

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Marina Concession at Irondequoit Bay Park West

Release Date: June 4, 2010

Response Deadline: July 16, 2010



Maggie Brooks
County Executive

Monroe County
Department of Parks
171 Reservoir Avenue
Rochester, NY 14620
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Walter Webert
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP Marina Concession at Irondequoit Bay Park West

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot bid competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe County. _____

*Other: _____

Suggested changes to RFP _____

Specifications for next _____

Request for Proposals. _____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

TABLE OF CONTENTS

Section 1 – Invitation to Participate		
1.1	Purpose	4
1.2	RFP Coordinator; Issuing Office	4
1.3	Presentation and Clarification of the County's Intentions.....	4
1.4	Time Line.....	4
1.5	An Overview of the Organization.....	5
1.6	Site Visit.....	5
Section 2 – Scope of Work		
2.1	Background.....	6
2.2	Scope of Work	6
Section 3 – Specific Proposal Requirements		
3.1	Submission of Respondent’s Proposal.....	7
3.2	Response Date.....	8
3.3	Clarification of RFP and Questions.....	8
3.4	Addenda to RFP.....	8
3.5	Organization of Proposal.....	8
3.6	Method of Evaluation.....	10
3.7	Oral Presentation.....	10
3.8	Investigations.....	11
Section 4 – General Information for the Vendor		
4.1	Reservation of Rights.....	12
4.2	Contract Negotiation.....	12
4.3	Acceptance of Proposal Content.....	12
4.4	Prime Responsibilities.....	12
4.5	Property Rights.....	12
4.6	Contract Payment.....	13
4.7	News Release.....	13
4.8	Notification of Vendor Selection.....	13
4.9	Independent Price Determination.....	13
4.10	Incurring Costs.....	14
4.11	Material Submitted.....	14
4.12	Indemnification.....	15
4.13	Insurance Requirements.....	15
4.14	Proposal Certification.....	16
Appendices		
Appendix A	Sample Concession/License Agreement	17
Appendix B	Map of 512 Bay Front South.....	30

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals for the operation and maintenance of a marina in Irondequoit Bay Park West. The marina offers a variety of services as described below. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent.

Walter Webert, Contract Specialist
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Phone: (585) 753-1123
Fax: (585) 753- 1104
Email: wwebert@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on **June 4, 2010.**

- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on **June 18, 2010**.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before **June 25, 2010**.
- ◆ Final RFP submissions must be received by 3:00 PM EST on **July 16, 2010** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 An Overview of the Organization

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 Billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. The County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

The County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

1.6 Site Visit

Respondents are invited to attend a tour of the marina on Tuesday, June 15, 2010 at 10 a.m. There will be no other opportunities to tour the marina. **Please RSVP by email to Walter Webert if you plan to attend the site visit, wwebert@monroecounty.gov.**

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Background

Monroe County is seeking proposals for the operation and maintenance of the marina concession located in Irondequoit Bay Park West. The marina is located at 512 Bay Front South, Rochester, NY 14609 and is currently known as Sutter's Marina. It is currently operated under a concession/license agreement (a sample concession/license agreement is attached as Appendix A to this RFP).

The property is more particularly described in the map attached as Appendix B of this RFP. It consists of approximately 1.25 acres, including all of the flat land on the lower level on both sides of Bay Front South, the boat launch, and buildings. The buildings include the marina store (1156 sf), the main showroom (4060 sf), and various out-buildings. The following services are offered by the marina: slip rental, winter storage, fuel sales, snack food and soft drink sales, boat sales and repair, boat launching and pump-out service. Docks are not offered as part of the property, and must be furnished by the successful Respondent. The fuel and pump-out tanks are also owned by the current operator.

The successful Respondent will assume maintenance and operation of the marina in the above described property, subject to the approval of the County Legislature, for a five (5) year term commencing December 1, 2010, with two five-year term renewals, upon mutual agreement. Operations shall be in conformance with the specifications attached hereto, the concession/license agreement, and subject to the authority of the Director of Parks.

2.2 Scope of Work

Proposals should include an offer to operate and maintain the marina located in Irondequoit Bay Park West for a term of five (5) years, commencing on December 1, 2010; and a minimum guarantee to the County of \$36,000 annually, and a proposed maximum fee consisting of either a percentage of gross income or a fixed monthly amount.

Respondents should include a narrative and work plan that addresses:

- 1) Services to be offered;
- 2) Number and type of boat slips to be provided, including number and type available to the general public;
- 3) Number and type of winter storage spaces to be provided;
- 4) Hours of operation of public boat launch facility;
- 5) Method for allocating reserved boat slips and winter storage spaces to the general public;
- 6) Products to be sold and/or serviced;
- 7) Number and functions of employees;
- 8) Plans for improvements to the property, and possible funding sources;
- 9) A minimum guarantee to the County of \$36,000 annually, and a proposed maximum fee consisting of either a percentage of gross income or a fixed monthly amount.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on July 16, 2010.

Walter Webert, Contract Specialist
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Email address: wwebert@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Respondents must submit one (1) signed original Proposal and four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Marina Concession at Irondequoit Bay Park West."** The Respondent is encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.

3. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.
4. Functions and location of your nearest regional office to Monroe County.
5. Anticipated growth of your organization including expansion of the client base and acquisitions.
6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Approximate annual budget;
 - c. Name and telephone number of contact person;
 - d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. Résumés for the key personnel to be involved in providing services to the County.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

- 1) its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
- 2) how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
- 3) proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Cost Proposal. Respondents must detail the proposed method of compensation for the services.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above

those described in Section 4.13 of this RFP.

- H. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.
- I. Exceptions to the Standard Monroe County Contract (Appendix A).** For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.
- J. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to the following criteria:
- ◆ Proposed Fees
 - ◆ Degree of Relevant Experience
 - ◆ Technical Competence
 - ◆ References
 - ◆ Capacity and Availability to Perform the Services
 - ◆ Local Office
 - ◆ Other pertinent criteria
- C. Contract Approval Process:** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department. The County anticipates awarding this contract on or about August 1, 2010.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough

mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Monroe County Contract which contains mandatory provisions.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term "Work" is defined as all

data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret,

which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Respondents
Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$2,000,000 per occurrence.
- E. MOTOR VEHICLE INSURANCE issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

**APPENDIX A:
STANDARD MONROE COUNTY CONCESSION/LICENSE AGREEMENT
A G R E E M E N T**

THIS AGREEMENT, made this _____ day of _____ 20__, by and between the COUNTY OF MONROE, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as the "CONCESSIONAIRE".

WHEREAS, the CONCESSIONAIRE has heretofore submitted a proposal leading to the approval thereof, by the Monroe County Legislature, pursuant to Resolution No._____. adopted- _____ authorizing this contract to CONCESSIONAIRE: and

WHEREAS, the County has under its management and supervision a park known as _____ located in Monroe County and in said park is a _____ for public use: and

WHEREAS, the County has undergone a Request For Proposal (RFP) process and found that the CONCESSIONAIRE is qualified to manage this _____ and has the ability and financial resources to accomplish the aims of the County in the operation of the concession,

NOW, THEREFORE, it is mutually agreed to by and between the parties hereto as follows:

1. The County hereby grants unto the CONCESSIONAIRE a concession, license or privilege on the premises of the above mentioned and described County Park and _____, as follows:

2. It is understood and agreed that this is, essentially, a personal services contract and that _____ is the President and Chief Operating Officer of the Concessionaire. In the event that said _____ resigns or is in any capacity disassociated from direct control and operation of the Concessionaire, _____, or his status as a stockholder in any way changes, or for any reason cannot continue in the foregoing capacity and render such services as this contract describes, the County may give sixty (60) days' notice to the Concessionaire that it elects to cancel and terminate this contract.

3. This concession and privileges hereby granted by the County shall not be assigned, sublet or granted to any other person or party without Concessionaire having obtained the written consent of the County.

4. The term of this agreement shall commence _____ and continue for a period of five (5) years with a right of renewal by the Concessionaire for a further term of five (5) years by giving written notice thereof to the county at least six (6) months prior to the expiration thereof. This agreement may be extended for a further term of five (5) years upon the written consent of both parties hereto.

5. The Concessionaire agrees to pay the County in consideration of the granting of this concession, a total flat rental payment in the amount of \$_____ for the first term of this agreement, total flat rental payment of \$_____ annually for the second term of the agreement and a total flat rental payment of \$_____ annually for the third term of this agreement. Such rental payment shall be due and payable in twelve (12) equal monthly installments with first monthly payment due and payable on _____.
6. In addition to the flat rental amount above mentioned, Concessionaire shall pay to the County rent received from all of its operations of the concessions based on calendar years sales computed as follows:
 - a.) First term of the agreement; ____% of annual gross sales from the operation.
 - b.) Second Term of the agreement; ____% of annual gross sales from the operations.
 - c.) Third term of the agreement; ____% of annual gross sales from the operations.

Such additional rent shall be payable by January 31st in each year and shall be accompanied by an Annual Statement of Income and Expense audited and certified by a CPA and setting forth a full statement of gross annual sales and expenses attributed thereto.

7. In addition to the above annual report, Concessionaire shall provide to the County a quarterly detailed record of all of its gross sales and expenses at the above-described operations.
8. The Concessionaire agrees that it will, at all times during the term of this agreement, keep true, accurate and complete books and records from which it gross sales can be determined and in a form otherwise satisfactory to the County. Such books and records shall be made available for inspection and audit by the County at all reasonable hours and times and the County shall have the right during regular business hours to inspect and audit all such books and records and other papers and files of the Concessionaire relating to it operations.
9. The County reserves the right to perform an audit on any annual statement submitted to it and if such audit shows the amount of gross sales was understated by more than eight (8%) percent, then in addition to the right to collect the under reported amount, the County, at its option, may also elect to assess the Concessionaire an additional penalty equal to ten (10%) percent of the unreported gross sales.
10. Concessionaire shall prior to the commencement of operations, forward to the County a copy of validated certificate of Authority of evidence of registration with the Sales and Use Tax Bureau of the State of new York. Along with the quarterly financial reports required herein, the Concessionaire shall supply to the County a

copy of each quarterly report that is filed with the New York State Sales tax Department.

11. The Concessionaire shall furnish and provide such services and products as contemplated herein as such prices as are mutually agreed upon by the parties hereto and such prices shall be legibly posted on bulletin boards furnished by the Concessionaire. Generally, the prices of any product or service sold or provided by the Concessionaire shall not be more than ten (10%) percent higher than the average price of such product or service at a similar establishment in Monroe County. During the month of January in each year of the contract, the Concessionaire shall submit to the County a listing of all prices for items and services proposed to be sold to the public for its use or consumption and the County reserves the right to reject any price which it may deem justified.
12. The Concessionaire shall operate the concessions in a first class manner, satisfactory to the County, and services shall be consistently prompt, clean, courteous and efficient. Concessionaire shall train the required staff to carry out high levels of service in all areas of the concessions and the products offered shall be of the highest quality and shall at all times, be in good taste. All such employees shall wear identification badges and be clad in neat and clean clothing satisfactory to the County.

Concessionaire shall not permit any person, agent or employee to remain in or upon premises of the park or in any of the buildings, structures or locations occupied by the Concessionaire for a period of time longer than is normally permitted and the County reserves the right to notify the Concessionaire that any person on the premises, or employed on the premises is, in its opinion, incompetent, disorderly, unsanitary otherwise unsatisfactory.

Thereupon such person shall be evicted, discharged and shall not again be employed without the consent of the County. However, there shall be no discrimination practiced by either party hereto in the employment of any employee based upon race, creed, color, age or sex.

13. Concessionaire hereby proposes certain beverage and food items products to be sold which are subject to the approval of the County and are specified in the exhibit hereto. No products shall be added or subtracted from said list unless approved by the County.
14. It shall be the obligation of the Concessionaire to apply for, pay for and obtain all permits and licenses. The Concessionaire shall not sell or permit to be sold, used or brought upon the premises, any intoxicating or alcoholic beverages.
15. The Concessionaire shall not permit or suffer any gambling at any time upon the premises nor shall it permit improper or illegal conduct on the part or any gambling device or system of its officers or employees, shall not permit hawking or any other noises or disturbances designed to attract attention or to solicit trade, and further shall not permit the installation and operation of vending machines or other coin operated amusement machines without the prior written approval of the County.

16. The Concessionaire shall promptly pay, when due all sales taxes, retail sales and use taxes, consumer taxes, permit fees, license fees, Pure Waters charges and/or other taxes or fees which may be assigned, charged or levied against it when said taxes or fees are due and payable with respect to the Concessionaire's operations.
17. The Concessionaire shall allow the Director or such person as may be designated, access to the premises at all reasonable hours for the purpose of examining and inspecting the Premises, or making necessary structural building or utility repairs, or for any other purpose, not unduly affecting the operation of the Concessionaire's business.
18. The minimum hours of operation shall be mutually agreed upon between the Concessionaire and the County.
19. Concessionaire agrees that it shall not perform or suffer in or on the premises any act or thing deemed hazardous and shall comply with all applicable laws, ordinances, rules and regulations of Federal, the State of New York and the County of Monroe, including the County Parks Law and other rules and regulations promulgated thereunder.
20. Meetings shall be held periodically at a place and time to be designated and agreed upon mutually by the Concessionaire and the County, for the purpose of discussing current operational problems, presentation of requests for changes in schedules, accommodations, prices, products or policies and other pertinent business which may arise. The County shall be represented at such meetings by the Director of parks or his authorized representative and such subordinate supervisory personnel fully acquainted with field operations as he shall designate.
21. In the event that the County decides at any time during the term of this contract to inaugurate a program of remodeling and renovating for park operations any of the Premises which reduces the volume of Concessionaire's sales or increases its costs, then the amount of the annual fees shall be reduced in an amount agreed upon in writing between the County and the Concessionaire.
22. The location of any concession operation shall not be construed to be specific or limiting in the sense that the Concessionaire shall be restricted to the use of certain areas. The limits of the areas specified may be expanded or contracted, or the location changed as is consistent with good business practice. Whenever any change of location may be directed by the County, details of such move will be agreed upon between the parties.
23. The Concessionaire shall erect one suitable sign at a conspicuous location at the Premises, approved by the Director, informing the public of the nature of the products and services provided and the name of the Concessionaire furnishing the same. The Concessionaire shall provide a display board at the Marina Office/Store for the exclusive posting by the Director of public information relating to safe boating procedures, navigational laws including the Bay speed limit and other pertinent health and safety information. The Concessionaire shall place no sign or advertisement upon any property of the Parks Department except such as shall have first been approved in writing by the Parks Department; and the Parks

Department, through its agents shall have the right, without notifying the Concessionaire to remove at the cost and expense of the Concessionaire, any sign that may be erected without such approval.

24. The Concessionaire is responsible for the reasonable maintenance, repair and upkeep of the Premises, including but not limited to the buildings, docks, gas docks, ramps, and to keep all areas of the premises in a clean, neat, orderly, safe and inviting condition satisfactory to the Director.
25. Concessionaire shall provide a spill containment device for its boat fueling operation. Concessionaire shall develop procedures for the clean-up of any spills generated by its fueling or repair operations subject to the review and approval of the Director prior to occupancy. Concessionaire shall be responsible for proper maintenance and repair of any and all fuel tanks permitted on the premises by the Director and shall remove the same at the Director's option at the termination of this agreement. The Concessionaire shall also be in complete compliance with any and all New York State Department of Environmental Conservation Rules and Regulations regarding the above.
26. The Concessionaire shall not permit garbage and other refuse to accumulate in or about the Premises except in suitable covered garbage receptacles. The Concessionaire shall maintain all such receptacles neatly and cleanly. The Concessionaire is required at its expense to dispose of all garbage and refuse. The Concessionaire shall maintain a waste policy approved by the County which emphasizes the recycling of waste materials. The Concessionaire shall also be solely responsible for the removal and proper disposal of all hazardous or toxic waste.
27. The Concessionaire shall, at his own cost and expense, furnish and maintain in good useable condition, a sufficient quantity, type and grade of equipment as specified in this agreement or as may be necessary to promptly and properly furnish the services herein provided for in a manner acceptable to the Director.
28. Upon termination of this agreement whether by expiration or otherwise, the Concessionaire shall remove all of its personal property from County property within ten (10) days.
29. The Concessionaire will pay for all utilities as needed for the operation of the concession, and all utilities shall be metered. All utility meters shall be installed and maintained at the expense of the Concessionaire and require written approval of the Director. The County will not furnish telephone service in any location.
30. The Concessionaire shall not expand the operation or make any improvement, alteration of or repairs to the Premises, or erect any new structure without first submitting a program of construction, alteration or repairs and plans and specifications therefore, together with a copy of the contract (including the price of said work) and obtaining the written approval of the Director
31. The County has granted two terms of five (5) years at Concessionaire's sole option (this contract plus an additional term) and upon representation by the

Concessionaire that it will expend and invest the approximate sum of \$_____ over said ten year period on such items as new docks, tanks and other capital improvements.

32. Concessionaire does not have exclusive rights to parking on premises for itself, its guests, employees, contractors or agents except at the Service Building site; all other parking areas are to remain available for common parking use by the general public. Parking is prohibited except at locations approved by the Director and the Concessionaire has the responsibility to enforce parking restrictions. Adequate parking controls, such as curb stops, shall be provided for the Premises by Concessionaire at its expense and as directed by the Director. Parking is also prohibited within 10 feet of the edge of the water and the Concessionaire shall install controls to prevent such parking.
33. Upon the termination of this agreement by expiration of the original term or renewals thereof or otherwise (except termination because of damage, destruction or loss to structures pursuant to the paragraph No. 35), the fixtures and all improvements of every nature thereof shall remain a part of the real estate and belong to the county and said fixtures and improvements to be surrendered to County in good and workable condition, reasonable wear and tear excepted. Notwithstanding the foregoing, however, the Concessionaire shall have and is hereby granted the right to remove any and all of its moveable trade fixtures, furnishings and equipment and personal property, all of which shall be removed within ten (10) days after the termination or expiration of the agreement, exclusive of weekends and holidays. If Concessionaire shall fail to remove its trade fixtures, equipment and personal property upon the termination or expiration hereof, the County, at its option, after the expiration of this ten (10) day period, as agent for Concessionaire and at Concessionaire's risk and expense, remove such property to a public warehouse for deposit or retain in its own possession and after the expiration of thirty (30). days from such removal or retention sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, secondly to any sums owed by Concessionaire to county: and any balance remaining, if any, may be retained by County for damages: or County may refund balance to Concessionaire.
34. In the event that the Premises shall suffer minor damage by fire or other casualty, but shall not be rendered untenable, the premises shall be repaired by the Concessionaire. All work shall be done and carried out as expeditiously as possible, but the Concessionaire shall not be required to undertake such repair until its insurance proceeds have been paid over to it. In any event, the rent to be paid by the Concessionaire shall not cease.
35. In the event that the Premises shall suffer major damage or total destruction by fire or other casualty, or in the event that damage to the Premises is not capable of being repaired within sixty (60) days, or in the event that the Premises shall be so damaged by fire or other casualty, that the County shall deem it necessary to substantially or totally restore or rebuild the Premises, then, this agreement may be terminated in its entirety by the County or the Concessionaire upon thirty (30) days' written notice to that effect to the other and within twenty (20) days thereafter the Concessionaire shall account for and pay all amounts due County

accruing up to the time of said destruction. Whether damage of the premises constitutes major damage or total destruction is to be determined by the County.

36. If any of the following events, ("Events of Default"), shall happen:
- a. Default in the due and punctual payment of compensation or additional compensation payable under this Agreement or any part thereof when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after the date due:
 - b. Default by the Concessionaire in the performance of or compliance with any of the other covenants, agreements, terms or provisions contained in this Agreement, other than those referred to in the foregoing subparagraph, and such default shall continue for a period of thirty (30) days after written notice thereof from County to Concessionaire: except that if such breach cannot with due diligence be cured by Concessionaire. within such time, the period to cure may be extended to such time as reasonably necessary, provided Concessionaire commences promptly and proceeds diligently to cure such breach within 30 day period and provided that such period of time shall not be so extended as to subject County to any liability or forfeitures.
 - c. Filing by Concessionaire, of a voluntary petition in bankruptcy;
 - d. Institution of proceedings in bankruptcy against Concessionaire, as a bankrupt;
 - e. Taking by court of competent jurisdiction of all or substantially all of the assets of Concessionaire, located upon the Premises;
 - f. Appointment of a receiver for all or substantially all of Concessionaire's assets;
 - g. If Concessionaire shall generally not pay its debts as such debts become due, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts, generally, as they become due;
 - h. If Concessionaire fails to maintain its corporate existence;
 - i. Ownership of the controlling and/or majority interest in Concessionaire by other than _____, whether by transfer or by operation of law, including, but not limited to a stock transfer;
 - j. Voluntary abandonment of the Premises or cessation of operation by Concessionaire for 10 consecutive days (whether any keys be surrendered or not);

Thereupon the County at any time thereafter during the continuance of one or more Events of Default may give written notice to Concessionaire, specifying such Event or Events of Default and stating that this Agreement is terminated on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice (unless a different time is specified).

37. Upon the expiration or above termination of this Agreement, Concessionaire shall quit and peacefully surrender the Premises to County and County, upon or at any time after such expiration or termination, may without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof by force, summary proceedings, ejectment or otherwise, and may dispossess Concessionaire and remove Concessionaire and all other parties property from the Premises, and may have, hold and enjoy Premises and the right to receive all income of and from premises and operations. and the
38. At any time or from time to time after the expiration or above termination, County may grant a concession for the Premises or any part thereof, in the name of County or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions as County in its sole discretion, may determine, provided, however, that County in the event of termination, shall make a diligent effort to re-let the Premises on terms and conditions comparable to those contained in this concession Agreement. Notwithstanding any termination by the County, Concessionaire shall continue to be liable for its flat rent and percentage rental under this Agreement, and in addition to any other remedy it may have, County may recover from Concessionaire all damages incurred by County by reason of such breach, including the reasonable cost of recovering the Premises; the expenses of any re-letting, including any costs to put the Premises in tentable condition, and less any compensation received by County by virtue of any re-letting as aforesaid; If the Premises are not re-let, Concessionaire shall be liable at the time of termination for the amount of rent and charges which would be payable under this Agreement for the remainder of its term, based on Concessionaire's history of gross sales up to the date of such termination, all of which amounts shall be immediately due and payable from Concessionaire to County.
39. No failure by the County to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of compensation or additional compensation during the continuance of any such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by Concessionaire, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the County. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.
40. Each right and remedy of County provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by the County of anyone or more of the rights or remedies provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by County of any or all other rights or remedies

provided for in this Agreement or now or hereafter existing at law or by statute or otherwise.

41. In the event that County or Concessionaire shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or the act, failure to act, or default of the other party, or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such deal. Notwithstanding the foregoing, the inability of Concessionaire to obtain financing or to obtain necessary funds, certification or license under the Agreement shall not be deemed to be force majeure.
42. If any mechanics' or other liens, or orders for payment of money shall be filed against the Premises, or any building or improvement thereon, by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for Concessionaire at the Premises, or for or by reason of any change, alteration or addition thereto or the cost or expense thereof, or any contract relating thereto, against the County as owner thereof, Concessionaire shall within thirty (30) days after notice of filing thereof cause same to be cancelled and discharged of record, by bond or otherwise at the election and expense of the Concessionaire, and shall also defend on behalf of County at the Concessionaire's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Concessionaire will pay any damages and discharge any judgment entered therein and save harmless the County from any expenses, claim or damage resulting therefrom. Upon Concessionaire's default, County may, but shall not be obligated to remove and/or discharge any such liens or orders, and all payments and expenses incidental thereto shall be due and payable by Concessionaire within thirty (30) days, as additional rent.
43. The County agrees that upon payment of the rent and performance of the covenants and agreements on the part of the Concessionaire to be performed hereunder, Concessionaire shall peaceably have and enjoy the premises and all rights and privileges granted, hereunder.
44. The Concessionaire recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the county's need to know when jobs become available in the community. The Concessionaire to notify the county when the Concessionaire has or is about to have a job opening for a full-time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the Concessionaire has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment including the job title and information concerning wages, hours per work week, location and qualifications (education and experience). Notice shall be given in writing to:

Employment Coordinator

Monroe County Department of Social Services
111 Westfall Road
Rochester, New York 14620
Fax: (716) 274-6623
Telephone: (716) 274-6610

The Concessionaire recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Concessionaire to employ any individual who may be referred by or through the county for job openings as a result of the above notice. Any decisions made by the Concessionaire to hire any individual referred by or through the County shall be voluntary and based solely upon the Concessionaire's job requirements and the individual's qualifications for the job, as determined by the Concessionaire.

45. The Concessionaire covenants and agrees that it will conduct itself consistent with its status, said status being that of Independent Contractor and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the County of Monroe nor make any claim to any rights accruing thereto including, but not limited to, Workmen's Compensation, unemployment benefits, Social Security or retirement membership or credit.
46. The Concessionaire shall procure and maintain at its own expense for the duration of the term of this Agreement, and any renewals, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all aspects of Concessionaire's operations under the Agreement whether performed by the Concessionaire or by his agents and naming the County as additional insured. Prior to the execution of this contract, the Concessionaire shall furnish to the County certificates of insurance satisfactory to the Monroe county Attorney showing that it has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the County. No insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. The kinds and amounts of insurance are as follows:
 - a. A policy covering the operations of the Concessionaire in accordance with the Worker's Compensation Law and Disability Benefits Law, covering all operations under the Contract, whether performed by it or its subcontractors. If the Concessionaire shall fail to secure disability and compensation coverage during the life of this Contract, in compliance with the provisions of the above laws, such failure shall be an event of default hereunder. Also certificate nos. C-105.2 and OB-155 shall be provided to the County.
 - b. LIABILITY AND PROPERTY DAMAGE INSURANCE:

(1) GENERAL LIABILITY INSURANCE issued to the Concessionaire and covering the liability for damages imposed by law upon the Concessionaire with respect to all aspects of its operation. All of the following coverages shall be included:

Comprehensive Form

Premises - operations

Products/ Completed Operations

Contractual Insurance covering the Hold Harmless provision

Broad Form Property Damage, including fire and all-risk

Independent Contractors

Personal Injury

Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

<p>BODILY INJURY LIABILITY Single Limit</p> <p>\$1,000,000 Each Person \$1,000,000 Each Occurrence \$3,000,000 Aggregate</p>	<p>PROPERTY DAMAGE LIABILITY Single Limit</p> <p>\$2,000,000 Each Occurrence (\$3,000,000 Aggregate)</p>
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c. MOTOR VEHICLE INSURANCE issued to the Concessionaire and covering public liability and property damage on the Concessionaire's vehicles in the amount of:

<p>BODILY INJURY</p> <p>Each Person \$1,000,000</p>	<p>LIABILITY</p> <p>Each Occurrence \$1,000,000</p>	<p>PROPERTY DAMAGE</p> <p>Each Accident \$1,000,000</p>	<p>LIABILITY</p> <p>Aggregate \$1,000,000</p>
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original certificates evidencing such coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements for this section shall be delivered to the county at least sixty (60) days prior to the expiration of policy or policies of insurance. Concessionaire agrees to notify the county in the event of any claim or lawsuit against it which might if successful diminish or reduce the foregoing limits of liability and County, at its option, may require Concessionaire to restore further and increased limit of liability during the continuance of said claims, or lawsuits.

If the Concessionaire shall fail to secure and maintain the foregoing coverage during the life of this contract, such failure shall be an Event of Default hereunder.

MONROE COUNTY PARKS DEPARTMENT

By: _____
Lawrence A. Staub, Jr.
Director of Parks

CONCESSIONAIRE

By: _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared LAWRENCE A. STAUB, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**APPENDIX B:
MAP OF 512 BAY FRONT SOUTH**

See attached document