years / Term of Contract Jan. 3, 2016 - Jan. 3, 2026	Type of Service LAX F&B Concessions Services	Dollar Amt. \$11,100,000 Annual Sales	
3. Name of Firm Westfield, LLC & Crews LAX2, LLC	Address of Firm 380 World Way Suite 5310 LA CA 90045	Contact Person Khalia Moore or Caitlin Bryant	Telephone # (310)646-1770	Fax # (310)481-8411
Name or Contract No. Contract #Crews-2014T2 Space No. 233,234,235,236	# of Years / Term of Contract Apr. 22, 2015 - Apr. 22, 2025	Type of Service LAX F&B Concessions Services	Dollar Amt. \$11,200,000 Annual Sales	
4. Name of Firm Marketplace Washington, LLC & Crews DCA, LLC	Address of Firm Ronald Reagan Washington National Airport Terminal A, Suite 282	Contact Person Susan Drury or Jaqueline Camplisson	Telephone # (417)703-1572	Fax # (703)417-1575
Name or Contract No. End Pier Terminal B Lease Space Nos. B-EP1,B-EP3, B-EP4	# of Years / Term of Contract Feb 27, 2015 - Feb 28, 2022	Type of Service Washington Reagan National Airport Retail and F&B Concessions Services	Dollar Amt. \$3,500,000 Annual Sales	
5. Name of Firm Marketplace Washington, LLC & Crews DCA2, LLC	Address of Firm Ronald Reagan Washington National Airport Terminal A, Suite 282	Contact Person Susan Drury or Jaqueline Camplisson	Telephone # (703)417-1572	Fax # (703)417-1575
Name or Contract No. C002 Space No.	# of Years / Term of Contract June 26, 2015 - June 30, 2022	Type of Service Washington Reagan National Airport Quick Serve F&B Concessions Services	Dollar Amt. \$3,500,000 Annual Sales	

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm Los Angeles World Airports & Crews of California, Inc	Address of Firm 1 World Way LA CA 90045	Contact Person Georginnah Navarette or Debbie Bowers	Telephone # (424) 646-7240	Fax # (310) 481-8411
Name or Contract No. LAWA F&B Agreement (LAA-8547/LAA-8547/LAA-8548)	# of Years / Term of Contract Oct 21, 2010 to June 30, 2023	Type of Service LAX F&B Concessions Services		Dollar Amt. \$22,100,000 Annual Sales
2. Name of Firm Westfield, LLC & Crews LAX1, LLC	Address of Firm 380 World Way Suite 5310 LA CA 90045	Contact Person Khalia Moore or Caitlin Bryant	Telephone # (310) 646-1770	Fax # (310) 481-8411
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Name or Contract No. Contract #Crews-2014T2 Space No. 233,234,235,236	# of Years / Term of Contract Apr. 22, 2015 - Apr. 22, 2025	Type of Service LAX F&B Concessions Services		Dollar Amt. \$11,200,000 Annual Sales
4. Name of Firm Marketplace Washington, LLC & Crews DCA, LLC	Address of Firm Ronald Reagan Washington National Airport Terminal A, Suite 282	Contact Person Susan Drury or Jaqueline Camplisson	Telephone # (703) 417-1572	Fax # (703) 417-1575
Name or Contract No. End Pier Terminal B Lease Space Nos. B-EP1, B-EP3, B-EP4	# of Years / Term of Contract Feb 27, 2015 - Feb 28, 2022	Type of Service Washington Reagan National Airport Retail and F&B Concessions Services		Dollar Amt. \$3,500,000 Annual Sales
5. Name of Firm Marketplace Washington, LLC & Crews DCA2, LLC	Address of Firm Ronald Reagan Washington National Airport Terminal A, Suite 282	Contact Person Susan Drury or Jaqueline Camplisson	Telephone # (703) 417-1572	Fax # (703) 417-1575
Name or Contract No. MWAA-4-12-C002 Space No. B-34	# of Years / Term of Contract June 26, 2015 - June 30, 2022	Type of Service Washington Reagan National Airport Quick Serve F&B Concessions Services		Dollar Amt. \$3,500,000 Annual Sales

3.0 Financial Capacity

- **3.1 Good Standing**

- See Good Standing Certificate for The Tavern at Rancho Park, LLC (following pages)
- See 2016 Audited Financials for Crews of California, Inc. (see confidential/proprietary financials in Business Plan 1.0 Capital Finance Plan)

- **3.2 Amount of Investment Required**

- **3.2.1 Amount of Investment to begin operations as proposed (to include):**

- Performance Deposit – \$25,000
- Inventory:
 - Glass/China/Flatware - \$30,500
 - Food and NAB - \$55,741
 - Beer, Wine & Alcohol - \$12,158
- Equipment:
 - Kitchen Equipment - \$180,000
 - Furniture - \$100,000
 - Audio Visual/Security - \$40,000
- Operating Supplies:
 - Small wares - \$13,650
 - Cleaning supplies – \$5,000
 - Office Supplies – \$1,500
 - Store Supplies – \$8,450
- Improvements:
 - Initial Total Capital Expenditure - \$2,700,000
- Training:
 - Uniforms - \$4,550
 - Total Labor (Wages, Benefits, Recruiting, Insurance) - \$75,090
- Others (list):
 - Legal - \$12,500
 - Travel - \$2,250

- **3.3 Source of Funding**

- **3.3.1 Operations to be funding based on the following:**

- The Tavern at Rancho Park, LLC is to be funded from 1) Internal Crews Cash Flow, 2) Minority Equity Partner Investments and 3) Bank/Private Equity Financed Loan(s).

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: THE TAVERN AT RANCHO PARK, LLC

FILE NUMBER: 201803210143
FORMATION DATE: 01/31/2018
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
February 1, 2018.

A handwritten signature in black ink that reads "Alex Padilla".

ALEX PADILLA
Secretary of State

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CREWS OF CALIFORNIA, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS R.
B. CREWS, INC.

FILE NUMBER: C1913425
REGISTRATION DATE: 09/23/1994
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 23, 2018.


A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

- **3.3.2 Total Amount of Funding from each Source:**
 - Crews Entities Internal Cash Flow - \$1,000,000 - \$2,000,0000
 - Equity Partner Cash Investment – \$1,000,000 Cash and/or deposited funds in bank to support Letter of Credit for Bank Loan
 - Initial Bank/Private Equity Financed loan - \$2,500,000 - \$3,000,000
 - Secondary Bank/Private Equity Financed loan - \$1,500,000 (Year 3 to complete Special Event Space – ‘The Rancho Room’)
- **3.4 Financial Documentation**
 - 3.4.1 Bank statements –
 - As The Tavern at Rancho Park, LLC is newly formed for the purposes of responding to this RFP, it has no operating history nor does it have any bank statements, assets or liabilities. Rather it is comprised of the individuals and entities noted above that possess the track records, experience and financial wherewithal to successfully deliver on the vision presented herein. Crews is comprised of numerous affiliated restaurants, each of which is operated by a separate entity. As noted, the Crews entities will make available financial information regarding its affiliated operations upon request in connection with the RFP provided that the material must be reviewed at the offices of Crews in Los Angeles, and may not be copied or removed from the premises of review. Given concerns about privacy and security, the financial information for Crews must be preserved in a confidential manner and therefore cannot be disclosed other than in a controlled environment without duplication or circulation to third parties. It would jeopardize the privacy and security of Crews and the partners if this information were to be come public. Nevertheless, on the following pages please find the list of Crews entities bank accounts and bank contact information.

Wells Fargo Account Summary for Crews of California & Affiliates

 Account Number	Account Name
000004093206381	IAD- Operating
000004093206399	IAD- Merchant
000004093206407	IAD- Petty Cash
000004093206415	IAD- Payroll
000004093206423	DCA- Operating
000004093206431	DCA- Merchant
000004093206449	DCA- Petty Cash
000004093206456	DCA- Payroll
000004093206464	DCA- Beverage
000004094196193	DCA2- Beverage
000004125007070	DCA2- Operating
000004125007096	DCA2- Merchant
000004125016949	DCA2- Petty Cash
000004125016956	DCA2- Payroll
000004125016964	LAX1- Operating
000004125016972	LAX1- Merchant
000004125016980	LAX1- Petty Cash
000004125016998	LAX1- Payroll
000004546742115	Crews of California- Merchant
000004546742123	Crews of California- Operating
000004546742131	Crews of California Petty Cash
000004546742149	Crews of California- Payroll
000004546742156	Crews of Cali- Construction

 Account Number	Account Name
000004546742190	Crews of Call- Construction
000004546742164	LAX2- Merchant
000004546742172	LAX2- Operating
000004546742180	LAX2- Petty Cash
000004546742198	LAX2- Payroll
000004546742206	Crews Enterprises- Operating
000004546742214	Crews Enterprises- Payroll
000004611740986	308- Bijoux Ternier
000004612070722	ARM- Operating
000004612070755	111- Biconic
000004612070771	205- Savannah Candy Kitchen
000004612070789	206- Cafe Intermezzo
000004612070805	207- Buckhead Books
000004612070813	210 I-Travel
000004612070821	213- Panda Veranda
000004612070839	302- Buckhead Market
000004612070847	305- Savannah Candy Kitchen
000004612070862	307- ATL Today
000004612071142	309- Atlanta Daily World
000004612071159	311- ATL Today
000004612071167	401- Atlanta Daily World
000004612071175	410- ATL Today
000004612071183	ARM- Merchant
000004612071191	ARM- Payroll
000004612071209	ARM- Beverage
000004612071217	ARM- Petty Cash

Contact at Crews:

Kevin Woodward – VP Of Finance

Email: kwoodward@crews1972.com

Phone: 702.243.2264 Ext 104

Contact at Wells Fargo:

Ann Newman – Relationship Manager

Email: ann.newman1@wellsfargo.com

Phone: 770.304.3250

- 3.4.2 Loan documentation –
 - See documentation on following page(s).
- 3.4.3 Other Source of Funding – See supporting letter in 3.4.2 and Crews of California, Inc. audited financials in Business Plan 1.0 Capital Finance section.



1924 E Maple Ave Unit B El Segundo CA 90245

O 310.417.8616 F 310.417.8655 *INNOVATING THE TRAVELERS EXPERIENCE SINCE 1972*

The entity that is responding to the RFP is The Tavern at Rancho Park, LLC (“TARP”), a California Limited Liability Company. Its Managers are Robert B. Crews Jr. and Nicholas Buford. Its members are Mark Verge, David Husack, Greg Plummer, and Rob Crews III. Robert B. Crews Jr. owns 100% of the stock in Crews of California, Inc., whose audited financials are provided in the original copy and will be the guarantor for this loans for this project. Crews of California currently has a debt facility for up to \$40M in secured debt financing for concession projects with H.I.G. Whitehorse. H.I.G. Whitehorse is an affiliate of H.I.G. Capital, a \$17.0 billion private equity firm focused on investments in middle market businesses.

As TARP is newly formed for the purposes of responding to this RFP, it has no operating history nor does it have any assets or liabilities. Rather it is comprised of the individuals, Crews entities and investors noted above that possess the track records, experience and financial wherewithal to successfully deliver on the vision presented herein. However, because of their high profile and substantial financial resources, those same individuals are unwilling to circulate their personal financial statements or executed loan documents as part of this RFP response process. They are more than willing to provide financial information as part of a private presentation relevant on the basis that the viewer will satisfy themselves that TARP and Crews meet the RAP’s requirements but will not take the information with them.

That being said, obviously should TARP be the successful respondent to the RFP, it will be sufficiently funded to undertake all aspects of the process to deliver the final TARP design and operation that is contemplated herein. The Principals described above who make up the ownership of TARP have demonstrated previously throughout their respective careers the ability to follow through on financial and operating commitments made at various levels and on numerous occasions.

Sincerely,

Nicholas Buford
Manager

Robert B. Crews Jr.
Manager

Confidential Material
&
Proprietary Information
ends on this page

540		540	5	7	7	1
380		380	4	4	5	7
353	4	353	4	4	5	11
504	5	504	5	5	7	9
326	4	326	4	4	7	13
170	3	170	3	3	4	15
422	4	422	5	5	6	3
405	4	340	4	4	5	5
143	3	143	3	3	4	17

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, Nicholas Buford

being first duly sworn, deposes and states: That the undersigned

President
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of The Tavern at Rancho Park, LLC
(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Subscribed and sworn to before me this 09th day of

April, 2018 by Nicholas Buford
(Month / Year)

[Signature]
(Notary Public)

[Signature]
(Signature)

President
(Title)

4/9/18
(Date)

PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Disposition of Proposals


All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal."



Signature of person authorized to bind proposer

4 / 7 / 2018
Date

SECTION C**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

INSTRUCTIONS:

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

NB

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Recreation and Park		Stanley Woo	(213)202-5670
City Department/Division Awarding Contract	City Contact Person	Phone	
Golf Course Food & Beverage/CON-G18-002/Package 1			
City Bid or Contract Number (if applicable) and Project Title			

BIDDER/CONTRACTOR INFORMATION

The Tavern at Rancho Park, LLC			
Bidder/Proposer Business Name			
1924 E. Maple Ave, Unit B	El Segundo	CA	90245
Street Address	City	State	Zip
Nicholas Buford	o:310-417-8616 or c:310-600-6521		or f:310-417-8655
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Nicholas Buford, President
 Print Name, Title


 Signature

4/7/2018
 Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: 01/31/2018 State of formation: California

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Nicholas Buford

Greg Plummer

Robert B. Crews Jr.

David Husack

Robert Crews III

Mark Verge

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes **No**

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes **No**

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes **No**

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes **No**

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
 Yes No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

The Tavern at Rancho Park, LLC = 1 month
 Crews of California, Inc. = 24 years

7. How many years has your firm been in business? _____ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

(c) Employment-related litigation brought by an employee?

Yes **No**

14. Does your firm have any outstanding judgements pending against it?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Nicholas Buford, President

Print Name, Title



Signature

4 / 7 / 2018

Date

City of Los Angeles Responsibility Questionnaire

Attachment A

C. Ownership and Name Changes

1. Owners and officers of affiliated firm that are listed below are also owners and officers of Proposing Entity The Tavern at Rancho Park, LLC:
 - a. Nicholas Buford
 - b. Robert B. Crews Jr.
 - c. David M. Husack
 - d. Robert B. Crews III

2. Owners, partners, officers listed above have operated similar businesses in the past five (5) years for the entities listed below:
 - a. Crews of California, Inc. - 1924 E. Maple Ave, Suite B, El Segundo CA 90249
 - b. Crews LAX1, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - c. Crews LAX2, LLC- 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - d. Crews DCA, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - e. Crews DCA2, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - f. Crews IAD, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - g. Airport Retail Management, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249

3. N/A

4. Various City licenses are currently held in the name of a corporation:
 - a. Crews of California, Inc. - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - b. Crews LAX1, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - c. Crews LAX2, LLC- 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - d. Crews DCA, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - e. Crews DCA2, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - f. Crews IAD, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249
 - g. Airport Retail Management, LLC - 1924 E. Maple Ave, Unit B, El Segundo CA 90249

Attachment B

E. Performance History

8. **Contracts with City of LA for the last ten (10) years**

- a. Crews of California, Inc. / LA Airport Retail Concessions / Contracted Minimum Annual Guaranteed Rent = \$3,625,00 / 1994 - 2015
- b. Crews of California, Inc. / LA Airport F&B Concessions / Contracted Minimum Annual Guaranteed Rent = \$941,000 / 2012 - 2023

9. **Contracts with other private or government entities in past five (5) years**

- a. Crews LAX1, LLC / Westfield LAX F&B Airport Concessions / Contracted Minimum Annual Guaranteed Rent = \$1,610,000/ 2016 - 2026
- b. Crews LAX2, LLC / Westfield LAX F&B Airport Concessions / Contracted Minimum Annual Guaranteed Rent = \$1,100,004 / 2015 - 2025
- c. Airport Retail Management LLC / HJAIA Airport Retail & F&B Concessions / Contracted Minimum Annual Guaranteed Rent = \$3,576,106/ 2008 - 2019
- d. Crews IAD, LLC / Marketplace IAD Airport Retail Concessions / Contracted Minimum Annual Guaranteed Rent = \$874,000 / 2014 - 2022
- e. Crews DCA, LLC / Marketplace DCA Airport Retail & F&B Concessions / Contracted Minimum Annual Guaranteed Rent = \$522,600 / 2015 - 2022
- f. Crews DCA 2, LLC / Marketplace DCA Airport F&B Concessions / Contracted Minimum Annual Guaranteed Rent = \$472,000 / 2015 - 2022

10. **Contracts terminated in the past five (5) Years**

- a. Crews of California, Inc. & Westfield Concessions Management, LLC Retail Concessions leases (Lease # T1-TMP49 and T1-TMP52) for legacy news & gift retail locations in Terminal 1 at LAX. These locations were originally opened in 1994 on five (5) years original term. The terminal was remodeled, the concessions space layouts were changed and the contract term was scheduled to end based on the terminal remodel phasing.

F. Disputes

13. (c) Employee-related litigation brought by an employee
 - a. See corresponding chart on following page.

The Tavern at Rancho Park, LLC
 Affiliated Entities Litigation History

Please note, per F. 13, the below listed cases include the five (5) years of matters that proceeded to court litigation
 Crews of California, Inc & Affiliated Entities Past 5 Year of Litigation

Date	Litigation Type and Court	Outcome/Status
3/3/14	LA Superior Court Mita Hosain v. LAWA (LAWA brought Hudson & Crews of California, Inc. in per Lease)	Crews & Hudsons insurance policy covered suit and settled in conjunction w/ LAWA and Hossain for \$10K
9/11/15	LA Superior Court Ledyá Linton vs. Crews of California, Inc. lawsuit alleging discrimination due to on the job injury (L. Linton)	Lawsuit dismissed with prejudice; settled for \$20k all inclusive.
9/7/14	LA Superior Court J. Gantner vs Lemonade Restaurant Group (Crews was later joined by plaintiff) alleging wrongful termination	Crews negotiated a dismissal w/o appearing in case or paying any settlement. LRG later prevailed at jury trial.

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 94765 EIN/TIN: _____
Company Name: The Tavern at Rancho Park, LLC
Company Address: 1924 E. Maple Avenue Unit. B
City: El Segundo State: CA Zip: 90245
Contact Person: Nicholas Buford Phone: 310-417-8616 E-mail: nbuford@crews1972.com
Approximate Number of Employees in the United States: 850
Approximate Number of Employees in the City of Los Angeles: 400

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Nicholas Buford, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature.*

Nicholas

First name

Buford

Last name

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

INSTRUCTIONS:

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

NB

CON-G18-002 - Rancho Park Golf Course Food and Beverage Concession

This opportunity is eligible for the Business Inclusion Outreach Program. [Review your Summary Sheet here](#)

Subcontractor Outreaches

Subcontractor	Address	Phone	Outreach Date
424410 - General Line Grocery Merchant Wholesalers			
ChocoVivo, LLC	12469 W Washington Blvd, Culver City, CA 90066	3104637878	03/21/18
Costco Business Center	12530 Prairie Avenue, Hawthorne, CA 90250	(310)220-8826	03/21/18
Ikoku international DVBE	1018 South Montebello Blvd #B, P.O Box 338, Montebello, CA 90640	323-376-0853	03/21/18
Jetwrap, Inc. MBE	3610 Central Avenue, Suite 203, Riverside, CA 92506	951-787-7755	03/21/18
SUNSET SURVIVAL & FIRST AID, INC. SBE (LA), EBE, DBE, VSBE (Harbor)	16835 Algonquin St. , Ste. 142, Huntington Beach, CA 92649	7143698096	03/21/18
541211 - Offices of Certified Public Accountants			
Amheart Solutions SBE (LA), EBE, DVBE, VSBE (Harbor)	100 Oceangate, Suite 1120, Long Beach, CA 90802-4414	7148694756	03/21/18
Arambula Business & Accounting Services, Inc.	PO Box 180447, Los Angeles , CA 90018	3109511929	03/21/18
BCA Watson Rice LLP EBE, VSBE (Harbor)	21250 Hawthorne Blvd., Suite 150, Torrance, CA 90503	310-792-4640	03/21/18
CAK INTERNATIONAL, LLC	220 NEWPORT CENTER DRIVE, 11- 239, NEWPORT BEACH, CA 92660	866-367-2256	03/21/18
Canon Business Process Services	1055 West 7th Street, Suite 1600, Los Angeles, CA 90017	213-629-6790	03/21/18
Collins & Company CPA	PO Box 561111,		


MBE,WBE	Los Angeles, CA 90056	8773239768	03/21/18
Executive Financial Enterprises, Inc. WBE	1606 Argyle Avenue , Los Angeles, CA 90028	323-9665300	03/21/18
Fresh out of college	1349 Rollins Drive, los angeles, CA 90063	213-744-9367	03/21/18
Grassano Jr. & Rodriguez	PO Box 5782, Glendale, CA 91221	818-507-7869	03/21/18
Information Design Consultants, Inc. MBE,WBE,SBE (LA),EBE,DBE,LBE,VSBE (Harbor)	222 W. 6th Street, Suite 400, San Pedro, CA 90731	8884324373	03/21/18
Jeanne M Berry CPA an Accountancy Corp	3506 W Magnolia Blvd, Burbank, CA 91505	8188421352	03/21/18
Lien On Me, Inc.	PO Box 91630, Pasadena, CA 91109	626-921-1120	03/21/18
Mark S Freedman, CPA, Inc. SBE (LA),SLB	8949 Reseda Blvd Ste 123, Northridge, CA 91324	8183416115	03/21/18
Mofrad Financial Solutions	3255 Wilshire Blvd., Los Angeles, CA 90010	(213) 388-8400	03/21/18
MSW Consultants	27393 Ynez Road, Unit 259, Temecula, CA 92591	951-694-4001	03/21/18
NUNEZ & ASSOCIATES, INC. MBE,WBE,SBE (LA),EBE,DBE,VSBE (Harbor)	3711 N HARBOR BLVD, SUITE B, FULLERTON, CA 92835	714-525-8500	03/21/18
Paradigm Payroll Services LLC MBE,WBE,SBE (LA),EBE,DBE,SLB,LBE,VSBE (Harbor)	1410 Brett Pl., Unit 237, San Pedro, CA 90732	3107928696	03/21/18
Qiu Accountancy Corporation MBE,SBE (LA),EBE,DBE,LBE,VSBE (Harbor)	3580 Wilshire Blvd., Suite 1126, Los Angeles, CA 90010	213-387-1818	03/21/18
Quantum Business Solutions, Inc	939 S Hill St, Unit 331, Los Angeles, CA 90015	3105027450	03/21/18
RTJ CPA, P.C. MBE,DBE	PO BOX 11612, Marina del Rey, CA 90295	2132226120	03/21/18
Salinas Consulting, LLC MBE	633 W Fifth Street, Suite 900, Los Angeles, CA 90071	8186353291	03/21/18
SDG Financial Services, LLC MBE,WBE,DBE,LBE	3602 Inland Empire Blvd, Bldg C Suite 200, . Ontario, CA 91764	6266167790	03/21/18
Sotomayor & Associates MBE,DBE	150 S LOS ROBLES AVE STE 450, PASADENA, CA 91101	6263974900	03/21/18
TrueAsset Business Consulting MBE,WBE	22815 Ventura Blvd #208, Woodland Hills, CA 91364	8662508558	03/21/18
Valued Accounting Services	5156 Windermere Ave, Los Angeles, CA 90041	888-210-9873	03/21/18

Ziba Soroudi, CPA WBE,LBE	201 Wilshire Blvd., Atrium Floor, Santa Monica, CA 90401	310-458-9850	03/21/18
541214 - Payroll Services			
Heart Solutions SBE (LA), EBE, DVBE, VSBE (Harbor)	100 Oceangate, Suite 1120, Long Beach, CA 90802-4414	7148694756	03/21/18
BCA Watson Rice LLP EBE, VSBE (Harbor)	21250 Hawthorne Blvd., Suite 150, Torrance, CA 90503	310-792-4640	03/21/18
CAK INTERNATIONAL, LLC	220 NEWPORT CENTER DRIVE, 11- 239, NEWPORT BEACH, CA 92660	866-367-2256	03/21/18
Canon Business Process Services	1055 West 7th Street, Suite 1600, Los Angeles, CA 90017	213-629-6790	03/21/18
Collins & Company CPA MBE, WBE	PO Box 561111, Los Angeles, CA 90056	8773239768	03/21/18
CSW Funding LLC DBA Construction Service Workers MBE, WBE, DBE	2741 Lemon Grove AVE, Unit 202, Lemon Grove, CA 91945	619-303-6890	03/21/18
Enterprise Resource Services, Inc.	400 Continental Bl., 6th Floor, El Segundo, CA 90245	424-888-3771	03/21/18
Executive Financial Enterprises, Inc. WBE	1606 Argyle Avenue , Los Angeles, CA 90028	323-9665300	03/21/18
Fresh out of college	1349 Rollins Drive, los angeles, CA 90063	213-744-9367	03/21/18
Grassano Jr. & Rodriguez	PO Box 5782, Glendale, CA 91221	818-507-7869	03/21/18
Information Design Consultants, Inc. MBE, WBE, SBE (LA), EBE, DBE, LBE, VSBE (Harbor)	222 W. 6th Street, Suite 400, San Pedro, CA 90731	8884324373	03/21/18
Jeanne M Berry CPA an Accountancy Corp	3506 W Magnolia Blvd, Burbank, CA 91505	8188421352	03/21/18
JLM Strategic Talent Partners MBE, WBE, DBE, LBE	111 W. Ocean Blvd, Long Beach, CA 90802	8662408607	03/21/18
Lien On Me, Inc.	PO Box 91630, Pasadena, CA 91109	626-921-1120	03/21/18
Mark S Freedman, CPA, Inc. SBE (LA), SLB	8949 Reseda Blvd Ste 123, Northridge, CA 91324	8183416115	03/21/18
Mofrad Financial Solutions	3255 Wilshire Blvd., Los Angeles, CA 90010	(213) 388-8400	03/21/18
M Y Consultants	27393 Ynez Road, Unit 259, Temecula, CA 92591	951-694-4001	03/21/18
New Beginnings Consulting, LLC	4080 Glencoe Ave, Unit 115, Marina del Rey, CA 90292	3107700715	03/21/18

NUNEZ & ASSOCIATES, INC. MBE,WBE,SBE (LA),EBE,DBE,VSBE (Harbor)	3711 N HARBOR BLVD, SUITE B, FULLERTON, CA 92835	714-525-8500	03/21/18
Paradigm Payroll Services LLC MBE,WBE,SBE (LA),EBE,DBE,SLB,LBE,VSBE (Harbor)	1410 Brett Pl., Unit 237, San Pedro, CA 90732	3107928696	03/21/18
Partners In Diversity, Inc. DBE,LBE	P.O. Box 654, South Pasadena , CA 91031	6267930020	03/21/18
Qiu Accountancy Corporation MBE,SBE (LA),EBE,DBE,LBE,VSBE (Harbor)	3580 Wilshire Blvd., Suite 1126, Los Angeles, CA 90010	213-387-1818	03/21/18
Quantum Business Solutions, Inc	939 S Hill St, Unit 331, Los Angeles, CA 90015	3105027450	03/21/18
RTJ CPA, P.C. MBE,DBE	PO BOX 11612, Marina del Rey, CA 90295	2132226120	03/21/18
Salinas Consulting, LLC MBE	633 W Fifth Street, Suite 900, Los Angeles, CA 90071	8186353291	03/21/18
SDG Financial Services, LLC MBE,WBE,DBE,LBE	3602 Inland Empire Blvd, Bldg C Suite 200, Ontario, CA 91764	6266167790	03/21/18
TrueAsset Business Consulting MBE,WBE	22815 Ventura Blvd #208, Woodland Hills, CA 91364	8662508558	03/21/18
Valued Accounting Services	5156 Windermere Ave, Los Angeles, CA 90041	888-210-9873	03/21/18
Ziba Soroudi, CPA WBE,LBE	201 Wilshire Blvd., Atrium Floor, Santa Monica, CA 90401	310-458-9850	03/21/18
561720 - Janitorial Services			
818 Maids, Inc.	14040 Ventura Blvd., Suite 2B, Sherman Oaks, CA 91423	8186466243	03/21/18
Air Management Industries WBE,SBE (LA),EBE,DBE,VSBE (Harbor)	8351 Elm AVE, Unit 102, Rancho Cucamonga, CA 91730	909-945-0041	03/21/18
Alient Management Firm SLB	4012 Santo Tomas Dr , D, Los Angeles, CA 90008	6263790045	03/21/18
Alpha Lion Distributors MBE,DBE	710 N. Northwood Ave, Compton, CA 90220	3102133108	03/21/18
Anna's Cleaning Service	11110 Lorne St. Apt. 146, Sun Valley, CA 91352	8183142643	03/21/18
Avery Group, Inc.	400 West Redondo Beach Blvd, Suite C, Gardena, CA 90245	3102171070	03/21/18
Barragan Professional Window Cleaning MBE,LBE	10313 Walnut Ave, South Gate, CA 90280	323-360-3361	03/21/18
Base Hill, Inc. dba Jan Point	11823 E. Slauson Suite 3,	2134253070	03/21/18

MBE,DBE	Santa Fe Springs, CA 90670		
BriteWorks Inc. MBE,WBE,DBE	620 N. Commercial Ave., Covina, CA 91723	626-3370099	03/21/18
Facility Maintenance of Tomorrow LLC	1901 Newport Blvd. , suite 350, Costa Mesa, CA 92627	877-880-4110	03/21/18
ChocoVivo,LLC	12469 W Washington Blvd, Culver City, CA 90066	3104637878	03/21/18
Cleaning Care Corporation	6701 Eton Ave #114, Canoga Park, CA 91303	2132655733	03/21/18
Commercial Cleaning Services	7095 Hollywood BLVD, Suite 771, Hollywood, CA 90028	323-375-7733	03/21/18
DECON-1 MBE,SBE (LA),EBE,VSBE (Harbor)	23371 Mulholland Dr. #204, Woodland Hills, CA 91364	3109904493	03/21/18
Decor Interior Design, Inc. MBE,WBE,DBE	2937 East 4th Street, Los Angeles, CA 90033	3102892186	03/21/18
Delta Window Cleaning Co, Inc.	2062 Walsh Ave #A, Santa Clara, CA 95050	408-727-2225	03/21/18
Dial General Engineering SBE (LA),EBE,DVBE,VSBE (Harbor)	2226 Alta Vista, Bakersfield, CA 93305	6613015611	03/21/18
Diamond In The Rough Group Corporation	12397 SILVER SADDLE DR, rancho cucamonga, CA 91739	909-941-4844	03/21/18
Executive-Suite Services, Inc. SBE (LA),EBE,SLB,LBE,VSBE (Harbor)	19025 Parthenia ST, Suite 200, Northridge, CA 91324	818-993-6300	03/21/18
Final Cleaning Solutions inc MBE,DBE	13630 Clark Avenue, Bellflower, CA 90706	5627166169	03/21/18
House Keepers N Action MBE,WBE	4626 Presidio Drive, Los Angeles, CA 90008	3232917103	03/21/18
Innovative Federal Operations group, LLC.	160 E Vista Way, Suite B, Vista, CA 92084	760-542-7767	03/21/18
ittoukoku international DVBE	1018 South Montebello Blvd #B, P.O Box 338, Montebello, CA 90640	323-376-0853	03/21/18
Lee's Maintenance Service, Inc. MBE,LBE	14740 Keswick ST, Van Nuys, CA 91405	818-988-6644	03/21/18
NMS Management, Inc DBE	155 W. 35th St, Suite A, National City, CA 91950	6194250440	03/21/18
Safe Step Solutions SBE (LA),EBE,SLB,VSBE (Harbor)	5319 Elm Avenue, Long Beach, CA 90805	5629009510	03/21/18
Sparkling Clean Cleaning Services and Carpet Care MBE,WBE,DBE,LBE	4708 Crenshaw Blvd Suite 202, Los Angeles, CA 90043	3232903935	03/21/18

Ultimate Maintenance Services, Inc. MBE,SBE (LA),EBE,DBE,SLB,VSBE (Harbor)	4237 Redondo Beach Blvd, Lawndale, CA 90260	3105421474	03/21/18
722511 - Full-Service Restaurants			
ChocoVivo,LLC	12469 W Washington Blvd, Culver City, CA 90066	3104637878	03/21/18
NMS Management, Inc DBE	155 W. 35th St, Suite A, National City, CA 91950	6194250440	03/21/18
Safe Step Solutions SBE (LA),EBE,SLB,VSBE (Harbor)	5319 Elm Avenue, Long Beach, CA 90805	5629009510	03/21/18
812331 - Linen Supply			
A and M Uniforms, Inc.	1655 26th Street , Santa Monica, CA 90404	310-394-6400	03/21/18
A UNIFORM COMPANY SBE (LA),EBE,VSBE (Harbor)	19119 AMBER VALLEY DR, WALNUT, CA 91789	6262053860	03/21/18
G&K Services	10943 Pendleton ST, Sun Valley, CA 91352	818-612-8007	03/21/18
Innovative Federal Operations group, LLC.	160 E Vista Way, Suite B, Vista, CA 92084	760-542-7767	03/21/18
Integrated Resource Management Services LBE	10455 Mapledale Street, Bellflower, CA 90706	562 335 7301	03/21/18
ittoukoku international DVBE	1018 South Montebello Blvd #B, P.O Box 338, Montebello, CA 90640	323-376-0853	03/21/18
Kleen Kraft Services	P.O. Box 911209, Commerce, CA 90040	3237267676	03/21/18
LA Towel & Linen Service SBE (LA),EBE,SLB,LBE,VSBE (Harbor)	818 S La Brea Ave, Inglewood, CA 90301	3106735060	03/21/18
NMS Management, Inc DBE	155 W. 35th St, Suite A, National City, CA 91950	6194250440	03/21/18
Specialty Film & Packaging WBE	32032 Via Oso, Trabuco Canyon, CA 92679	949-697-2973	03/21/18
812332 - Industrial Launderers			
A and M Uniforms, Inc.	1655 26th Street , Santa Monica, CA 90404	310-394-6400	03/21/18
A UNIFORM COMPANY SBE (LA),EBE,VSBE (Harbor)	19119 AMBER VALLEY DR, WALNUT, CA 91789	6262053860	03/21/18
G&K Services	10943 Pendleton ST, Sun Valley, CA 91352	818-612-8007	03/21/18
	160 E Vista Way, Suite B,		

Innovative Federal Operations group, LLC.	Vista, CA 92084	760-542-7767	03/21/18
Integrated Resource Management Services LBE	10455 Mapledale Street, Bellflower, CA 90706	562 335 7301	03/21/18
 .koku international DVBE	1018 South Montebello Blvd #B, P.O Box 338, Montebello, CA 90640	323-376-0853	03/21/18
Kleen Kraft Services	P.O. Box 911209, Commerce, CA 90040	3237267676	03/21/18
LA Towel & Linen Service SBE (LA), EBE, SLB, LBE, VSBE (Harbor)	818 S La Brea Ave, Inglewood, CA 90301	3106735060	03/21/18
NMS Management, Inc DBE	155 W. 35th St, Suite A, National City, CA 91950	6194250440	03/21/18
UniFirst Corporation	16434 Pioneer BLVD, Norwalk, CA 90650	562-9262377	03/21/18

Rancho Park Golf Course Food and Beverage Concession

[View Summary Sheet with only responses](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work Area								
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DBE	SLB	LBE
424410	General Line Grocery Merchant Wholesalers	3	5	1	0	1	1	1	4	1	0	0
541211	Offices of Certified Public Accountants	20	26	10	8	6	6	1	14	7	2	5
541214	Payroll Services	20	29	11	10	6	6	1	16	9	2	6
561720	Janitorial Services	25	28	11	5	6	6	2	16	9	4	4
812331	Linen Supply	7	10	0	1	2	2	1	9	1	1	2
812332	Industrial Launderers	7	10	0	0	2	2	1	10	1	1	2

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the BAVN's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

BIP Supporting Documents

Uploaded	File Name	Notes
03/27/18	RanchoGolf Six Degrees Crews_proposal (executed).pdf Edit Delete	Six Degrees contract.
03/27/18	CREWS_RanchoMisc[2].pdf Edit Delete	Six Degrees contract (2).
03/27/18	17-029 Rancho Park RFP FINAL.pdf Edit Delete	Ralph Gentile Architects contract.

[Upload BIP Summary Sheet supporting documents](#)

Bids Submitted by Sub-Contractors

--

No Sub-Contractors bid has been submitted.

Prime Contractor Summary

Company Summary			
Vendor ID:	94765	Tax ID:	
Name:	The Tavern at Rancho Park, LLC	BTRC:	
Address:	1924 E. Maple Avenue Unit. B El Segundo , CA 90245	Certs:	
Phone	3104178616		
Fax	3104178655		

Company Staff				
Name	E-mail	Phone	Fax	Title
Buford , Nicholas (Main Contact)	nbuford@crews1972.com	3106006521		President

BIP Outreach Submission Checklist

- You must perform your BIP outreach by **03/28/18 12:00 AM**, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by **04/12/18 4:30 PM**, at which point you will no longer be able to edit this form and it will be considered final.
- Where possible, outreach to DBEs, DVBEs, EBEs, LBEs, MBEs, SBEs(LA), SLBs, and WBEs in each of the required areas of work
- You may want to outreach and list LBEs to take advantage of the Local Bid Preference
- List ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project and/or ALL those who have submitted sub-bids
- Make sure all subcontractors/suppliers listed on the Bidder's Summary Sheet have the following complete information:
 - ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
 - That all "verbal" subbids are substantiated with hard quotes;
 - Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid;
 - Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
 - That a brief reason is given for selection/non-selection of a subcontractor/supplier;
 - That the subcontractor (or Prime)/supplier is selected for every work area;
 - That the "incomplete" subbids were clearly defined as to why they were considered incomplete;
- This Summary Sheet was created on 03/21/2018 11:14 AM by Nicholas Buford and last saved on 03/27/2018 11:33 AM by Nicholas Buford

BIP Summary Sheet

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection	
24410: General Line Grocery Merchant Wholesalers				[Edit this section]	
1.	ChocoVivo, LLC (310) 463-7878 [Q]	03/21/18		No Response	Awaiting quote.
2.	Costco Business Center (310) 220-8826 [Q]	03/21/18		No Response	Awaiting quote.
3.	Jetwrap, Inc. (951) 787-7755 certs: MBE [Q]	03/21/18		No Response	Awaiting quote.
4.	SUNSET SURVIVAL & FIRST AID, INC. (714) 369-8096 certs: SBE, EBE, DBE [Q]	03/21/18		No Response	Awaiting quote.
5.	ittoukoku international (323) 376-0853 certs: DVBE [Q]	03/21/18		No Response	Awaiting quote.
541211: Offices of Certified Public Accountants				[Edit this section]	
6.	Amheart Solutions (714) 869-4756 certs: SBE, EBE, DVBE [Q]	03/21/18		No Response	Awaiting quote.
7.	Arambula Business & Accounting Services, Inc. (310) 951-1929 [Q]	03/21/18		No Response	Awaiting quote.
8.	BCA Watson Rice LLP (310) 792-4640 certs: EBE [Q]	03/21/18		No Response	Awaiting quote.
9.	CAK INTERNATIONAL, LLC (866) 367-2256 [Q]	03/21/18		No Response	Awaiting quote.
10.	Canon Business Process Services (213) 629-6790 [Q]	03/21/18		No Response	Awaiting quote.

11.	Collins & Company CPA (877) 323-9768 certs: MBE,WBE [Q]	03/21/18	No Response	Awaiting quote.
12.	Executive Financial Enterprises, Inc. (323) 966-5300 certs: WBE [Q]	03/21/18	No Response	Awaiting quote.
13.	Fresh out of college (213) 744-9367 [Q]	03/21/18	No Response	Awaiting quote.
14.	Grassano Jr. & Rodriguez (818) 507-7869 [Q]	03/21/18	No Response	Awaiting quote.
15.	Information Design Consultants, Inc. (888) 432-4373 certs: MBE,WBE,SBE,EBE,DBE,LBE [Q]	03/21/18	No Response	Awaiting quote.
16.	Jeanne M Berry CPA an Accountancy Corp (818) 842-1352 [Q]	03/21/18	No Response	Awaiting quote.
17.	Lien On Me, Inc. (626) 921-1120 [Q]	03/21/18	No Response	Awaiting quote.
18.	MSW Consultants (951) 694-4001 [Q]	03/21/18	No Response	Awaiting quote.
19.	Mark S Freedman, CPA, Inc. (818) 341-6115 certs: SBE,SLB [Q]	03/21/18	No Response	Awaiting quote.
20.	Mofrad Financial Solutions (213) 388-8400 [Q]	03/21/18	No Response	Awaiting quote.
21.	NUNEZ & ASSOCIATES, INC. (714) 525-8500 certs: MBE,WBE,SBE,EBE,DBE [Q]	03/21/18	No Response	Awaiting quote.
22.	Paradigm Payroll Services LLC (310) 792-8696 certs: MBE,WBE,SBE,EBE,DBE,SLB,LBE	03/21/18	No Response	Awaiting quote.

		[Q]			
23.	Qiu Accountancy Corporation (213) 387-1818 certs: MBE,SBE,EBE,DBE,LBE	[Q]	03/21/18	No Response	Awaiting quote.
24.	Quantum Business Solutions, Inc (310) 502-7450	[Q]	03/21/18	No Response	Awaiting quote.
25.	RTJ CPA, P.C. (213) 222-6120 certs: MBE,DBE	[Q]	03/21/18	No Response	Awaiting quote.
26.	SDG Financial Services, LLC (626) 616-7790 certs: MBE,WBE,DBE,LBE	[Q]	03/21/18	No Response	Awaiting quote.
27.	Salinas Consulting, LLC (818) 635-3291 certs: MBE	[Q]	03/21/18	No Response	Awaiting quote.
28.	Sotomayor & Associates (626) 397-4900 certs: MBE,DBE	[Q]	03/21/18	No Response	Awaiting quote.
29.	TrueAsset Business Consulting (866) 250-8558 certs: MBE,WBE	[Q]	03/21/18	No Response	Awaiting quote.
30.	Valued Accounting Services (888) 210-9873	[Q]	03/21/18	No Response	Awaiting quote.
31.	Ziba Soroudi, CPA (310) 458-9850 certs: WBE,LBE	[Q]	03/21/18	No Response	Awaiting quote.
541214: Payroll Services					[Edit this section]
	Amheart Solutions (714) 869-4756 certs: SBE,EBE,DVBE	[Q]	03/21/18	No Response	Awaiting quote.
	BCA Watson Rice LLP				

-	(310) 792-4640 certs: EBE [Q]	03/21/18	No Response	Awaiting quote.
-	CAK INTERNATIONAL, LLC (866) 367-2256 [Q]	03/21/18	No Response	Awaiting quote.
32.	CSW Funding LLC DBA Construction Service Workers (619) 303-6890 certs: MBE,WBE,DBE [Q]	03/21/18	No Response	Awaiting quote.
-	Canon Business Process Services (213) 629-6790 [Q]	03/21/18	No Response	Awaiting quote.
-	Collins & Company CPA (877) 323-9768 certs: MBE,WBE [Q]	03/21/18	No Response	Awaiting quote.
33.	Enterprise Resource Services, Inc. (424) 888-3771 [Q]	03/21/18	No Response	Awaiting quote.
-	Executive Financial Enterprises, Inc. (323) 966-5300 certs: WBE [Q]	03/21/18	No Response	Awaiting quote.
-	Fresh out of college (213) 744-9367 [Q]	03/21/18	No Response	Awaiting quote.
-	Grassano Jr. & Rodriguez (818) 507-7869 [Q]	03/21/18	No Response	Awaiting quote.
-	Information Design Consultants, Inc. (888) 432-4373 certs: MBE,WBE,SBE,EBE,DBE,LBE [Q]	03/21/18	No Response	Awaiting quote.
34.	JLM Strategic Talent Partners (866) 240-8607 certs: MBE,WBE,DBE [Q]	03/21/18	No Response	Awaiting quote.
	Jeanne M Berry CPA an			

-	Accountancy Corp (818) 842-1352 [Q]	03/21/18		No Response	Awaiting quote.
	Lien On Me, Inc. (626) 921-1120 [Q]	03/21/18		No Response	Awaiting quote.
-	MSW Consultants (951) 694-4001 [Q]	03/21/18		No Response	Awaiting quote.
-	Mark S Freedman, CPA, Inc. (818) 341-6115 certs: SBE,SLB [Q]	03/21/18		No Response	Awaiting quote.
-	Mofrad Financial Solutions (213) 388-8400 [Q]	03/21/18		No Response	Awaiting quote.
-	NUNEZ & ASSOCIATES, INC. (714) 525-8500 certs: MBE,WBE,SBE,EBE,DBE [Q]	03/21/18		No Response	Awaiting quote.
35.	New Beginnings Consulting, LLC (310) 770-0715 [Q]	03/21/18		No Response	Awaiting quote.
-	Paradigm Payroll Services LLC (310) 792-8696 certs: MBE,WBE,SBE,EBE,DBE,SLB,LBE [Q]	03/21/18		No Response	Awaiting quote.
36.	Partners In Diversity, Inc. (626) 793-0020 certs: DBE,LBE [Q]	03/21/18		No Response	Awaiting quote.
-	Qiu Accountancy Corporation (213) 387-1818 certs: MBE,SBE,EBE,DBE,LBE [Q]	03/21/18		No Response	Awaiting quote.
-	Quantum Business Solutions, Inc (310) 502-7450 [Q]	03/21/18		No Response	Awaiting quote.
-	RTJ CPA, P.C. (213) 222-6120 certs: MBE,DBE	03/21/18		No Response	Awaiting quote.

		[Q]			
-	SDG Financial Services, LLC (626) 616-7790 certs: MBE,WBE,DBE,LBE	[Q]	03/21/18	No Response	Awaiting quote.
-	Salinas Consulting, LLC (818) 635-3291 certs: MBE	[Q]	03/21/18	No Response	Awaiting quote.
-	TrueAsset Business Consulting (866) 250-8558 certs: MBE,WBE	[Q]	03/21/18	No Response	Awaiting quote.
-	Valued Accounting Services (888) 210-9873	[Q]	03/21/18	No Response	Awaiting quote.
-	Ziba Soroudi, CPA (310) 458-9850 certs: WBE,LBE	[Q]	03/21/18	No Response	Awaiting quote.
561720: Janitorial Services					[Edit this section]
37.	818 Maids, Inc. (818) 646-6243	[Q]	03/21/18	No Response	Awaiting quote.
38.	Air Management Industries (909) 945-0041 certs: WBE,SBE,EBE,DBE	[Q]	03/21/18	No Response	Awaiting quote.
39.	Alient Management Firm (626) 379-0045 certs: SLB	[Q]	03/21/18	No Response	Awaiting quote.
40.	Alpha Lion Distributors (310) 213-3108 certs: MBE,DBE	[Q]	03/21/18	No Response	Awaiting quote.
41.	Anna's Cleaning Service (818) 314-2643	[Q]	03/21/18	No Response	Awaiting quote.
42.	Avery Group, Inc. (310) 217-1070	[Q]	03/21/18	No Response	Awaiting quote.
	Barragan Professional				

43.	Window Cleaning (323) 360-3361 certs: MBE,LBE [Q]	03/21/18		No Response	Awaiting quote.
44.	Base Hill, Inc. dba Jan Point (213) 425-3070 certs: MBE,DBE [Q]	03/21/18		No Response	Awaiting quote.
45.	BriteWorks Inc. (626) 337-0099 certs: MBE,WBE,DBE [Q]	03/21/18		No Response	Awaiting quote.
46.	Building Maintenance of Tomorrow LLC (877) 880-4110 [Q]	03/21/18		No Response	Awaiting quote.
-	ChocoVivo,LLC (310) 463-7878 [Q]	03/21/18		No Response	Awaiting quote.
47.	Cleaning Care Corporation (213) 265-5733 [Q]	03/21/18		No Response	Awaiting quote.
48.	Commercial Cleaning Services (323) 375-7733 [Q]	03/21/18		No Response	Awaiting quote.
49.	DECON-1 (310) 990-4493 certs: MBE,SBE,EBE [Q]	03/21/18		No Response	Awaiting quote.
50.	Decor Interior Design, Inc. (310) 289-2186 certs: MBE,WBE,DBE [Q]	03/21/18		No Response	Awaiting quote.
51.	Delta Window Cleaning Co, Inc. (408) 727-2225 [Q]	03/21/18		No Response	Awaiting quote.
52.	Dial General Engineering (661) 301-5611 certs: SBE,EBE,DVBE [Q]	03/21/18		No Response	Awaiting quote.
53.	Diamond In The Rough Group Corporation (909) 941-4844 [Q]	03/21/18		No Response	Awaiting quote.

54.	Executive-Suite Services, Inc. (818) 993-6300 certs: SBE,EBE,SLB,LBE [Q]	03/21/18	No Response	Awaiting quote.
55.	Final Cleaning Solutions inc (562) 716-6169 certs: MBE,DBE [Q]	03/21/18	No Response	Awaiting quote.
56.	House Keepers N Action (323) 291-7103 certs: MBE,WBE [Q]	03/21/18	No Response	Awaiting quote.
57.	Innovative Federal Operations group, LLC. (760) 542-7767 [Q]	03/21/18	No Response	Awaiting quote.
58.	Lee's Maintenance Service, Inc. (818) 988-6644 certs: MBE,LBE [Q]	03/21/18	No Response	Awaiting quote.
59.	NMS Management, Inc (619) 425-0440 certs: DBE [Q]	03/21/18	No Response	Awaiting quote.
60.	Safe Step Solutions (562) 900-9510 certs: SBE,EBE,SLB [Q]	03/21/18	No Response	Awaiting quote.
61.	Sparkling Clean Cleaning Services and Carpet Care (323) 290-3935 certs: MBE,WBE,DBE,LBE [Q]	03/21/18	No Response	Awaiting quote.
62.	Ultimate Maintenance Services, Inc. (310) 542-1474 certs: MBE,SBE,EBE,DBE,SLB [Q]	03/21/18	No Response	Awaiting quote.
-	ittoukoku international (323) 376-0853 certs: DVBE [Q]	03/21/18	No Response	Awaiting quote.
812331: Linen Supply				[Edit this section]
	A UNIFORM COMPANY			

63.	(626) 205-3860 certs: SBE,EBE [Q]	03/21/18	No Response	Awaiting quote.
64.	A and M Uniforms, Inc. (310) 394-6400 [Q]	03/21/18	No Response	Awaiting quote.
65.	G&K Services (818) 612-8007 [Q]	03/21/18	No Response	Awaiting quote.
-	Innovative Federal Operations group, LLC. (760) 542-7767 [Q]	03/21/18	No Response	Awaiting quote.
66.	Integrated Resource Management Services (562) 335-7301 certs: LBE [Q]	03/21/18	No Response	Awaiting quote.
67.	Kleen Kraft Services (323) 726-7676 [Q]	03/21/18	No Response	Awaiting quote.
68.	LA Towel & Linen Service (310) 673-5060 certs: SBE,EBE,SLB,LBE [Q]	03/21/18	No Response	Awaiting quote.
-	NMS Management, Inc (619) 425-0440 certs: DBE [Q]	03/21/18	No Response	Awaiting quote.
69.	Specialty Film & Packaging (949) 697-2973 certs: WBE [Q]	03/21/18	No Response	Awaiting quote.
-	ittoukoku international (323) 376-0853 certs: DVBE [Q]	03/21/18	No Response	Awaiting quote.
812332: Industrial Launderers				[Edit this section]
-	A UNIFORM COMPANY (626) 205-3860 certs: SBE,EBE [Q]	03/21/18	No Response	Awaiting quote.
-	A and M Uniforms, Inc. (310) 394-6400 [Q]	03/21/18	No Response	Awaiting quote.

-	G&K Services (818) 612-8007 [Q]	03/21/18		No Response	Awaiting quote.
-	Innovative Federal Operations group, LLC, (760) 542-7767 [Q]	03/21/18		No Response	Awaiting quote.
-	Integrated Resource Management Services (562) 335-7301 certs: LBE [Q]	03/21/18		No Response	Awaiting quote.
-	Kleen Kraft Services (323) 726-7676 [Q]	03/21/18		No Response	Awaiting quote.
-	LA Towel & Linen Service (310) 673-5060 certs: SBE,EBE,SLB,LBE [Q]	03/21/18		No Response	Awaiting quote.
-	NMS Management, Inc (619) 425-0440 certs: DBE [Q]	03/21/18		No Response	Awaiting quote.
70.	UniFirst Corporation (562) 926-2377 [Q]	03/21/18		No Response	Awaiting quote.
-	ittoukoku international (323) 376-0853 certs: DVBE [Q]	03/21/18		No Response	Awaiting quote.
Prime Contractors		Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
722511 : Full-Service Restaurants					[Edit this section]
-	ChocoVivo,LLC (310) 463-7878 [Q]	03/21/18		No Response	
-	NMS Management, Inc (619) 425-0440 DBE [Q]	03/21/18		No Response	
-	Safe Step Solutions (562) 900-9510 SBE,EBE,SLB [Q]	03/21/18		No Response	
Extended List		Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection

Other Work Areas					[Edit this section]
71.	Ralph Gentile Architects * (323) 954-8291 [P]		02/12/18	\$20,500.00	Contact was made by Nicholas Buford on 10/30/17 via telephone and e-mail.
72.	Richard C. Honore Construction, Inc * (714) 529-5654 [P]		02/12/18	No-Submittal	Contact was made by Nicholas Buford on 10/30/17 via telephone and e-mail. Proposed construction bid amount \$2.4M.
73.	Six Degrees LA * (323) 617-5431 WBE [P]		02/12/18	\$23,000.00	Initial contact was made by Nicholas Buford. Contact was made on 10/30/2017 via telephone and e-mail. Selection of contractor was based on quality of service.
74.	Enjoy Repeat, Inc. (310) 717-3150 MBE,DBE [P]		02/12/18	No-Submittal	Contact was made by Nicholas Buford on 10/30/2017 via telephone ad e-mail. Bid Amount: equity SBE partner.

LEGEND

- * Listed sub has been selected by the prime to work on this opportunity.
- [o] Outreach was sent by the prime to the sub. Click the link for details. Contact will count towards your outreach goals.
- [s] Sub self-submitted their quote to the prime. Contact will count towards your outreach goals.
- [P] Prime manually added the sub to the sheet. Contact will not count towards your outreach goals.
- Company already listed under a previous work area.

CERTIFICATIONS

- DBE: Disadvantaged Business Enterprise
- DVBE: Disabled Veteran Business Enterprise
- EBE: Emerging Business Enterprise
- LBE: Local Business Enterprise
- MBE: Minority-Owned Business Enterprise
- SBE: Small Business Enterprise (Los Angeles)
- SLB: Small Local Business
- WBE: Women-Owned Business Enterprise

CERTIFICATIONS

DBE: Disadvantaged Business Enterprise

DVBE: Disabled Veteran Business Enterprise

EBE: Emerging Business Enterprise

LB: Local Business Enterprise

MBE: Minority-Owned Business Enterprise

SBE: Small Business Enterprise (Los Angeles)

SLB: Small Local Business

WBE: Women-Owned Business Enterprise



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.*

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: CON-G18-002	Awarding Authority (Department): City of Los Angeles Department of Recreation and Park
---	--

Name of Bidder: The Tavern at Rancho Park, LLC	Phone: 310-417-8616 / 310-600-6521
--	--

Address: 1924 E. Maple Ave Suite B El Segundo, CA 90245

Email: nbuford@crews1972.com / greg.plummer@enjoyrepeat.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 4/7/2018

Signature: 

Name: Nicholas Buford

Title: President



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): CON-G18-002	Date Bid Submitted: April 11, 2018
---	--

Description of Contract (title of RFP and services to be provided):
Request for Proposal for Golf Course Food & Beverage Concessions

City Department Awarding the Contract:
City of Los Angeles Department of Recreation and Park

BIDDER INFORMATION

Name: The Tavern at Rancho Park, LLC

Address: 1924 E. Maple Ave. Suite B El Segundo, CA 90245

Email: nbuford@crews1972.com /greg.plummer@enjoyrepeat.com Phone: 310-417-8616

SCHEDULE SUMMARY

Please complete all three of the following:

- SCHEDULE A — Bidder's Principals (check one)**
 - The bidder is the individual listed above and has no other principals (Schedule A is not required).
 - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.
- SCHEDULE B — Subcontractors and Their Principals (check one)**
 - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
 - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.
- TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** 3

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 4/7/2018 Signature:

Name: Nicholas Buford

Title: President



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: Nicholas Buford Title: President
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Robert B. Crews Jr. Title: CEO
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: David Husack Title: CFO
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Rishi Nigam Title: COO
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Deborah Crews Title: Chief Designer
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Rob B. Crews III Title: VP of Development
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Greg Plummer Title: SBE Managing Partner
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: Mark Verge Title: Equity Partner
 Address: 1924 E. Maple Ave. Unit B, El Segundo CA 90245

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1980
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: At this time, there are no confirmed and contracted
Address: subcontractors with contracts of value greater than \$100,000

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.
- Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. THE TAVERN AT RANCHO PARK, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> C Corporation	
<input checked="" type="checkbox"/> S Corporation	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 1924 E. Maple Avenue Unit. B	Requester's name and address (optional)
6 City, state, and ZIP code El Segundo, CA 90245	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2/27/13
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above Crews of California	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 8685 W. Sahara Ave. Suite 280	Requester's name and address (optional)
City, state, and ZIP code Las Vegas, NV 89117	
List account number(s) here (optional)	

email: ocoudin@crewsent.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	2	-	3	3	0	0	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Sylvia Carlson

Date ▶

12/16/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> The Tavern at Rancho Park, LLC ~		<i>BTRC (or n/a)</i> in application
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Nicholas Buford		
<i>Date Executed</i> 4/7/2018	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

FINANCIAL OFFER FORM

Rancho Park

Monthly Rent Commitment

In Year One of this Concession Agreement, for and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a monthly concession fee of the greater of:

One twelfth of a Minimum Annual Guarantee of **(amount entered below must be at least \$100,000):**

\$100,000 annually (broken down to \$8,333.33 a month)

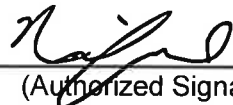
or

A percentage of gross sales by category as shown below:

CATEGORY (not all may apply)	PERCENTAGE OFFERED BY PROPOSER (spell out percentage)
Food and non-alcoholic beverages	Six (6 %)
Alcohol	Six (6 %)
Special Events	Six (6 %)
Vending Machines	Six (6 %)
Other #1 (Define: _____)	(%)
Other #2 (Define: _____)	(%)

THE MINIMUM ANNUAL GUARANTEE FOR YEARS TWO THROUGH TEN IS THE GREATER OF 103% OF THE PREVIOUS YEAR'S MAG OR 90% OF THE ACTUAL PAID RENT FOR THE PREVIOUS CONTRACT YEAR.

Prepared By:



(Authorized Signature)

The Tavern at Rancho Park, LLC

(Company Name)

4 / 7 / 2018

(Date)

Nicholas Buford

(Print Name)

President

(Title)

CAPITAL INVESTMENT FORM

Rancho Park

Proposer The Tavern at Rancho Park, LLC

Capital Investment Offer

1. Proposed Capital Investment for Leasehold Improvements (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES) \$ 3,463,902 (A)

Description	Amount
Electrical	\$ 379,000
Millwork	\$ 111,600
Demolition	\$ 55,800
Grease Interceptor	\$ 150,000
Plumbing	\$ 99,994
Flooring	\$ 145,080
ACT ceiling	\$ 90,396
Sprinklers	\$ 40,009
Duct HVAC	\$ 122,760
Back Deck + Trellis	\$ 62,300
Enlarge Windows	\$ 20,000
Front Patio	\$ 11,997
Finishes	\$ 61,380
Roofing Repairs	\$ 12,000
General Conditions	\$ 196,050
Phase 1 (A) - Main Restaurant	
Phase 1(B) - Entry + Bathrooms/Lounge	All in (Finishes/plumbing/electrical/flooring/mechanical/sprinkler/demo/equipment)
	\$ 220,050
Phase 2 - Half Way House	All in cost
	\$ 12,000
Electrical	\$ 206,850
Demolition	\$ 59,100
Plumbing	\$ 59,100
Millwork	\$ 118,200
Flooring	\$ 153,660
ACT ceiling	\$ 95,742
Sprinklers	\$ 42,375
Doors/Windows	\$ 49,000
Duct HVAC	\$ 130,020
Finishes	\$ 65,010
Roofing Repairs	\$ 8,000
Folding Partition	\$ 30,000
General Conditions	\$ 196,050
	<i>general liability insurance</i> 1.80% \$ 52,261
	<i>builders risk insurance</i> 2.00% \$ 58,070
	<i>profit & overhead</i> 8.50% \$ 246,799
	<i>Contingency</i> 7.00% \$ 203,247
Total	\$ 3,463,902

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES) \$ 559,956 (B)

Description	Amount
Kitchen Equipment - Half Way House/Bar	\$ 181,000
Furniture	\$ 100,440
Audio Visual / Security	\$ 40,000
Signage on Building	\$ 37,000
Phase 3 - Airstream / Food Truck Service	
Purchased fully built out	\$ 35,000
Furniture	\$ 5,928
Audio Visual / Security	\$ 40,000
	<i>general liability insurance</i> 1.80% \$ 8,448.62
	<i>builders risk insurance</i> 2.00% \$ 9,387.36
	<i>profit & overhead</i> 8.50% \$ 39,896.28
	<i>Contingency</i> 7.00% \$ 32,855.76
Total	\$ 559,956

3. Architectural, engineering, and in-house fees (not to exceed 15%) Design Cost \$ 261,326 (C)

Total Capital Investment Commitment (add A+B+C above) = \$ 4,285,183

Total Mid-term Refurbishment Commitment \$ _____

Signature of Authorized Person: Nicholas Buford Date: _____

Printed Name: Nicholas Buford Title: President

Note: please use a separate form for each package on which you are proposing and attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
RANCHO PARK GOLF COURSE FOOD AND BEVERAGE
(CON-G18-002)**

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: The Tavern at Rancho Park, LLC
(Complete legal name/include DBA if applicable)

Entity Address: 1924 E. Maple Ave Unit B, El Segundo CA 90245

Organization Type: Limited Liability Corporation
(Corporation, partnership, sole proprietor, etc.)

Contact Name: Nicholas Buford

Contact Telephone: 310-417-8616

Contact Fax: 310-417-8655

Email Address: nbuford@crews1972.com / greg.plummer@enjoyrepeat.com



Authorized Signature

4 / 7 / 2018
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposal and the resulting contract, without exception.

Instructions:

- 1) Complete the above
- 2) Provide the appropriate signature of a person/officer authorized to bind the proposer
- 3) Submit one original wet signature with the original proposal and copies with all other copies of proposal

PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.

2nd NINE Slow Foursomes MUST Let Faster Players Through

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2	129	3	129	3	3	18	3
3	402	4	402	5	4	2	3
4	167	3	167	3	4	16	3
5	490	5	450	5	5	8	5
6	543	5	486	5	10	10	
7	360	4	360	4	14	14	
8	385	4	385	4	4	4	6
9	3209	36	3112	37			
10	6452	72	6290	74			

DRMS



GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for
Food Service Institutions





CENTER FOR GOOD FOOD PURCHASING STAFF EDITORS

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Colleen McKinney, Associate Director

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Chuck Savitt, Founder and Senior Counselor, Island Press

Douglass Sims, Director of Strategy and Finance, Center for Market Innovation, Natural Resources Defense Council

Wood Turner, Vice President, Agriculture Capital

GRAPHIC DESIGN

Christina Bronsing-Lazalde, Real Food Media

“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

OLIVIER DE SCHUTTER

Former U.N. Special Rapporteur on the Right to Food (2014)

ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

CONTRIBUTORS

The Center for Good Food Purchasing would especially like to thank the following individuals for providing sustained guidance and direction during the development of the Good Food Purchasing Standards, Version 2.0:

Angela Amico, Center for Science in the Public Interest
JuliAnna Arnett, San Diego County Department of Public Health (formerly)
Sujatha Bergen, Natural Resources Defense Council
Erin Biehl, Johns Hopkins Center for a Livable Future
Brian Bowser, American Heart Association
Sarah Chang
Andrew deCoriolis, Farm Forward
Claire Fitch, Johns Hopkins Center for a Livable Future (formerly)
Kari Hamerschlag, Friends of the Earth
Christina Hecht, University of California, Division of Agriculture and Natural Resources - Nutrition Policy Institute
Carolyn Hricko, Johns Hopkins Center for a Livable Future
Jonathan Kaplan, Natural Resources Defense Council
Cat Kirwin
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Kathy Lawrence, School Food Focus (formerly)
Kerstin Lindgren, Fair World Project
Toni Liquori, School Food Focus
Bob Martin, Johns Hopkins Center for a Livable Future
Shaun Martinez, International Brotherhood of the Teamsters
Abby McGill, International Labor Rights Forum
Suzanne McMillan, American Society for the Prevention of Cruelty to Animals
Dennis Olson, United Food & Commercial Workers
Lucia Sayre, Health Care Without Harm
Juliet Sims, Prevention Institute
Gail Wadsworth, California Institute for Rural Studies
Michelle Wood, Los Angeles County Department of Public Health



REVIEWERS

The Center for Good Food Purchasing was fortunate to receive invaluable input on our Good Food Purchasing Standards, Version 2.0 from the following individuals:

Shaniece Alexander Oakland Food Policy Council
Michele Beleu Oakland Food Policy Council
Jaya Bhumitra Animal Equality
Renata Brillinger The California Climate and Agriculture Network
Selene Castillo Austin Resource Recovery
Teresa Chapman Austin Resource Recovery
Jennifer Clark Los Angeles County Department of Public Health
Aiden Cohen Austin Resource Recovery
Pam Cook Tisch Food Center, Teacher's College of Columbia University
Rodger Cooley Chicago Food Policy Action Council
Nick Cooney Mercy for Animals
Rachel Dreskin Compassion in World Farming
Alexandra Emmott Oakland Unified School District
Nina Farley Compassion in World Farming
Gail Feenstra University of California, Davis Agricultural Sustainability Institute
Zachary Fleig Real Food Challenge
Liana Foxvog International Labor Rights Forum
Gillian Frye Johns Hopkins Center for a Livable Future
Dana Geffner Fair World Project
Bob Gottlieb Urban & Environmental Policy Institute
David Gould International Federation of Organic Agriculture Movements
Brennan Grayson Cincinnati Interfaith Workers Center/Cincinnati Good Food Purchasing Coalition
Dana Gunders Natural Resources Defense Council
Kenton Harmer Equitable Food Initiative
Zoe Hollomon Twin Cities Good Food Purchasing Coalition
Dena Jones Animal Welfare Institute
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Kristen Klingler Twin Cities Good Food Purchasing Coalition/City of Minneapolis Health Department
Karen Law Los Angeles Food Policy Council (formerly)
Cheryl Leahy Compassion Over Killing
Alice Lichtenstein Tufts Friedman School of Nutrition Science and Policy
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Kristie Middleton Humane Society of the United States
Marley Moynahan Coalition of Immokalee Workers
Nina Mukherji Real Food Challenge
Miriam Nelson Tufts Friedman School of Nutrition Science and Policy
Erik Nicholson United Farm Workers
Peter O'Driscoll Equitable Food Initiative
Jose Oliva Food Chain Workers Alliance
Antigoni Pappas American Heart Association
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The Center for Good Food Purchasing is a project of Community Partners.



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WHY PROCUREMENT?

Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system – a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

Public institutions are community leaders - when they take a stand for their values, others follow.



GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

- 1 local economies,
- 2 environmental sustainability,
- 3 valued workforce,
- 4 animal welfare, and
- 5 nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

- 1 Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
- 2 Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
- 3 Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
- 4 Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

- 1** measuring an institution's baseline;
- 2** identifying goals and developing an action plan;
- 3** improving impact and tracking progress;
- 4** institutionalizing Good Food Purchasing goals; and
- 5** celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

**“ WE DIDN'T HAVE TO INVENT
THE PROCESS FROM SCRATCH.
WE COULD HAVE ASSISTANCE
FROM A TRIED-AND-TRUE**

process, and at the same time, develop
our own goals and processes that would
reflect our values in our community.”

EDWIN MARTY

Food Policy Manager, City of Austin Office of Sustainability

PHASE 1

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

STEP 1: BASELINE ASSESSMENT

Conduct Good Food Purchasing Program Overview Briefing:

- Introductory meeting with institution and the Center.

Notify Vendors & Begin Data Collection:

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

Collect & Submit Data:

- Vendors submit data to institution. Institution shares data with the Center for review.

Conduct Baseline Assessment:

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

STEP 2: GOAL SETTING

Discuss Baseline Assessment:

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

Develop Action Plan:

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

PHASE 2

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

Make Purchasing Shifts to Meet Action Plan Milestones

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

Collect Updated Purchasing Data from Vendors:

- Institution collects purchasing data from vendors annually.

Track Progress & Award Star Rating:

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.

ANNUAL REPORTING REQUIREMENTS

- 1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
- 2) Submit Baseline Nutrition Self-Assessment.
- 3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- 4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
 - i. Product name;
 - ii. Unit type purchased (e.g. cases, bunches, packs);
 - iii. Number of units purchased;
 - iv. Volume per unit (e.g. ounces, lbs);
 - v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
 - vi. Amount spent by institution for each product, to include:
 - i. Price per unit;
 - ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

SAMPLE SCORESHEET

Example: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.

LOCAL ECONOMIES

6 points

We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.

ENVIRONMENTAL SUSTAINABILITY

1 point

We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.

VALUED WORKFORCE

6 points

We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.

ANIMAL WELFARE

1 point

Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.

NUTRITION

3 points

We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu items in high-visibility areas to make healthy choices easy.

TOTAL:

17 POINTS

STAR RATING: ★★★★★



“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

JENNIFER LE BARRE

Nutrition Services Director, Oakland Unified School District



LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

LOCAL ECONOMIES

PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 1 BASELINE

Option 1: Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

Option 2: Submit Plan for Baseline Achievement Within 1 Year

If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).

1

LEVEL 2

Increase Local Food Spend:

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources).

OR

10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).

2

LEVEL 3

Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).

Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).

3

LOCAL ECONOMIES

EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

- 1** At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.
- 1** At least 5% of food is grown/raised AND processed in the same county as institution.
- 1** At least 1% of food is purchased directly from farmer-owned businesses.
- 1** At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.
- 1** An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

1-3

DEPENDENT ON
RIGOR OF PROGRAM

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.

Examples of qualifying initiatives:

- Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers' certification processes to help them participate in Level 3 certification initiatives.¹

1-3

DEPENDENT ON
RIGOR OF PROGRAM

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.

Examples of qualifying initiatives:

- Establish a contract, MOU or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse or foster care.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents with barriers to employment.
- Establish a contract, MOU or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve or is majority-owned by disadvantaged populations.
- Support workforce development in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

LOCAL ECONOMIES

QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

LEVEL 1

Size

- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)³ (>\$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>\$50 million)⁴

AND

Ownership

- Family farm⁵ or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius

- Within 250 miles⁶

LEVEL 2

Size

- Produce: Large scale operations (Between \$1 million and \$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between \$20 million and \$50 million)

AND

Ownership

- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius

- Within 250 miles⁷

LEVEL 3²

Size

- Produce: Large scale operations (Between \$1 million and \$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between \$20 million and \$50 million)

AND

Ownership

- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius

- Within 250 miles⁸

² For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm meets Level 3 criteria.
- 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
- 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

³ United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology." https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf.

⁴ Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

⁵ As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. <https://www.ers.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm>.

⁶ Note: this radius is 500 miles for meat.

⁷ Note: this radius is 500 miles for meat.

⁸ Note: this radius is 500 miles for meat.



ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.

ENVIRONMENTAL SUSTAINABILITY

PURCHASING GOALS

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 1 BASELINE

Option 1: Increase Environmentally Sustainable Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria).

Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon footprint⁹ and water footprint¹⁰ of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years;^{11, 12}

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies¹³ that address most wasted food items identified in audit. (See Appendix B for a menu of options).¹⁴

Option 3: Submit Plan for Baseline Achievement Within 1 Year:

If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.

ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

Option 1: Increase Environmentally Sustainable Food Spend

25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria).

Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

1

⁹ See next page for conversion factors for carbon footprint.

¹⁰ See next page for conversion factors for water footprint.

¹¹ The baseline year is the year in which institution initiates its meat reduction efforts.

¹² Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

¹³ Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.

¹⁴ An institution may choose to conduct waste audit at a select number of sample sites.

ENVIRONMENTAL SUSTAINABILITY

PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

LEVEL 1 BASELINE

ADDITIONAL LEVEL 1 REQUIREMENTS

No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 25% of animal products¹⁵ are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.^{16,17}

At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.¹⁸

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

CONVERSION FACTORS FOR CARBON FOOTPRINT:

Food Product	lb CO2/lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

Source: Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. *Journal of Industrial Ecology*, 19: 391–401.

CONVERSION FACTORS FOR WATER FOOTPRINT:

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

Source: Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products, *Ecosystems*, 15(3): 401–415.

¹⁵ Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.

¹⁶ In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

¹⁷ Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

¹⁸ See footnote 16 for definition.

ENVIRONMENTAL SUSTAINABILITY

PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 2

Option 1: Increase Environmentally Sustainable Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria).

OR

10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).

Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;¹⁹

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies²⁰ that address most wasted food items identified in audit and donate all recoverable food once per month.²¹

LEVEL 2 ADDITIONAL REQUIREMENTS

At least 25% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.^{22, 23}

Option 1: Increase Environmentally Sustainable Food Spend

25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).

2

Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.²⁴

¹⁹ The baseline year is the year in which institution initiates its meat reduction efforts.

²⁰ Qualifying food resource recovery strategies will be determined based adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.

²¹ An institution may choose to conduct waste audit at a select number of sample sites.

²² In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

²³ Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

²⁴ Refer to footnote 22 for definition.

ENVIRONMENTAL SUSTAINABILITY

PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria);

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;²⁵

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies²⁶ that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).²⁷

LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.^{28, 29}

TARGET: YEAR 5

25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation;

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year;

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.

All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.³⁰

POINTS AWARDED

3

LEVEL 3

²⁵ The baseline year is the year in which institution initiates its meat reduction efforts.

²⁶ Qualifying food resource recovery strategies will be determined based on adherence to EPA’s [Food Recovery Hierarchy](#). See Appendix B for menu of options.

²⁷ An institution may choose to conduct waste audit at a select number of sample sites.

²⁸ Refer to footnote 22.

²⁹ Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

³⁰ Refer to footnote 22.

ENVIRONMENTAL SUSTAINABILITY

EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 1** Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.
- 1** 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
- 1** No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

ENVIRONMENTAL SUSTAINABILITY

QUALIFYING CRITERIA

LEVEL 1

LEVEL 2

LEVEL 3

FRUITS & VEGETABLES

- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or

Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

- Protected Harvest certified; or
- Food Alliance certified; or
- Rain Forest Alliance certified; or
- Enrolled in Whole Foods Responsibly Grown program; or
- Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or
- USDA Transitional Organic Standard; or
- Sustainably Grown certified; or
- Salmon Safe; or
- LEAF (Linking Environment and Farming)

- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

MILK & DAIRY

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

POULTRY

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

EGGS

- Certified Humane Raised and Handled

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

MEAT

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified; or
- Grasslands Alliance Standard

- USDA Organic

FISH (WILD)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide

- Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification

FISH (FARM-RAISED)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide³¹

GRAINS

- Pesticide-free

- Food Alliance Certified

- USDA Organic; or
- Demeter Certified Biodynamic

THIRD-PARTY CERTIFICATIONS





VALUED WORKFORCE

Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

VALUED WORKFORCE

PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 1 BASELINE

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources).

If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).

1

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

LEVEL 2

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).

2

LEVEL 3

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

AND

Increase Fair Food Spend

15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).

3

VALUED WORKFORCE

PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers³² comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

- (1) Freedom of association and the right to collective bargaining.
- (2) Elimination of all forms of forced or compulsory labor.
- (3) Abolition of child labor.
- (4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

³² Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

VALUED WORKFORCE

EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
- 1** Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.
- 1** Institution’s food service contractor meets Level 3 Valued Workforce criteria.
- 2** An institution or vendor has a Labor Peace policy or agreement

VALUED WORKFORCE

QUALIFYING CRITERIA

LEVEL 1

Vendor and Suppliers

Have a social responsibility policy, which includes:

- (1) union or non-poverty wages;
- (2) respect for freedom of association and collective bargaining;
- (3) safe and healthy working conditions;
- (4) proactive policy on preventing sexual harassment and assault;
- (5) prohibition of child labor, as defined by the International Labour Organization (ILO)³⁵ and at least one additional employment benefit such as:
- (6) employer-paid health insurance
- (7) paid sick days;
- (8) profit-sharing with all employees;

OR

Vendor and Suppliers

Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

LEVEL 2

Vendor and Supplier

- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

LEVEL 3^{33,34}

Vendor and Supplier

- Have a union contract with their employees³⁶; or
- Are a worker cooperative³⁷

THIRD-PARTY CERTIFICATIONS



Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor³⁸**

³³ Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

³⁴ Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

³⁵ <http://ilo.org/ipec/facts/lang-en/index.htm>.

³⁶ Unions cannot be controlled or backed by government or the employer

³⁷ As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the [Cooperative Principles and Values](#). The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

³⁸ Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the [ILO standard](#).



ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

ANIMAL WELFARE

PURCHASING GOALS

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 1 BASELINE

Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria).

OR

5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 15% of the total volume of animal products purchased with plant-based protein.

Option 1: Increase High Animal Welfare Food Spend

25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

1

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

LEVEL 2

Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

OR

10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

Option 1: Increase High Animal Welfare Food Spend

35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 35% of the total volume of animal products purchased with plant-based protein.

2

ANIMAL WELFARE

PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

TARGET: YEAR 5

POINTS AWARDED

LEVEL 3

Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 35% of the total *volume* of animal products purchased with plant-based protein.

Option 1: Increase High Animal Welfare Food Spend

45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

Option 2: Reduce Total Volume of Animal Products Purchased

Replace 40% of the total *volume* of animal products purchased with plant-based protein.

3

ANIMAL WELFARE

EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution encourages plant-based diets by offering only vegan options.
- 1** Institution encourages plant-based diets by offering only vegetarian options.
- 1** 50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

ANIMAL WELFARE

QUALIFYING CRITERIA

LEVEL 1

LEVEL 2

LEVEL 3

DAIRY	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ USDA Organic³⁹ 	<ul style="list-style-type: none"> ▪ PCO 100% Grassfed 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved
EGGS ⁴⁰	<ul style="list-style-type: none"> ▪ Certified Humane Cage Free; or ▪ GAP Step 1, 2; or ▪ USDA Organic⁴¹ 	<ul style="list-style-type: none"> ▪ American Humane Certified Pasture Raised⁴²; or ▪ Certified Humane Free Range; or ▪ GAP Step 3 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ Certified Humane Pasture Raised; or ▪ GAP Step 4, 5, 5+
POULTRY	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ GAP⁴³ Step 2, 3; or ▪ USDA Organic⁴⁴ 	<ul style="list-style-type: none"> ▪ Certified Humane Free Range⁴⁵ 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
BEEF	<ul style="list-style-type: none"> ▪ Approved American Grassfed Association Producer; or ▪ Certified Humane; or ▪ GAP Step 1,2; or ▪ USDA Organic⁴⁶ 	<ul style="list-style-type: none"> ▪ PCO 100% Grassfed 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ Certified Grassfed by A Greener World; or ▪ GAP Step 4, 5, 5+
PORK	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ GAP Step 1, 2; or ▪ USDA Organic⁴⁷ 	<ul style="list-style-type: none"> ▪ Gap Step 3 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
FISH ⁴⁸			

THIRD-PARTY CERTIFICATIONS



³⁹ USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

⁴⁰ AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.

⁴¹ USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

⁴² Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.

⁴³ GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.

⁴⁴ USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

⁴⁵ Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.

⁴⁶ USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

⁴⁷ USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

⁴⁸ Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

NUTRITION

PURCHASING GOALS

STRATEGIES

HIGH PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

HEALTHY PROCUREMENT

- Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.⁴⁹
- If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.^{50, 51}
- Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.⁵²
- All individual food items contain \leq 480 mg sodium per serving.⁵³ Purchase “low sodium” (\leq 140 mg sodium per serving) whenever possible.
- Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.⁵⁴
- Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- Offer plant-based main dishes at each meal service.⁵⁵

HEALTH EQUITY

- Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.⁵⁶ Examples of qualifying initiatives:
 - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.

2 CHECKS

Items with High Priority designation are worth two checks per item met

⁴⁹ See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

⁵⁰ Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

⁵¹ One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the [USDA Food Patterns: Healthy U.S.-Style Eating Pattern](#) for more information.

⁵² Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

⁵³ **Sodium Standards for Purchased Food:**

- Canned and frozen seafood: \leq 290 mg sodium per serving;
- Canned and frozen poultry: \leq 290 mg sodium per serving;
- Sliced sandwich bread: \leq 180 mg sodium per serving;
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): \leq 290 mg sodium per serving;
- Cereal: \leq 215 mg sodium per serving;
- Canned or frozen vegetables: \leq 290 mg sodium per serving;
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments;
- Recommend purchasing cheese: \leq 215 mg sodium per serving.

⁵⁴ Health Care Without Harm “Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

⁵⁵ To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

⁵⁶ Food or monetary donations for charitable causes do not count.

NUTRITION

PURCHASING GOALS

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

1

CHECK

Items with Priority designation are worth one check per item met

HEALTHY PROCUREMENT

- All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.⁵⁷
- If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).⁵⁸
- All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- At least 50% of grain products purchased are whole grain rich.⁵⁹
- Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.⁶⁰ Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

- Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

HEALTHY FOOD SERVICE ENVIRONMENT

- If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative⁶¹ AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- Adopt one or more product placement strategies such as:
 - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
 - Display healthy beverages in eye level sections of beverage cases (if applicable).
 - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- Healthy food and beverage items are priced competitively with non-healthy alternatives.
- Adopt one or more marketing/promotion/signage strategies, such as:
 - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

⁵⁷ Low Sodium is 140 mg or less per RACC.

⁵⁸ Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food; Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).

⁵⁹ Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.

⁶⁰ Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).

⁶¹ A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

STRATEGIES

PRIORITY

NUTRITION

EXTRA POINTS & SCORING TARGETS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

- 1** **MENU LABELING**
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.
- 1** **PORTION CONTROL**
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).⁶²
- 1** **CULTURALLY APPROPRIATE MENUS**
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.
- 1** **NUTRITION & FOOD SYSTEMS EDUCATION**
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
 - Interactive/educational garden program
 - District-wide required nutrition curriculum
 - Farm/processing site visits to regional producers
- 1** **WORKSITE WELLNESS**
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.
- 1** **HEALTHY VENDING**
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.⁶³

PERCENTAGE OF CHECKLIST ITEMS MET

SCORING TARGET

POINTS AWARDED

51 - 64.9%

LEVEL 1

1

65 - 79.9%

LEVEL 2

2

80 - 100%

LEVEL 3

3

UP TO **6** EXTRA POINTS

⁶² Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

⁶³ Food Service Guidelines for Federal Facilities:

https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf, pages 13-14.



APPENDICES

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [\$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.

Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

- (1)** Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
- (2)** Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- (3)** Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
- (4)** Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

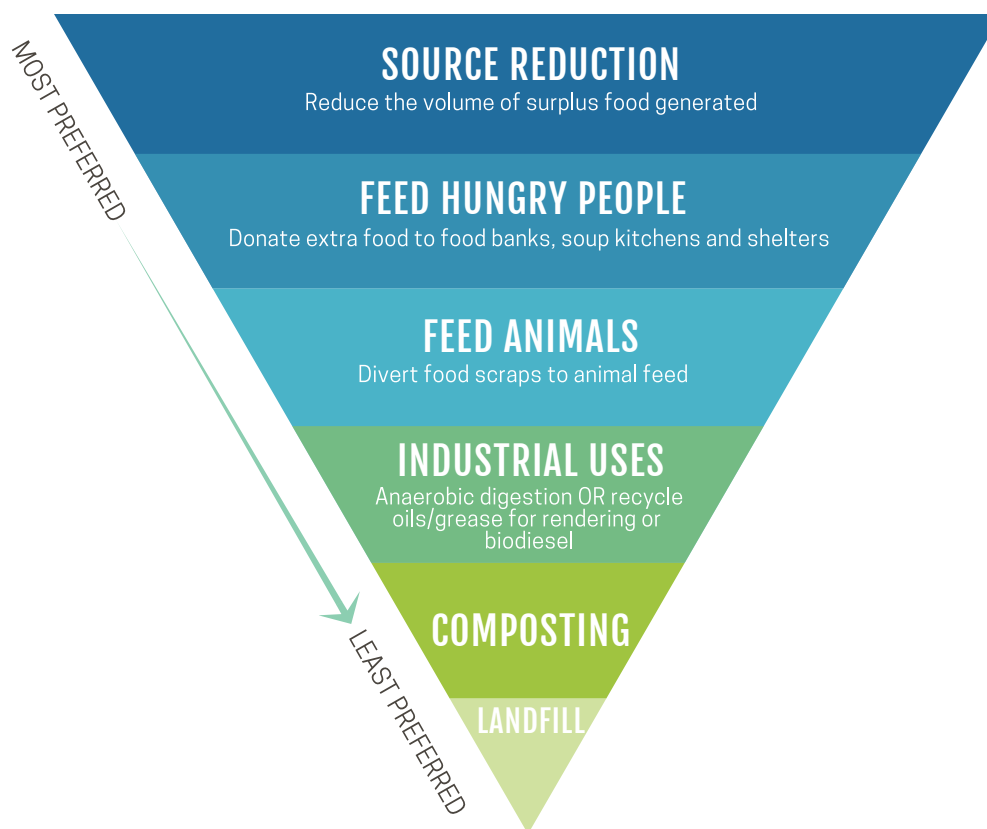
- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
 1. Product name;
 2. Unit type purchased (e.g. cases, bunches, packs);
 3. Number of units purchased;
 4. Volume per unit (e.g. ounces, lbs);
 5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
 6. Amount spent by institution for each product, to include:
 - a. Price per unit;
 - b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
- (4)** Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- (5)** Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
- (6)** Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD



The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
 - Feed Animals – divert food scraps to animal feed
 - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
 - Composting



According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

SOURCE REDUCTION⁶⁴

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste⁶⁵
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

RECOVERY⁶⁶ FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

RECYCLING FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

⁶⁴ This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at <https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant>

⁶⁵ LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. <http://www.leanpath.com>

⁶⁶ From Food Bus: <http://foodbus.org/toolkit/>

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY

DEFINITION

EXAMPLES

UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES

Unprocessed and minimally processed foods and beverages include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.^{68, 69, 70, 71, 72}

Examples include, but are not limited to fresh, chilled, frozen, vacuum-packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.⁷³

MODERATELY PROCESSED FOODS AND BEVERAGES

Moderately processed foods and beverages are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.^{74, 75, 76, 77} Additives are sometimes added to foods in this group.⁷⁸

Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

⁶⁷ Courtesy of San Diego County Department of Public Health

⁶⁸ Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

⁶⁹ Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

⁷⁰ Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

⁷¹ Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

⁷² Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

⁷³ Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.

⁷⁴ Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

⁷⁵ Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

⁷⁶ Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

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⁷⁸ Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS	Ultra-processed food and beverage products are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products. ^{79, 80, 81, 82}	Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.
CULINARY INGREDIENTS	Culinary ingredients are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages. ^{83, 84, 85, 86}	Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.
FRESHLY PREPARED FOODS AND BEVERAGES	Freshly prepared foods and beverages are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients. ⁸⁷	Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

⁷⁹ Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

⁸⁰ Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

⁸¹ Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

⁸² Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.

⁸³ Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

⁸⁴ Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

⁸⁵ Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

⁸⁶ Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

⁸⁷ Nutrient Profile Model. (2016). Pan American Health Organization.



EXHIBIT E

As of 5/1/17
 Rancho Park Golf Restaurant
 City-Owned Equipment

BANQUET ROOM

No.	Item	Manufacturer/Model	Description
1	(6) 8' Banquet tables		Folding legs
2	Air conditioner		Wall unit, attached - not working
3	3-compartment sink s/s		

FRONT DINING AREA

No.	Item	Manufacturer/Model	Description
1	(13) Dining booths and tables		
2	(2) Dining Counters		Burgundy
3	(9) Bar stools		Attached to floor
4	(8) Dining tables		Burgundy
5	(16) Dining Chairs		Tan
6	(2) Bench seats		Located down center of dining room. Facing each other. Seats 8 each.

FRONT KITCHEN

No.	Item	Manufacturer/Model	Description
1	2-Drawer warmer	General Electric	Sometimes not working
2	Display pie case with 2-door refrigerator		
3	(2) 2-Door attached refrigerator		Each end of "island"
4	Ice cream freezer	Kelvinator	Reach down
5	Ice storage		Attached. Bin only. Not cooled.
6	Milk dispenser and milk shake machine	Schaefer	
7	Double soup warmer and sink	Wells	
8	4-Burner stove top	Wolf	
9	Grill	Wolf	48"
10	Griddle	Wolf	48"
11	(2) Deep fryer	Fry master	
12	Freezer		Reach in
13	Ventilation hood		Above stove, grill, griddle, deep fryers.
14	Hood / Fire suppression system		Chemical tanks mounted to wall on opposite side of hood (rear kitchen).
15	(2) Wall shelf s/s		Attached
15	Built-in prep-line counter s/s		Insert bins (cooled), under storage drawers (cooled), under storage shelves, back splash, order ticket holder.
16	2-Door refrigerated cabinet/counter		Located under pie display

REAR KITCHEN

No.	Item	Manufacturer/Model	Description
1	6-Door freezer	Traulsen	
2	Griddle		
3	6-Burner stove	Garland	
4	Prep work counter		11 feet approx.
5	3-Compartment sink, s/s		
6	Meat slicer	Hobart	
7	Walk-in refrigerator		
8	8-foot, double-sided work surfaces with raised center shelf, s/s		
9	Dishwasher		
10	Stainless steel counter, wash area		
11	(7) Wire storage racks		some in storage room
12	Water heater		on loading dock

HALFWAY HOUSE

No.	Item	Manufacturer/Model	Description
1	Tall refrigerator, s/s	Traulsen	
2	Air conditioner, mounted in wall	Fujitsu	
3	Prep table, 2 drawers, shelf under, s/s		
4	3-Compartment sink		
5	Shelf racks above sink		
6	Water heater		
7	26" tall cart on wheels		

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig. City Attorney m/s 140
 Dup. Risk Manager m/s 625-24
 Trip. Dept. Area Office or Division Head

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
 Recreation and Parks

INSTRUCTIONS: All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

PART I - PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)			2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN		7. PHONE NUMBER

PART II - ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

PART III - WITNESSES

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

PART IV - STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V - EMPLOYEE FILING REPORT

22. NAME AND POSITION	23. SIGNATURE	24. DATE
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EQUIPMENT SCHEDULE				PLUMBING							ELECTRICAL						EXHIBIT G		
ITEM	DESCRIPTION	QTY	MAKE/MODEL	REMARKS	HW	CW	FUEL GAS CONN	WASTE MBTU	DIR.	I.W.	REMARKS	VOLT.	KW	AMPS	HP	PH	CONN. DIR.	C.O.	REMARKS
1	AIR CURTAIN	1	BERNER #SLC07-1042A									208		1.7		1		X	WIRE THRU DOOR ACTIVATED MICRO-SWITCH
2	DRY STORAGE SHELVING	1 LOT	TITAN #GREEN EPOXY																
3	LIQUOR STORAGE SHELVING	1 LOT	OLYMPIC #JSEC55-CTN																
4	WATER FILTER	1	EVERPURE #EV9324-52			1/2"													
5	ICE MAKER	1	MANITOWOC #RNF1100A-261	NUGGET TYPE		1/2"				1"	EXTEND I.W. TO F.S.	120		11.3		1	X		
6	ICE MACHINE BIN	1	FOLLETT #SG1650S-60							1"	EXTEND I.W. TO F.S.								
7	REACH IN FREEZER	1	ATOSA #MBF8002GR									120		8.6		1		X	SELF-CONTAINED
8	SODA SYSTEM	1	CORNELIUS #BIB.10080			1/2"						120		10.0		1		X	
9	EMPLOYEE LOCKERS	3	GSW #ELS-5DR	ON 6" HIGH LEGS BY PLUMBER															
10	WATER HEATERS	1																	
11	FRYER FILTER	1	MIROIL #BD505									120			1/2	1		X	
12	ICE MAKER	1	MANITOWOC/KOOLAIRE #KYT1000A-26	HALF CUBE		1/2"				1"	EXTEND I.W. TO F.S.	208/230		11.0		1	X		
13	MOP/BROOM HANGER	1	T & S #B-0653																
14	MOP SINK W/FAUCET	1	GSW #SE2424FM	WITH AA-840 FAUCET	1/2"	1/2"			2"		TRAP BELOW FLOOR								
15	CHEMICAL SHELF	1	GSW #WS-W1236																
16	HAND WASH SINK	1	GSW #HS-1615S	W/END SPLASHES	1/2"	1/2"			1-1/2"		DIRECT WASTE								
17	WALL SHELVES	2	GSW #WS-W1236																
18	THREE COMPARTMENT SINK	1	GSW #SH24243D						2"		DIRECT WASTE								
19	PRE-RINSE FAUCET	1	T & S #B-0133ADF-12		1/2"	1/2"													
20	SINK FAUCET	1	T & S #B-0230		1/2"	1/2"													
21	POT RACK	1	GSW #PR-WM5																
22	SPARE NUMBER																		
23	SPARE NUMBER																		
24	SLANT RACK SHELF	1	JOHN BOOS #BHS1863-TS																
25	CLEAN DISHTABLE	1	CUSTOM ST/ST																
26	DISH WASH HOOD	1	CAPTIVE AIRE #4224VHB-G																
27	DISHMACHINE	1	CMA #EST-44TALL H R/L	W/E TEMP BOOSTER HTR.	1/2"				2"		EXTEND I.W. TO F.S.	208		55.0		3	X		
28	PRE-RINSE FAUCET	1	T & S #B-0133ADF-12		1/2"	1/2"													
29	SORTING RACK SHELF	1	CUSTOM ST/ST																
30	SOILED DISHTABLE	1	CUSTOM ST/ST							1-1/2"	EXTEND I.W. TO F.S.								
31	WALL FLASHING	1 LOT	CUSTOM ST/ST																
32	AIR CURTAIN	1	BERNER #SLC07-1036A									208		1.7		1		X	WIRE THRU DOOR ACTIVATED MICRO-SWITCH
33	OFFICE FURNITURE	1 LOT		BY OWNER															
34	CORNER GUARDS/WALL CAPS	1 LOT	CUSTOM ST/ST																
35	SPARE NUMBER																		
36	WALK IN COOLER	1	AIRCOOLER	SEE SHOP DRAWINGS								120		8.0		1	X		COOLER LIGHTS. WIRE THRU SWITCH
37	REFRIGERATION SYSTEM	1	AIRCOOLER #PT0115MBNAMSA								SELF-CONTAINED	208		15.6		1		X	MTD. ON TOP OF ITEM #36
38	STORAGE SHELVING	1 LOT	TITAN #TS1848GE																
39	MOBILE RACKS	2	NEW AGE #1306																
40	HEATED CABINETS	2	WINSTON #HOV7-14SP			1/2"			1"		EXTEND I.W. TO F.S.	120		17.3		1	X		
41	DISH SHELVING	2	TITAN #TDF2460GE																
42	MOBILE PLATE DOLLIES	4	METRO #PCD-11A																
43	GLASS RACK DOLLIES	6	CAMBRO #CD2020H-110																
44	BEVERAGE COUNTER W/SINK	1	CUSTOM ST/ST		1/2"	1/2"			1-1/2"		EXTEND I.W. TO F.S.								
45	ICE CREAM CABINET	1	GLASTENDER #DI-FR36-FL									120		4.2		1		X	
46	MICROWAVE SHELF	1	GSW #MS-2418																
47	MICROWAVE	1	PANASONIC #NE-12521									120		17.8		1		X	
48	DIPPERWELL	1	T & S #B-2282-01			1/2"			1"		EXTEND I.W. TO F.S.								
49	SPARE NUMBER																		
50	SPARE NUMBER																		
51	WALL SHELVES	2	CUSTOM ST/ST																
52	SODA/ICE DISPENSER	1	CORNELIUS #631100057			1/2"			1"		EXTEND I.W. TO F.S.	120		1.5		1		X	
53	RACK SLIDES	1	CUSTOM ST/ST																
54	TEA BREWER	1	CURTIS #CBHS			1/2"						220		12.7		1	X		
55	U/C REFRIGERATOR	1	ATOSA #MGF8401GR									120		2.3		1		X	SELF-CONTAINED
56	COFFEE MAKER	1	CURTIS #D1000GH62A000			1/2"						220		12.7		1	X		
57	COFFEE GRINDER	1	CURTIS #ILGD-10									120		8.0		1		X	
58	TRASH CAN	1	CUSTOM ST/ST																
59	AIR CURTAIN	2	BERNER #SLC07-1036A									208		1.7		1		X	WIRE THRU DOOR ACTIVATED MICRO-SWITCH
60	SPARE NUMBER																		
61	MIXER STAND	1	GSW #WT-MF3630																
62	INGREDIENT BINS	2	RUBBERMAID #FG360388WHT																
63	WORKTABLE	1	GSW #WT-PB3060B									120		11.8		1		X	WALL MOUNTED DCO
64	OVERSHELF	1	GSW #DT-1260																
65	BENCH MIXER	1	GLOBE #SP20									120		10.0		1		X	
66	WORKTABLE	1	GSW #WT-P3060W																
67	OVERSHELF	1	GSW #DT-1260																
68	SLICER STAND	1	GSW #WT-MF3630																
69	FOOD SLICER	1	GLOBE #G12									120		6.0		1		X	
70	WALL SHELVES	2	GSW #WS-W1484																
71	SINK FAUCET	1	T & S #B-0231-BB-CR		1/2"	1/2"													
72	PREP TABLE W/SINKS	1	CUSTOM ST/ST							1-1/2"	EXTEND I.W. TO F.S.	120		11.8		1		X	WALL MOUNTED DCO
73	WALL SHELVES	2	GSW #WS-W1484																
74	FOOD PROCESSOR	1	ROBOT COUPE #R502N									208		2.8		3		X	
75	HAND WASH SINK	1	GSW #HS-1615TS		1/2"	1/2"			1-1/2"		DIRECT WASTE								
76	SPARE NUMBER																		
77	REFRIGERATED STAND	1	ATOSA #MGF8448GR									120		2.3		1		X	SELF-CONTAINED
78	FIRE SUPPRESSION SYSTEM	1	CAPTIVE AIRE																
79	EXHAUST HOOD	1	CAPTIVE AIRE #5424ND-2-PSP-F									120		10.0		1	X		HOOD LIGHTS. WIRE THRU SWITCH
80	EXHAUST FAN SYSTEM	1 LOT	CAPTIVE AIRE									208		*		3	X		ON ROOF. VFY. W/HOOD DWGS
81	WALL FLASHING	1 LOT	CUSTOM ST/ST																
82	COMBI OVEN/STEAMER	2	ANGELO PO AMERICA #FX82G3T	STACKED UNITS		(2)3/4"3/4" EA	92.5 EA.	(2)1.25			EXTEND I.W. TO F.S.	120		7.8		1	X		
83	CHARBROILER	1	ATOSA #ATCB-36						3/4"	105									
84	TUBULAR WALL SHELF	1	CUSTOM ST/ST																
85	O.B. RANGE W/OVEN	1	JADE #JTRH-6-36C						3/4"	210	REAR CONNECTION	120		4.0		1		X	

K.E.C. - KITCHEN EQUIPMENT CONTRACTOR, G.C. - GENERAL CONTRACTOR, OWN. - OWNER, P.C. - PLUMBING CONTRACTOR, E.C. - ELECTRICAL CONTRACTOR, O - OUTLET, C.O. - CONVENIENCE OUTLET, DIRECT - DIRECT CONNECTION
I.W. - INDIRECT WASTE, F.D. - FLOOR DRAIN, F.S. - FLOOR SINK, R.D. - ROOF DRAIN, F.T. - FLOOR TROUGH



RANCHO PARK GOLF COURSE

PROJECT LOCATION
10460 WEST PICO BLVD.
LOS ANGELES, CA.
90064

DATE: 08.05.22

SCALE: 1/4"=1'-0"

DRAWN: CAD

JOB NO: -

</

EQUIPMENT SCHEDULE		PLUMBING										ELECTRICAL								
ITEM	DESCRIPTION	QTY	MAKE/MODEL	REMARKS	HW	CW	FUEL GAS CONN	MBTU	WASTE DIR.	I.W.	REMARKS	VOLT.	KW	AMPS	HP	PH	CONN. DIR.	C.O.	REMARKS	
86	POT FILL FAUCET	1	T & S #B-0581			1/2"														
87	CHEESEMELTER	1	ATOSA #ATCM-36				3/4"	43												
88A	GRIDDLE RANGE	1	ATOSA #ATTG-24				3/4"	50												
88B	GRIDDLE RANGE	1	ATOSA #ATTG-36				3/4"	75												
89	REFRIGERATED STAND	1	ATOSA #MGF8452GR									120		2.3				X		SELF-CONTAINED
90	FRYERS	3	ATOSA #ATFS-50				3/4" EA	136 EA.				120		7.0				X		
91	WORKTABLE	1	GSW #WT-P2436																	
92	FRY DUMP	1	CARTER HOFFMAN #CNH-18LP									120		15.1				X		
93	REACH IN FREEZER	1	ATOSA #MBF8001GR									120		6.3				X		
94	FRY TIMER	1	KITCHEN BRAINS #TX0-60221-08									120		0.3				X		
95	SPARE NUMBER																			
96	REMOTE PRINTERS	2		BY OWNER								120		5.0				X		DEDICATED CIRCUIT, ISOLATED GROUND COMMUNICATION CABLE
97	REFRIGERATED TABLES	2	ATOSA #MSF8307GR									J-BOX								
98	HEAT LAMPS	2	HATCO #GRAH-60D3									208		13.5			X			SELF-CONTAINED
99	SERVING COUNTER W/SIN	1	CUSTOM ST/ST		1/2"	1/2"			1-1/2"	EXTEND I.W. TO F.S.										
100	OVERSHELVES	1	CUSTOM ST/ST																	
101	TRASH CAN	1	CUSTOM ST/ST																	
102	HOT FOOD WELL	1	WELLS #HT-300AF			1/2"			1"	EXTEND I.W. TO F.S.		208		13.0				X		
103	SPARE NUMBER																			
104	SPARE NUMBER																			
105	SERVICE COUNTER	1 LOT	CUSTOM MILLWORK																	
106	POS TERMINALS	2		BY OWNER								120		5.0				X		DEDICATED CIRCUIT, ISOLATED GROUND COMMUNICATION CABLE
107	MOBILE RACK DOLLY	1	CAMBRO #CD2020110									J-BOX								
108	WATER DISPENSER	1	CRYALIS #CR-1			1/2"				CW THRU FILTER		120		10.1				X		
109	WALK IN BEVERAGE COOL	1	AIRCOOLER	SEE SHOP DRAWINGS								120		10.0				X		COOLER LIGHTS
110	REFRIGERATION SYSTEM	1	AIRCOOLER #PT0115MMBNAMSA							SELF-CONTAINED UNIT		208		15.6				X		MTD. ON TOP OF ITEM #109
111	STORAGE SHELVING	1 LOT	CHANNEL #SA2048																	
112	BEER KEG RACKS	3	CHANNEL #KAR42 & KAR80																	
113	BEER SYSTEM	1	MICROMATIC #MMPP4302-PKG-R	BY OWNER								120		21.0				X		
114	SPARE NUMBER																			
115	ESPRESSO MACHINE	1	ROSITO BISANI #COFFEE ART PLUS			1/2"			1"	EXTEND I.W. TO F.S.		220		30.0				X		
116	DRAINBOARD	1	KROWNE #KR24-GS18																	
117	BAR TOP AND DIE WALL	1 LOT	CUSTOM MILLWORK																	
118	SCUPPER RAIL	1 LOT	CUSTOM ST/ST						1"	EXTEND I.W. TO F.S.										
119	POS TERMINALS	2		BY OWNER								120		5.0				X		DEDICATED CIRCUIT, ISOLATED GROUND COMMUNICATION CABLE
120	DRAINBOARDS	2	KROWNE #KR24-GS24									J-BOX								
121	JOCKEY BOX	3	KROWNE #KR24-36DP-10						1"	EXTEND I.W. TO F.S.										
122	SODA GUN	3		BY SODA VENDOR		1/2"						120		6.0				X		VERIFY W/SODA VENDOR
123	SODA GUN HOLDER	3	KROWNE #KR24-6SH																	
124	LIQUOR DISPLAY	3	KROWNE #KR24-18RD																	
125	BLENDER DUMP STATION	3	KROWNE #KR24-12BD		1/2"	1/2"			1-1/2"	EXTEND I.W. TO F.S.		120		11.1				X		FIXTURE MOUNTED OUTLET
126	BAR BLENDER	3	WARING #B155S									120		*				X		SEE ITEM 125
127	BOTTLE CHILLER	1	KROWNE #BC48-SS									120		5.5				X		SELF-CONTAINED
128	MOBILE RACK DOLLYS	2	CAMBRO #CD2020110																	
129	BOTTLE CHILLER	1	KROWNE #BC24-SS									120		4.0				X		SELF-CONTAINED
130	CORNER DRAINBOARD	1	KROWNE #KR24-C30L																	
131	BAR HAND SINK	1	KROWNE #KR24-1C		1/2"	1/2"			1-1/2"	EXTEND I.W. TO F.S.										
132	BAR SINK	1	KROWNE #KR24-64C																	
133	GLASS WASHER	1	KROWNE #GWD-24		1/2"				1"	EXTEND I.W. TO F.S.		120		12.0				X		
134	CORNER DRAINBOARD	1	KROWNE #KR24-C24L																	
135	DRY WASTE CABINET	3	KROWNE #KR24-T12																	
136	TRSH CAN	3	RUBBERMAID #1956187																	
137	BACK BAR COUNTER	1 LOT	CUSTOM MILLWORK																	
138	PASS THRU REFRIGERATC	2	PERLICK #PTS60						1"	EXTEND I.W. TO F.S.		120		2.5				X		
139	BEER TOWER W/DRAIN PA	2	MICROMATIC #PT4A-10PSS			1/2"			1"	EXTEND I.W. TO F.S.										
140	PASS THRU COUNTER	1 LOT	CUSTOM MILLWORK																	

K.E.C. - KITCHEN EQUIPMENT CONTRACTOR, G.C. - GENERAL CONTRACTOR, OWN. - OWNER, P.C. - PLUMBING CONTRACTOR, E.C. - ELECTRICAL CONTRACTOR, O - OUTLET, C.O. - CONVENIENCE OUTLET, DIRECT - DIRECT CONNECTION
I.W. - INDIRECT WASTE, F.D. - FLOOR DRAIN, F.S. - FLOOR SINK, R.D. - ROOF DRAIN, F.T. - FLOOR TROUGH

MAJOR EQUIPMENT LLIST

MAIN SWITCHBOARD "MSB" 120/208V., 3PH, 4W, NEMA-3R 1600A, 65KAIC DIST. SWITCHBOARD "MSB-T" 120/208 V., 3 ph, 4W, NEMA-1, 1000A, 65KAIC DIST. PANEL "MSB-L" 120/208V, 3PH, 4W, NEMA 1, 600A, 65KAIC
CARRIER 40RUQA16T SPLIT HEATPUMP INDOOR UNITS x 2
YORK AV480 INDOOR SPLIT SYSTEM X 6
CARRIER 38AUQA16A SPLIT HEATPUMP OUTDOOR UNITS X 2
YORK THE48 B31S OUTDOOR SPLIT SYSTEM
GREENHECK FGI - 36X36 GRAVITY VENTILATORS X 2
JENSEN PRECAST GREASE INTERCEPTOR JP7500G
GARBAGE DISPOSER BADGER 5 ESSENTIAL 3/4 HP
DOMESTIC HOT WATER HEATER AO SMITH BTH-250A
DOMESTIC HOT WATER HEATER AO SMITH BTH-120A
DOMESTIC HOT WATER EXPANSION TANK AO SMITH PUMP TANK PMI-7
BELL & GOSSETT SERIES PL-55 RECIRCULATION PUMP



RANCHO PARK GOLF COURSE

PROJECT LOCATION
10460 WEST PICO BLVD.
LOS ANGELES, CA.
90064

DATE: 08.05.22

SCALE: 1/4"=1'-0"

DRAWN: CAD

JOB NO: -

SHEET TITLE:
EQUIPMENT
SCHEDULE

SHEET NO.
FS-2.1

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Finance Division / Concessions Unit
P.O. Box 86610
Los Angeles, CA 90086**

**MONTHLY REVENUE REPORT
RANCHO PARK GOLF RESTAURANT**

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

MAG

MINIMUM ANNUAL GUARANTEE. YEAR 1 = \$100,000. MONTHLY (1/12) = \$8,333.33 (A) \$8,333.33
(A revised MAG is determined by RAP at the conclusion of each completed year, based on performance of the prior year. See Contract, Section 8.A.)

Or - if greater than MAG, the amounts below based on percentages: OR

<u>GROSS RECEIPTS</u>	GROSS SALES	- SALES TAX	= NET SALES	X PERCENTAGE	
FOOD & NON-ALCOHOLIC BEVERAGES	_____	_____	_____	6%	\$ _____ -
ALCOHOL	_____	_____	_____	12.00%	\$ _____ -
SPECIAL EVENTS	_____	_____	_____	12.00%	\$ _____ -
VENDING MACHINE SALES	_____	_____	_____	6.00%	+ _____
NET SALES X PERCENTAGES TOTAL					(B) \$ _____ -

MONTHLY RENTAL SUBTOTAL The greater of A or B: \$ _____ -

ADDITIONAL FEES

UTILITIES:	Utility meters are currently separated. Concessionaire shall cover water, electricity, and gas utility services under terms of the Concession Agreement.	n/a
LATE RENT FEE:	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	\$ _____ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of charges paid to RAP.	\$ _____ -

ADDITIONAL FEES SUBTOTAL: \$ _____ -

ADJUSTMENTS*: Explain: _____

\$ _____ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT DUE: \$ _____ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: _____ Date: _____

Required Insurance and Minimum Limits

Name: _____ Date: 09/12/2017

Agreement/Reference: Golf Food and Beverage Concessions

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability with \$2,000,000 aggregate; City of Los Angeles must be named as an Additional Insured \$1,000,000

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability \$1,000,000
 Broad Form Liquor Liability; and
with Rental Interruption of 180 days

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

Pollution Liability _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance _____

Other: _____

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2					
1. NAME OF FACILITY			DATE OF OCCURRENCE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
2. SUBJECT OF REPORT					
3. EXACT LOCATION OF OCCURRENCE					
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY					
5.					ESTIMATE OF DAMAGES
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE		DEPT. NO	SERIAL NO.	APPROX. VALUE
7.					TOTAL \$0.00
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION					AMOUNT
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10. WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
11. HOW WAS ENTRANCE GAINED?					
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE		LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.		
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

PRINT

PAGE 2

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-top: 1px solid black; margin-bottom: 10px;">Signature of Person Completing this Form</div> <div style="border-top: 1px solid black; margin-bottom: 10px;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black;"> Title Date </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
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Consultant	Address
-------------------	----------------

Contact Person	Phone/Fax
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CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:		
	DOLLARS	PERCENT	Printed Name of Person Completing this Form: _____ Title: _____ Date: _____		
TOTAL MBE PARTICIPATION	\$	%			
TOTAL WBE PARTICIPATION	\$	%			
TOTAL SBE PARTICIPATION	\$	%			
TOTAL EBE PARTICIPATION	\$	%			
TOTAL DVBE PARTICIPATION	\$	%			
TOTAL OBE PARTICIPATION	\$	%			

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



City Ethics Commission
 230 N Spring Street
 City Hall - 24th Floor
 Los Angeles, CA 90012
 Web Site: 428
 (213) 974-1900

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
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Name of Bidder:	Phone:
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Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: _____ Signature: _____
 Name: _____
 Title: _____

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1**(l) "Public lease or license".**

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

RANCHO PARK GOLF COURSE
TAVERN AT RANCHO PARK, LLC (TRP)
CAPITAL IMPROVEMENTS SCOPE OF WORK SUMMARY

CONTRACT EXECUTION DATE: May 1, 2020

PROPOSED AMENDED TERM: 15 years plus one five-year option

INITIAL CAPITAL INVESTMENT AMOUNT: \$4.3 Million

PROJECT CHALLENGES: Pandemic effects on supply chain, construction and equipment price increases, labor cost increases, and discovery of unexpected conditions in the building.

ITEM	ORIGINAL CAPITAL IMPROVEMENTS (EACH ITEM REMAINS IN THE PROPOSED AMENDMENT) GROUP A	COST	COMMENT
1	ADA compliance with upgrades to seating in restaurant and bar; cash transaction counters, and doors.	Included	[1] [2]
2	Aesthetic upgrades through paint, flooring, furniture, and lighting fixtures.	Included	[1] [2]
3	Remodel/configuration of: Main lobby and restrooms. And remove the dividing wall between the restaurant and current bar lounge to create a larger uniform space.	Included	[1] [2]
4	Installation of the following: Grease interceptor Back deck with trellis Front patio	Included	[1] [2]
5	Remodel the Halfway House	Included	[1] [2]
6	Design and construction of banquet hall/secondary bar	Included	[1] [2]
7	If necessary for direct billing, install an electrical sub-meter	Included	[1] [2]
8	Provision of Wi-Fi service (to RAP's standards)	Included	[1] [2]

Total:

\$4.2M

Footnote Legend:

[1] From TRP's Negotiated Agreement executed May 1, 2020.

[2] Included in current Redevelopment Project.

RANCHO PARK GOLF COURSE
TAVERN AT RANCHO PARK, LLC (TRP)
CAPITAL IMPROVEMENTS SCOPE OF WORK SUMMARY

	ADDITIONAL CAPITAL IMPROVEMENTS IN THE PROPOSED AMENDMENT AND PAYABLE BY CITY AS RENT CREDIT (SUPPLEMENTAL WORK) GROUP B	ESTIMATED COST	COMMENT
A	Demo of hazardous materials	399,428	Hidden lead and asbestos.
B	Roof hazmat abatement and replacement	556,000	
C	Demolition for ADA path of travel work	507,769	
D	Doors, frames & hardware (exterior portions)	1,747	TRP responsible for other half.
E	Windows & storefront doors (exterior portions)	157,735	TRP responsible for other half.
F	Electrical – switchgear, panelboards	1,018,052	Hidden electrical weakness.
G	Electrical associated with switchgear upgrade	251,371	Hidden electrical weakness.
H	Pro Shop – points of connection and millwork	30,000	Wall build outs and pwr/data POCs within the 4-wall “box.”
I	Parking lot ADA improvements	1,885	
J	Site grading	19,795	
K	Concrete curbs	15,000	
L	Concrete walk paths	185,000	
M	Temp fencing/temp facilities	69,354	TRP to cover original timeline costs, not for delay period not caused by TRP.
N	Consultant fees (ADA)	30,000	
O	EV charging station infrastructure	334,000	
	Total Section B (payable through rent credit)	\$3,577,136	New project total is \$7.8M, was \$4.2M