

CITY OF ST. LOUIS PORT AUTHORITY

FORM OF CONTRACT

**CITY OF ST. LOUIS
PORT AUTHORITY**

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CONTRACT

AND

RULES AND REGULATIONS GOVERNING

THE OPERATION OF CONCESSIONS OF

CERTAIN PORTIONS OF THE WHARF

CITY OF ST. LOUIS

FOR

THE PRIVILEGE OF SELLING MERCHANDISE; PREPARED FOODS,
BEVERAGES, TOBACCO PRODUCTS, CONFECTIONS, ICE CREAM, POPCORN,
NUTS, FROZEN DAINTIES, AND OTHER LIKE REFRESHMENTS AND
SOUVENIRS AND MISCELLANEOUS PRODUCTS AT VARIOUS PUBLIC WHARF
LOCATIONS AS HEREIN DESIGNATED

CONTRACT TO TERMINATE December 31, 2015

CONTRACTOR _____

ADDRESS _____

PHONE NUMBER _____

CONTRACT PRICE _____

FEDERAL I.D. # _____

CONTRACT NO. _____

AGREEMENT

1. AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between _____ as Principal, and _____ as Surety, parties of the first part, and the City of St. Louis Port Authority, party of the second part,

WITNESSETH:

WHEREAS, the Comptroller of the City of St. Louis has been authorized, with the approval of the Board of Estimate and Apportionment to lease, to the Port Authority, the portion of the Wharf between the north curb line of Chouteau Avenue and the south curb line of Biddle Street and the west curb line of Leonor K. Sullivan Boulevard and the Mississippi River for a term not to exceed three years, at a rental as fixed by the Board of Estimate and Apportionment, and

WHEREAS, the City of St. Louis Port Authority has designated the specific location on the promenade where their concession shall be authorized, the type and character of such concession, and the space to be occupied; and

WHEREAS, _____ was the highest acceptable bidder, and

WHEREAS, _____ bid has been accepted by the City of St. Louis Port Authority.

NOW, THEREFORE, in consideration of the privileges hereinafter mentioned to be granted by the second party, the said _____, as Principal, and _____ as Surety, hereby covenant and agree that the said will at _____ own proper cost and expense do all work called for by this agreement, in the manner and under conditions hereinafter specified.

2. GRANT OF PRIVILEGES

The City of St. Louis Port Authority grants to the Concessionaire the exclusive right and privilege during the term of this agreement to sell _____
_____ at Location _____: (See Location Plat Attached, EXHIBIT A) subject to the Rules and Regulations governing the operation of concessions on the public wharf of the City of St. Louis, a copy of which is attached to and made a part of this agreement and is designated as EXHIBIT B.

Concessionaire's vending right to service various organized events may be waived when deemed necessary by the Executive Director of the City of St. Louis Port Authority.

3. EQUIPMENT

The Concessionaire shall provide, at his own expense, all equipment necessary to provide the Items offered for sale in the conduct of the business, and, as defined in VENDOR STANDARDS herein.

4. PAYMENTS TO THE CITY OF ST. LOUIS PORT AUTHORITY

In consideration for the rights and privileges herein granted, the Concessionaire agrees to pay the City of St. Louis Port Authority an annual rental fee of: \$ _____ (\$1,000.00 minimum per year), for one year, payable in advance.

5. PRICES CHARGED BY THE CONCESSIONAIRE

All food, beverages, and all other items offered for sale and the prices to be charged for same by the Concessionaires shall be subject to the approval of the Executive Director of the Port Authority. In addition, all prices charged are to be competitive with those charged for similar items by other concession operations. The list of items and prices to be charged must be submitted by the Concessionaire with his/her bid; and, must meet the approval of the Executive Director of the Port Authority and shall be binding upon the Concessionaire as of the effective date of this agreement.

Thereafter, during the life of this agreement, the Concessionaire shall obtain written approval from the Executive Director of the Port Authority to make any changes in said price list or items offered for sale.

6. CONCESSIONAIRE'S BOOKS AND RECORDS

The Concessionaire shall keep and maintain proper and adequate books, records and accounts accurately reflecting total gross sales of the concessions. All books, records and accounts shall be available for inspection in the City of St. Louis between the hours of 9:00 am to 5:00 pm, Monday through Friday, inclusive, by any duly authorized agent of the City of St. Louis Port Authority.

7. REPORTS

Within fifteen (15) days after the end of each calendar month within the term of this agreement, the Concessionaire shall submit to the Executive Director of the Port Authority a detailed statement of total gross receipts for said period. Said statement shall be in such detail and such form as may be required by the Executive Director of the City of St. Louis Port Authority.

8. INSURANCE

Concessionaire shall file certificates with the City showing that he/she has obtained and will continue to carry Workmen's Compensation Insurance (if Contractor is required to do so by State laws) for the life of the contract. Similar certificates shall be filed showing coverage for Public Liability and Property Damage Insurance in the amount of \$100,000.00 for injury to one person, \$300,000.00 for injury to two or more persons, and property damage in the amount of \$50,000.00 with the City of St. Louis, City of St. Louis Port Authority and St. Louis Development Corporation as named insured.

The minimum amounts of coverage required for public Liability Insurance as set out herein shall not be construed to limit the liability of the contractor.

It will be necessary for the bidder to furnish as a part of their Insurance coverage, PRODUCTS LIABILITY.

9. APPOINTMENT OF MANAGER

The Concessionaire shall be responsible, or shall appoint a manager who shall have full and complete control over the operation of the concession and who shall be responsible for all pertinent books and records and all payments made to the City of St. Louis Port Authority as provided by Paragraphs 4, 5, 6, and 7 of this agreement.

The Concessionaire or manager shall arrange his/her daily schedule so that he/she will be available to agents of the City of St. Louis Port Authority during normal business hours on twenty-four (24) hours notice.

10. CONCESSION EMPLOYEES

All concessions shall be operated by the Concessionaire's employees. For the purposes of this agreement, an employee shall be "a person either employed on a salary basis or working on a commission basis, or both, from whose wages are deducted withholding taxes and social security taxes".

Within thirty (30) days after the effective day of this agreement, the Concessionaire shall provide the Executive Director of the Port Authority with a complete list of employees assigned to work at the concession. Such list shall include the employee's name, address and shall state whether the employee is compensated by salary, commission or both. The Concessionaire shall revise such information as employee changes occur.

The Concessionaire shall be responsible for providing all concession employees any supplies required in the operation of all equipment/mobile unit. The Concessionaire employees and equipment shall be in sufficient quantities to properly service the public, and available at such times as specified by the Executive Director of the Port Authority.

11. ALL ITEMS FOR SALE

All products offered for sale and for public consumption by the concession shall be of number one, first grade quality. All federal, state and local regulations pertaining to quality of products offered for sale must be met by Concessionaire.

12. PATENT CLAIMS

The Concessionaire shall save harmless the City of St. Louis and City of St. Louis Port Authority and St. Louis Development Corporation from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement material or process used by him/her in the execution of this agreement.

13. LICENSE FEES AND TAXES

The concessionaire shall pay all license fees and taxes and obtain all permits that may be imposed by any city, state or federal authority. Such fees and taxes shall not be deductible from any rentals or fees due the Port Authority.

14. INVALIDITY OF SPECIFIC PROVISIONS

If any provision of this agreement shall be invalid for any reason, such invalidity shall not affect the remaining provisions herein, the parties to this agreement hereby declaring that they would have agreed to the other provisions of this agreement not withstanding such invalidity.

15. DAMAGE CLAIMS

The Concessionaire shall indemnify and save harmless the City of St. Louis, City of St. Louis Port Authority and St. Louis Development Corporation from all suits or

actions brought against the said City and/or Authority for or on account of any injuries or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges herein granted, or by or on account of any act or omission of the said Concessionaire or his agents.

16. TERMINATION AND FOREFEITURE

It is further agreed that this agreement shall terminate on December 31, 2015, and that a high priority will be given to ensure quick termination and forfeiture of Concessionaire's contract if an excessive number of documented contract violations occur. When a contract violation is observed, the concessionaire will be notified in writing for immediate corrective action and reply. Any documented contract violation without immediate corrective action and reply from the Concessionaire will result in termination of the Concessionaire's contract. Five documented contract violations with corrective actions will warrant a contract termination warning by the Executive Director of the Port Authority. If a license is revoked, the concessionaire will not be allowed to bid for one year. If the license is revoked, that year's annual rental fee payment is forfeited.

Concessionaire acknowledges and agrees that the right and privilege granted hereunder is in the nature of a license rather than a lease or public works contract; and that the City of St. Louis Port Authority's paramount obligation in connection with this agreement is to assure quality concession service to users of the area served by the concessionaire. The Port Authority has the right to add or delete concession areas, as it feels appropriate. The Port Authority has the right to modify, amend, or cancel this license upon thirty (30) days written notice to Contractor in the event that any portion of the location be needed for any municipal purpose, sewer, right-of-way or riverfront reconstruction.

17. ASSIGNMENT OF AGREEMENT

This agreement shall not be assigned by the Concessionaire, in whole or in part, nor any portion of the premises sublet without the written consent of the City of St. Louis Port Authority.

Should the successful bidder be a corporation, it shall be the responsibility of that corporation to notify the Executive Director of the Port Authority if any change is made in the officers of that corporation during the life of this agreement.

18. VENDOR STANDARDS AND EQUIPMENT

Concessionaire shall furnish equipment which, in the judgement of the Executive Director of the Port Authority, complies with the following standards:

Merchandise

Merchandise categories are food (including: sandwiches and desserts), souvenirs and miscellaneous products. No merchandise shall be displayed outside the equipment/mobile unit. All merchandise shall be approved in detail by the Executive Director of the Port Authority for its compatibility with the family entertainment nature of the Riverfront and the general theme of the area. A container for merchandise storage will require approval of location and size by the Authority.

Number and Location of Vendors

The number of locations allowed on the Riverfront shall be limited to a maximum of two per vendor.

Vendor Attendance

Vendor shall be required to be in operation for at least seven (7) hours per day Tuesday through Sunday during the months of May through September, weather permitting. During the remainder of the year, the vendor should operate for at least six (6) hours per day on weekends and legal holidays if the atmospheric temperature is 55 degrees fahrenheit or higher.

Exception: Those dates/events excluded by Section 19.

19. LIMITATIONS

All vending activities provided for under the contract will be suspended during the period of the annual St. Louis Fair and Celebrate St. Louis Activities and at those other times and locations determined by the Executive Director of the Port Authority, with approval of the Port Commission, to be in the interest of public welfare. At the time of the following pre-established special riverfront events, the sponsor or affiliates of the event have a right to sell their products on the promenade or riverfront of the City of St. Louis:

MEMORIAL DAY ACTIVITIES	Last weekend and Monday in May
LABOR DAY ACTIVITIES	First weekend and Monday in September

20. EQUAL EMPLOYMENT

The successful bidder must comply with Fair Employment Practices to insure non-discrimination.

The Concessionaire agrees that in performing under this contract neither he nor anyone under his control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, national origin, age, or sex, nor give the appearance that such has recently occurred or is now occurring, and shall take affirmative action in the employment of lower income residents of the City.

The Concessionaire agrees that maximum utilization of minority and women-owned business enterprises (M/WBE) will be sought consistent with the City's goals of 25% minority business participation and 5% women business participation in contracting for goods and services and the Concessionaire shall maintain records to demonstrate maximum utilization of bona fide minority and women-owned business enterprises.

IN WITNESS WHEREOF, we set our hands the date first written above.

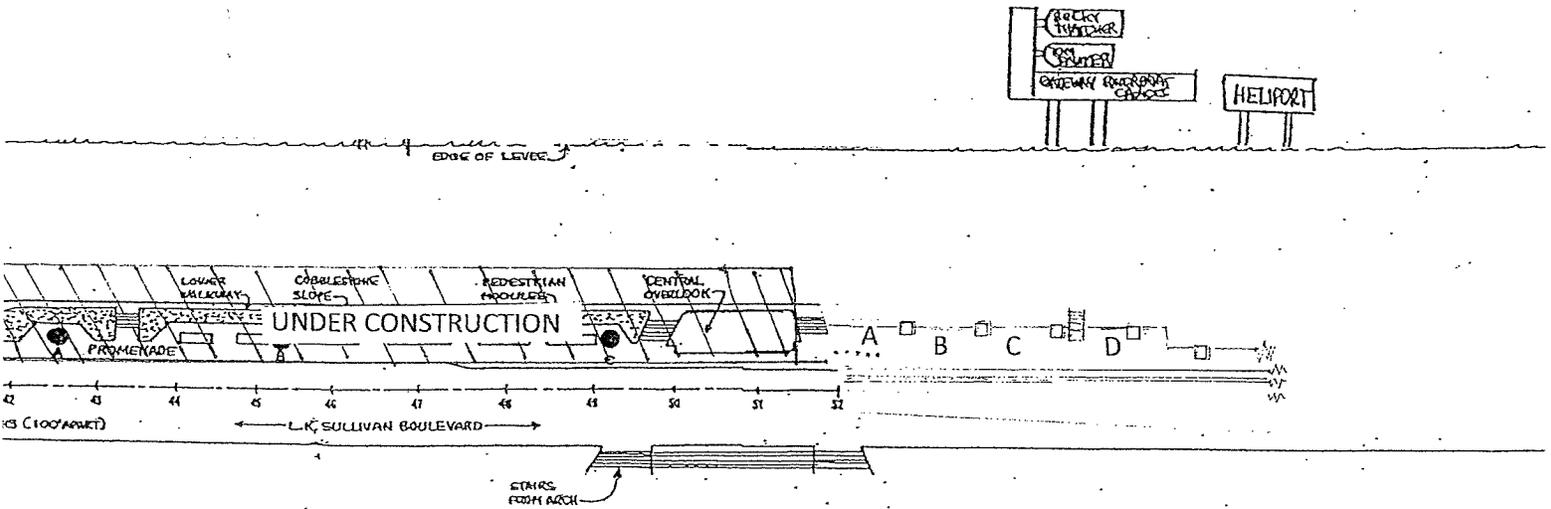
PORT AUTHORITY, CITY OF ST. LOUIS
Executive Director

PRINCIPAL

ATTEST

ATTEST

CONCESSION LOCATIONS ON PROMENADE

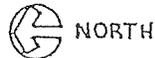


KEY

ABCD FOOD & SOUVENIR / MISC. PROD. VENDORS



CONCESSION LOCATIONS
(NOT TO SCALE)



**RULES AND REGULATIONS GOVERNING
THE OPERATIONS OF CONCESSIONS AT
THE PUBLIC WHARF OF THE CITY OF ST. LOUIS**

In the following rules and regulations, the City of St. Louis Port Authority shall be designated as the "Authority", and the individual or corporation operating the concession shall be designated as the "Concessionaire".

1. The Concessionaire shall provide and maintain proper and adequate furnishings, fixtures, and equipment to meet the "Vendor Standards and Equipment" requirements in the Contract of the type and style suitable to serve the public in a proper manner.
2. The Concessionaire shall, at all times, keep the premises, including windows and equipment, clean and sanitary in full compliance with all laws and regulations of the City of St. Louis, Department of Health and Hospitals, relative to the operation of a Class "A" Restaurant.

Further, the Concessionaire will maintain the premises in a neat, clean, sanitary and orderly condition to the satisfaction of the Authority's representative.

3. In addition to the required operation dates and hours provided for in "Vendors Attendance", in the Contract, the Concession shall be operated at such times as may be mutually agreed upon between the Authority and the Concessionaire.
4. The Concessionaire shall employ and maintain sufficient help to properly and adequately serve the public at all times.
5. The Concessionaire shall, at his/her own expense, retrieve any containers that may be carried away and left on the public wharf.
6. The Authority reserves the right to require the Concessionaire to remove any employee from working in the public wharf who, in the opinion of the Executive Director of the City of St. Louis Port Authority, is incompetent or disorderly.
7. The Concessionaire shall dispense all beverages and liquids in paper cups.
8. No signs shall be erected in the concession area by the Concessionaire without the approval of the Executive Director of the City of St. Louis Port Authority.

9. The Concessionaire shall not install any vending machines, music boxes, mechanical games, radios, televisions, picture machines or other similar equipment, or any advertising matter, without the expressed written consent of the Executive Director of the City of St. Louis Port Authority.
10. The Concessionaire shall collect and dispose of all litter and garbage incident to the operation of the concession. The cleanliness of the specific assigned area shall rest with the concessionaire and that a specific number, but not less than two (2) twenty (20) gallon trash receptacles shall be placed by the Concessionaire within this specifically assigned area.
11. The Concessionaire shall confine all sales activities within the designate area identified in the Contract.