

REQUEST FOR PROPOSALS

Hudson River Park Trust



**Request for Proposals
For
Marine Uses at Hudson River Park's Pier 40 in Manhattan**

RFP Release Date: August 22, 2023

Submission Deadline: October 5, 2023, at 4:00 pm

RFP#: L2401

SUMMARY

- Premises:** Docking area along north and west of Pier 40 and optional interior space for ancillary uses.
Premises A: docking area along the north side of Pier 40, approximately 809 feet in length; and
Premises B: docking area along the west side of Pier 40, approximately 755 feet in length.
- Permitted Uses:** The permitted uses include water dependent uses such as sightseeing excursions; dining cruises; charter vessels; historic vessels with dining, touring and similar commercial operations; docking or berthing of large boats and yachts; public programming, educational and/or cultural uses; and other similar water-dependent uses approved by the Trust.
- Permit:** Each of the two Premises are offered individually; however, respondents have the option to apply for both the Premises together, with one permit for Premises A, one permit for Premises B, or one permit for both Premises.
- Term:** Initial term of five (5) years; two (2) consecutive two-year extension options available with the Trust's approval for a total term not to exceed nine (9) years.
- Responses Due:** October 5, 2023, at 4:00 pm

I. INTRODUCTION

The Hudson River Park Trust (“Trust”) seeks proposals from reputable and experienced marine operators and vessel owners to utilize the large berths at Hudson River Park’s Pier 40 in Manhattan for eligible water dependent uses commencing January 2024 for up to a nine-year period.

Pier 40 is a large pier located within heavily visited Hudson River Park spanning four miles along Manhattan’s Hudson River. Located near mass transit and immediately adjacent to Route 9A at West Houston Street, Pier 40 is already a well-established, well-known location for dining and sightseeing vessels serving brunch, lunch and dinners and for private chartered special events such as birthday parties, proms and weddings. Pier 40 uniquely also includes a large parking garage with approximately 2,000 paid spaces including daily parking spaces available for vessel customers.



Current marine operations at Pier 40

Pier 40 has hosted robust marine operations for decades. With the existing occupant’s permit set to expire at the end of this year, the Trust seeks to continue hosting such maritime-related businesses at the pier. The Trust is seeking proposals from reputable vessel owners and operators who are eager to operate in this prominent Manhattan location while also being good neighbors both to the larger surrounding Park and to the inland residential neighborhood. Permitted uses would include but are not limited to sightseeing excursions; dining cruises; charters; docking of historic vessels with commercial operations; berthing of boats and yachts; and public

programming, educational and cultural uses. Rental revenue generated from the occupancy will help support the care and operations of Hudson River Park as intended by the Park’s enabling statute.

We invite and encourage interested parties to respond to this Request for Proposals for Marine Uses at Hudson River Park’s Pier 40 and become a part of the Hudson River Park community serving millions of visitors to the Park each year.

II. BACKGROUND

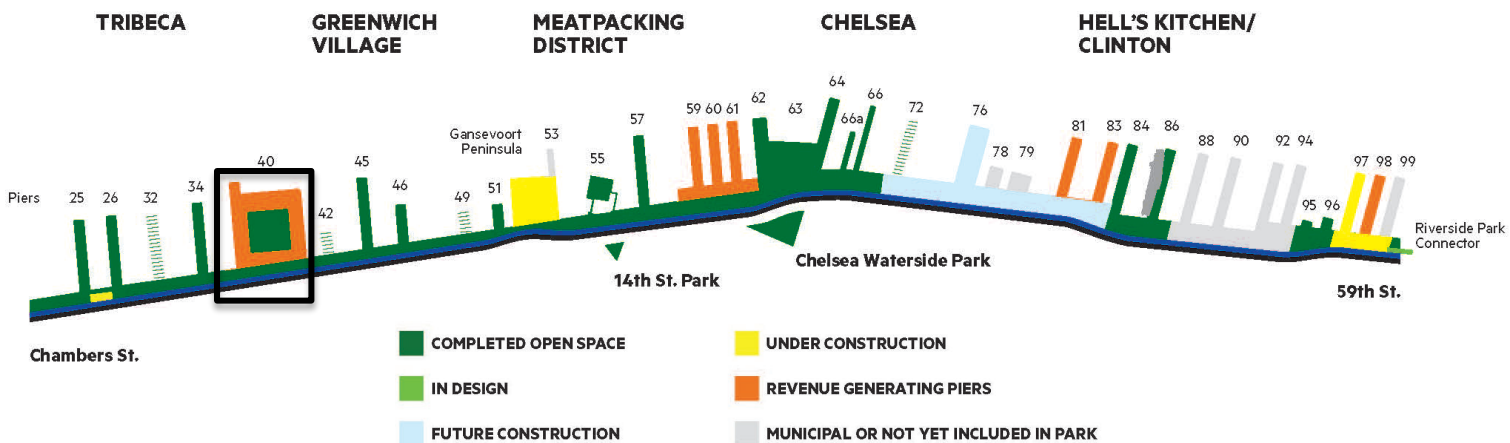
HUDSON RIVER PARK TRUST

In 1998, the New York State Legislature passed the Hudson River Park Act to revitalize the Hudson River waterfront between the northernmost boundary of Battery Park City and West 59th Street and to reconnect Manhattan neighborhoods to the river through construction of Hudson River Park (“Park”). The Act created the Hudson River Park Trust as a public benefit corporation and a partnership between New York City and New York State to develop and operate the Park. The mission of the Trust is to encourage, promote and expand public access to the Hudson River through the Park, promote water-based recreation, and enhance the natural, cultural, and historic aspects of the river in New York City for residents and visitors.

HUDSON RIVER PARK

The Park covers 550-acres, including upland parkland and the Hudson River Park Estuarine Sanctuary, spanning four miles along the west side of Manhattan and attracting over 17 million visits each year. The Park features landscaped public piers, playgrounds, athletic fields and courts, esplanades, boathouses, historic vessels, concessions, and other special features. Waterfront festivals, performances, educational and recreational activities offered by the Trust and various Park tenants create an expanding waterfront experience for a broad range of Park users.

Most of the Park is reserved for non-commercial park and recreational use but there are certain piers designated for commercial uses, including Pier 40. The Trust is financially self-supporting, generating most of its annual operating budget through rents and fees from commercial facilities and uses located within the Park’s boundaries.



Hudson River Park map showing location of Pier 40

PIER 40

Pier 40 is located to the west of the intersection of Route 9A/West Street and West Houston Street in the Greenwich Village neighborhood of Manhattan. Opened to the public in 1962, Pier 40 served initially as a major ocean liner passenger terminal for the Holland America Line through the late 1960s.



Today, Pier 40 features a public esplanade around its perimeter and a public parking facility offering approximately 2,000 spaces. This esplanade offers outstanding riverfront, New York harbor and sunset views. A popular 3.5-acre outdoor athletic field facility in the structure's central courtyard is used by residents and organized youth and adult sports leagues; two rooftop fields and an indoor field also serve this population. The southern area of Pier 40 provides space for the Trust's River Project "Wetlab" – a working science aquarium hosting tanks with live fish, houses a non-motorized community boating program, and affords access to a mooring field. The Trust's administrative offices and maintenance facilities are located on the eastern side of Pier 40.



Pier 40 public esplanade with riverfront views

Hornblower New York, LLC and its subpermittee, Cornucopia Cruise Line NY LLC, currently operate excursion and dining cruises from berths on the north and west side of Pier 40; those permits will expire prior to the issuance of new permits under this RFP.

More information about Pier 40 can be found on the Trust’s website at <https://hudsonriverpark.org/locations/pier-40/> .

III. THE OPPORTUNITY

The Trust seeks proposals from reputable and experienced marine operators to operate dining and sightseeing cruises or other water dependent uses from Pier 40 through this request for proposals (“RFP”). Such uses may include sightseeing excursions; dining cruises; charter vessels; historic vessels with commercial operations; berthing of boats and yachts; educational and cultural programming on vessels; public programming, educational and cultural uses on a barge docked no more than six months per year, and other uses approved by the Trust that are compatible with the existing Park and neighborhood uses around Pier 40 and generate rental revenue to help support the care for the Park and its operations.

Premises A and **Premises B**, individually or collectively, as defined in Section IV below (the “**Premises**”), are being offered for this opportunity, along with up to three separate interior spaces within Pier 40 that may be used for passenger processing, vessel provisioning and operations, storage, and ancillary administrative and service functions (such as sales and marketing). In addition, a common area along the north and west sides of Pier 40 will be made available for passenger queuing, loading and debarkation (“**Common Area**”), while also facilitating public access. The Premises are adjacent to a large public parking garage that also operates at Pier 40, and which is owned and managed by the Trust. Spaces in the garage can be made available for daily paid customer parking.



View of the Premises at Pier 40

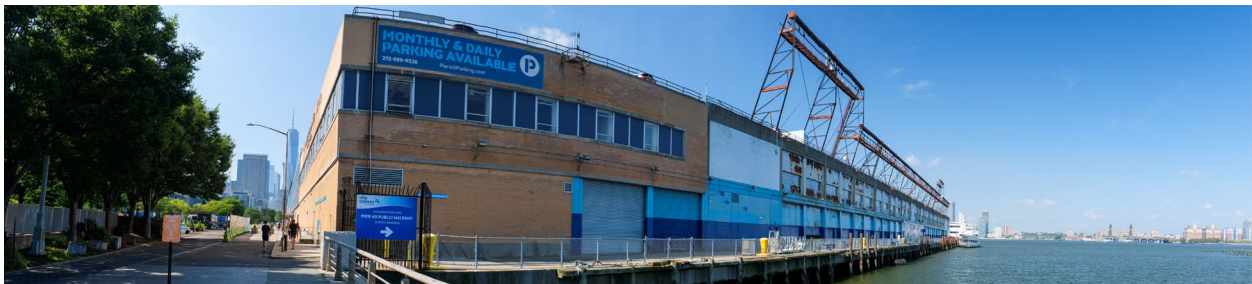
The selected respondent(s) (“**Permittee(s)**”) will manage and assume responsibility for the operation of each of the Premises, including the permitted uses, in accordance with the terms and conditions set forth in this RFP and the eventual permit issued by the Trust (“**Permit(s)**”) to the selected respondents.

IV. PREMISES OFFERED:

The Premises consists of two docking areas on the north and west sides of Pier 40: Premises A and B, which include lands under water (“**Docking Area(s)**”) and optional interior spaces within Pier 40 (“**Interior Space(s)**”). Water depths vary throughout the Premises, with shallower depths generally landward and deeper depths outboard.

Premises A: The docking area located along the north side of Pier 40 is approximately 809 feet in length and includes a total of five fendered berths. Four of the docking berths are fendered with pressure-treated timber and one berth has steel piles faced with rubber fender blocks.

Premises B: The docking area located along the west side of Pier 40 is approximately 755 feet in length and includes a total of three fendered berths, which are also fendered with pressure-treated timber.



North Docking Area along the Park esplanade with views of the Hudson River

It is the respondent’s responsibility to visit the Premises, evaluate the suitability of existing conditions for their proposed uses, and to propose any modifications that they might need in order to make the Premises functional. Docking positions may be combined or modified to suit the operational needs of the Permittee. The Permittee may, at its option, install an alternative or additional fendering system subject to the review and prior approval of the Trust and all relevant governmental regulators. Note that environmental regulations restrict pile driving activity seasonally.

There are a total of three interior spaces that may be offered under this RFP to supplement Premises A and B. The northern interior space has been fit out for ancillary administrative and service uses related to the proposed docking operations and is directly accessible only to the docking positions on the north side (“**North Interior Space**”). The northeast interior space (“**Northeast Interior Space**”) can be used for storage and is accessible only from the parking

garage. The northwest interior space (“**Northwest Interior Space**”) can be used for storage and is accessible only to the docking positions on the west side.

An additional area within Pier 40 adjacent to an Interior Space may be provided to the Permittee(s) for temporary parking of delivery and service vehicles. The north and west Pier 40 walkway, which is not included in the Premises but is designated as a Common Area, is a public space that must be kept sufficiently free for public circulation at all times.

The Premises are available “as is”. All additional physical infrastructure required for operations, including gangways, gate locks, bollards and cleats not presently existing at the Premises, shall be acquired and installed by the Permittee, subject to the prior written approval of the Trust.

More specific information on the Docking Areas, Interior Spaces, site plan of the Premises, and photographs of the berths and Common Area is provided in [Appendix 1](#).

The existing infrastructure at Pier 40 and any capital improvement(s) installed by the Permittee must be maintained, repaired, or replaced at the Permittee’s sole cost and expense, subject to prior written approval by the Trust. Any proposed capital improvements should be detailed clearly in the respondent’s proposal and reflected in the Pro Forma cash flow statement, as detailed below in Section V. The Permittee shall not be responsible for repairs to the pier deck and pilings (other than fender piles) unless the Permittee causes damage.



Vessels docked on the north and west of Pier 40

A. Permitted Uses:

The selected respondent(s) will market, manage, operate and maintain the Premises. The boats that dock at the Premises can be under the ownership/control of either the Permittee, a subpermittee, or be vessels owned and operated by third parties that dock for “touch and go” operations.

Permitted uses at the Premises include, but are not limited to, the following:

- Excursion or day trips that offer sightseeing tours of the New York Harbor or elsewhere
- Dining aboard vessels
- Charter vessels
- Historic vessels with revenue-generating uses
- Short- or long-term berthing of large boats and yachts
- Educational and cultural excursions
- Public programming, cultural and educational activities on a barge anchored at the Premises for no more than six months per year
- Public programming, cultural and educational activities on a vessel throughout the year
- Passenger processing, vessel provisioning and operations
- Ancillary administrative and service functions such as for sales and marketing purposes
- Accessory storage
- Additional programming serving a diverse range of users.

Primary uses that are not permitted at the Premises, include, but are not limited to, the following:

- Nightclubs
- Floating bars
- Gambling
- Hotels or Residences
- Other entertainment uses that might create a nuisance for the Park and inboard neighborhood.

Proposed uses should not cause interruption, obstruction, noise or disturbance to other permittees at Pier 40, Park users and residents of the surrounding community.

The Trust operates under many legal and regulatory requirements, and the Permittee will be expected to abide by these requirements. A notable requirement is the waters within the Park area are designated as an “Estuarine Sanctuary”, as described in more detail in [Appendix 2](#). To protect this resource, the Permittee may not use products to clean or service boats that have the potential to pollute the waters or cause other types of contamination.

B. Term:

The Permit(s) are expected to begin on or about January 15, 2024, and continue through December 31, 2028 (the “**Initial Term**”) with two (2) additional two (2) year renewal options (each, an “**Extension Period**” and together with the Initial Term, the “**Term**”) available to the Permittee, subject to the prior approval of the Trust. The Initial Term, together with the approved Extension Periods set forth above, may extend to December 31, 2032. The Trust’s approvals of the Extension Periods will be subject to achieving certain performance criteria by the Permittee, including compliance with the provisions of the Permit(s).

In the event the Trust were to advance plans for a comprehensive redevelopment of Pier 40 within the Term of the proposed Permit, the Trust might cancel the Permit prior to the end of the Term or elect to assign the Permit to the designated redeveloper or another third party; however, no such comprehensive planning is currently under way and would further be subject to competitive procurement and other review processes. Additionally, the Trust may require temporary or permanent closure or relocation of the Permittee’s use and occupancy of the Premises if the Trust determines that repair work at Pier 40 is required during the Term of the Permit. In such circumstances, the Trust would endeavor to provide as much advance notice to the Permittee(s) as practicable.

Sample Permit language is set forth in Appendices 3 and 4.

V. FINANCIAL REQUIREMENTS

The Trust’s requirements for fees or other monetary compensation will be governed by the proposed uses. As noted in the Submission Requirements in Section VII below, each proposal must include the information requested in the following paragraphs 1, 2 and 3.

1. Permit fee offer comprised of (a) a guaranteed base fee paid monthly during the Term of the proposed Permit, and (b) a percentage of gross revenue in excess of a stated threshold fee paid annually during the Term (together the “**Permit Fee**”). If the proposal includes months during which no revenue-generating activity will occur, then the respondent may propose a different off-season guaranteed monthly base fee for vessel docking and ancillary use, if applicable. The proposal should detail each component of the Permit Fee described above for each year of the Term including annual escalation of the base fee and any variations on the applicable percentage and threshold for the percentage of gross revenue fee. The respondent’s offer must clearly define the revenue sources that will be used to calculate the percentage of gross revenue fee, including anticipated revenues derived from third parties or subpermittees using the Premises. Please refer to Appendix 5 for a Permit Fee Schedule template.
2. A pro forma cash flow for the full Term of the proposed Permit (“**Pro Forma**”). The Pro Forma must incorporate all operating assumptions into income and expense projections for each

year of operation and include a section outlining all assumptions upon which calculations are based. The Pro Forma should include all necessary capital improvements as well as reserves and debt service associated with any vessel financing or vessel charter payments. **Please provide the financial information electronically in Excel format (soft-coded only) in addition to any hard copies submitted.**

3. An audited financial statement, including balance sheet and income statement for the most recently completed fiscal year, for each corporation, partnership, or joint venture entity which comprises the respondent, provided that such corporation or partnership is already established and has completed at least one full year of operation. Individual owners and all other corporations, partnerships and joint ventures for respondents which are newly formed must provide, as applicable: (1) certified statements of net worth for individual owners, principals, members and contributors, and/or (2) audited financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience.

Please note that all financial information, other than that submitted by public companies, will be treated as confidential and proprietary by the Trust subject to the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York.

Required Fees and Costs of Maintenance and Operation Charges:

In addition to the Permit Fee described above in this section, the Permittee shall be obligated to pay the following fees and ongoing maintenance charges:

- A minimum security deposit in the amount equal to a minimum of two months base fee. The deposit must be made as a certified check, bank check, or money order. To the extent the Trust needs to draw down the security deposit for repairs and maintenance done on behalf of the Permittee, the deposit will be replenished to the original amount within one month.
- All costs related to outfitting the Premises with required amenities for the proposed uses.
- All utility services costs.
- All costs of daily maintenance including, but not limited to, any costs associated with disposal of trash, general housekeeping, and certain repairs (see Appendix 6 for details on maintenance and operations requirements).
- All costs of insurance related to the Permittee's occupancy and operations will be borne by the Permittee (see Appendix 7).

VI. SPECIFIC TERMS, DEADLINES AND REQUIREMENTS

1. **Submission Deadline: October 5, 2023, at 4:00 pm** by hand, express mail, other nationally known overnight courier and/or via email to Pier40MarineUsesRFP@hrpt.ny.gov.
2. If a hard copy is being submitted in addition to a digital submission, then the proposal should be submitted in a sealed envelope labeled: **"Proposal for Marine Uses at Hudson**

River Park’s Pier 40, RFP# L2401” to Hudson River Park Trust, Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Rashi Puri, Assistant Vice President of Real Estate and Planning.

3. Pre-Proposal Meeting/Site Visit: **September 12, 2023, at 11:30 am** at Pier 40. Please email Pier40MarineUsesRFP@hrpt.ny.gov to RSVP by **September 8, 2023**.
4. Last date to submit questions regarding the RFP: **September 14, 2023**, to Pier40MarineUsesRFP@hrpt.ny.gov.
5. Answers to questions regarding the RFP and any technical addendum issued in connection with the RFP will be made available on the Trust’s website at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> on **September 22, 2023**. Respondents are solely responsible for monitoring the Trust’s website for such postings.

If you have a physical disability and cannot deliver your application to the Trust, please contact Rashi Puri at (917) 661 8763 or email Pier40MarineUsesRFP@hrpt.ny.gov at least 48 hours prior to the submission deadline and special arrangements will be made for you.

VII. SUBMISSION REQUIREMENTS

Proposals shall include each of the following (labeled in numerical order). Please make reference to each content requirement number (i.e., 1 through 14) when submitting the RFP response. If the respondent proposes a partner or subpermittee, then the identity and relevant business information relating to the prospective partner or subpermittee must also be provided for each listed requirement.

1. Identity of the business entity proposed as Permittee. Include information regarding incorporation, record of at least five years of experience as a marine facility operator, key management personnel, and contact person.
2. Proposed dates upon which (a) Permittee will require access to the Premises in order to perform work and install improvements, if required, and (b) commence operations.
3. A narrative setting forth the operational plan for the Docking Area which describes a) the nature of the business; b) the number and type of vessel(s) (including seating capacity, speeds, passenger amenities, specifications demonstrating the capacity to dock at the berth); c) the services to be provided on the vessel(s); d) the anticipated passenger volumes by month; e) plans for selling food and beverage including alcohol; and f) the anticipated pricing structure for admission to the vessel(s) depending on the proposed use.
4. A listing of governmental approvals/permits required in order to be operational, including State Liquor Authority and Department of Health licenses. Respondent should indicate Coast Guard licensing/registration status for vessel(s) and captains.

5. A use plan for the Interior Spaces of the Premises if seeking such optional space, i.e., describe the activities proposed to be undertaken in each of the spaces and the approximate distribution (by square footage) of areas needed as well as any proposed physical improvements to the Premises.
6. Proposed daily hours of operation for both customer access and administrative/vessel provisioning and servicing. Describe estimated frequency and nature of deliveries in season.
7. Anticipated daily schedule for vessel departures and arrivals, and plans for docking non-operational vessels, if any. Intended landings at other sites, if any, and whether permission for these landings is already secured.
8. Staffing commitments for Docking Area, Interior Spaces of the Premises, pier entrance ways and on vessel(s).
9. Ticket sales process, passenger boarding and discharge plan.
10. Proposed financials including Permit Fee, Pro Forma and audited financial statements as set forth in Section V above.
11. With respect to air quality standards for the proposed vessels, an identification of the type(s) of engines to be used and an explanation of (1) whether these engines have been certified to meet the most up-to-date Environmental Protection Agency standards and any additional measures that the respondent has undertaken to reduce emissions, e.g. using cleaner-burning fuels, implementing other types of controls not currently mandated by regulations, etc.
12. Names and contact information of three references with whom respondent has done business similar to that proposed under this RFP.
13. Any other information that respondent believes useful to the consideration of its proposal.
14. Submission of the New York State required forms attached at Appendix 8, which are also available in fillable form on the Trust's website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

Please note that after submission and review of respondent's proposed site plan, the prospective permittee will be asked to submit an emergency/security plan. Approval of the emergency/security plan will be a precondition to the Permit. Additional forms that may be requested of the selected respondent prior to execution of the Permit include the New York City Doing Business Form, a W-9, and Vendor Responsibility form or VENDEX as applicable.

VIII. EVALUATION CRITERIA

RFP responses will be evaluated in accordance with the following criteria by a Trust selection committee:

- 20%** Responsiveness of respondent's proposal to the RFP requirements, including the completeness in addressing all the Submission Requirements set forth in Section VII, the quality of the proposed uses, the operations schedule, plans for maintenance and safety of the proposed operations, and staffing plan;
- 15%** Compatibility of the proposed use with existing uses in Hudson River Park and at Pier 40 and with the character of the adjacent residential/commercial neighborhood;
- 15%** Respondent's experience and qualification, reputation, and financial strength, including its past performance within New York Harbor or other similarly active waterways or harbors. Consideration of past performance will include respondent's history of compliance with governmental laws and regulations; and
- 50%** The financial benefit to the Trust, including the proposed Permit Fees payable to the Trust.

The Trust reserves the right to approve one or more proposals or reject all proposals. The Trust reserves the right to reject any proposed use that would not be a good fit for the Park, including entertainment uses that might create excessive noise, hazards or nuisances within the Park or to the surrounding community, or uses that are not in line with the Park's reputation as a family friendly destination.

Additionally, the Trust will consider proposals from operating entities that wish to use both Premises with the ability to subpermit a portion to a different operator. While the Trust will consider proposals from partnerships consisting of two or more organizations or businesses, a single entity will be named as the Permittee. Because the Trust will require a clear line of communications and responsibility between the Trust and the Permittee, proposals featuring more than one organization must be structured to identify a clear internal decision-making process and clear external communications procedures.

IX. LIMITED PERMISSIBLE CONTACT

All questions concerning the RFP must be addressed to:

Rashi Puri, Assistant Vice President of Real Estate and Planning
Hudson River Park Trust
353 West Street, Room 201. New York, New York 10014
Email: Pier40MarineUsesRFP@hrpt.ny.gov

APPENDICES

APPENDIX 1:
PREMISES: Plans, Photos and Specifications

1. Premises:

Premises A (North Docking Area): The north docking area measures approximately 809 feet in length. The northeastern berth with shallower water depths has two timber (pressure-treated pine) fendered docking positions. The northwestern berth with deeper water depths has three fendered docks, though the positioning of the docks and vessels can be modified depending on the operating needs of the Permittee.

Premises B (West Docking Area): The west Docking Area measures approximately 755 feet in length and includes a total of three fendered berths, which are also fendered with pressure-treated timber.

2. Optional Interior Spaces:

A. North Interior Space:

The improved ancillary space is approximately 6,420 square feet located adjacent to the northern docking area. It has entrances facing both the northern Pier 40 walkway and the parking garage. It was originally constructed by the New York City Fire Department for its fireboat operation and was renovated by the current operator Hornblower in 2011-2012. This space can be used for passenger processing, ancillary administrative activities and storage of supplies necessary for the provisioning of the vessels.

B. Northeast Interior Space:

This northeast storage space comprises approximately 7,000 square feet that can be used for storage of supplies necessary for provisioning the vessels. It can be accessed only through the parking garage.

C. Northwest Interior Space:

The northwest storage space comprises approximately 5,780 square feet that can be used for storage of supplies necessary for provisioning of vessels and any other proposed ancillary uses. It can be accessed only from the west Pier 40 walkway.

D. Delivery/ Service Area:

An area within Pier 40 located adjacent to the Interior Spaces may be provided to the Permittee(s) for temporary parking of delivery and service vehicles.




3. Common Area: The Pier 40 north and west walkways provide public access around Pier 40. This area can be used by the Permittee for access to the Docking Areas for passenger queuing, loading and debarkation, and to the Pier 40 Interior Spaces.

Refer to Exhibit A below for the Pier 40 Site Plan showing the Premises, Interior Spaces and Common Area.

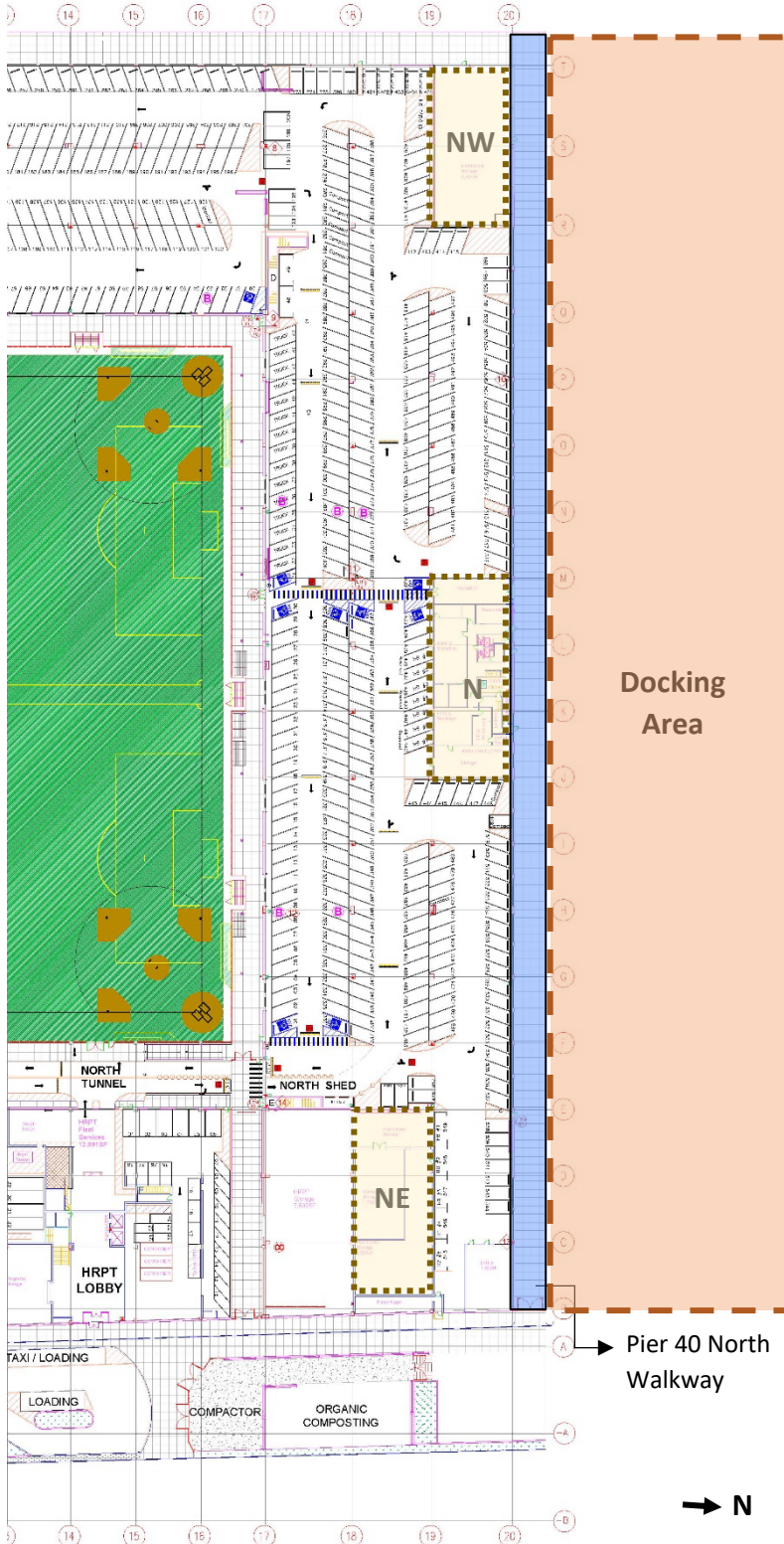
EXHIBIT A
PREMISES AND COMMON AREA

Pier 40 Site Plan:



-  Premises Docking Area
-  Optional Interior Spaces
-  Common Area

Premises A: Detailed Plan



Pier 40 North Walkway looking west with entrance to the North Interior Space

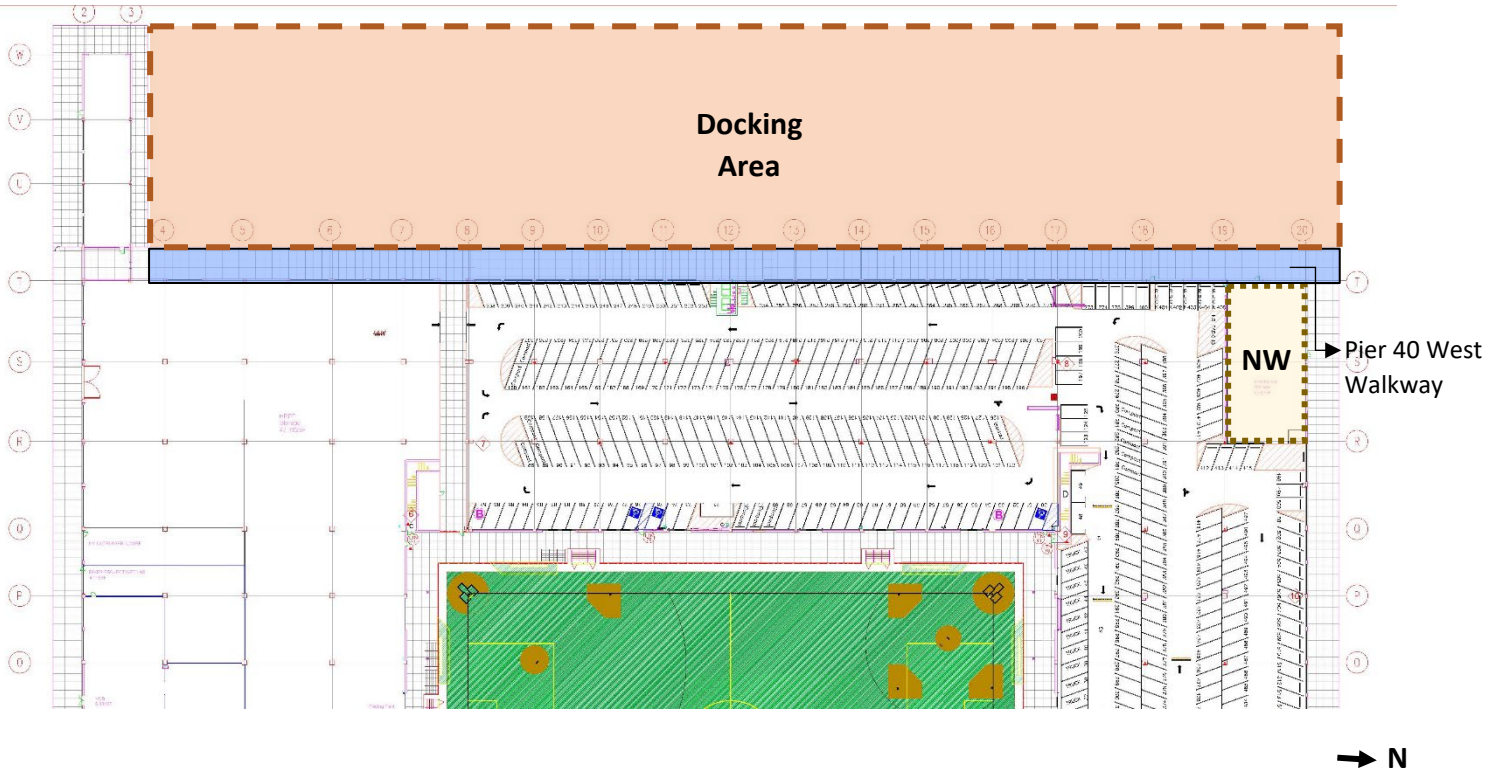


Entrance to Pier 40 North Walkway looking west

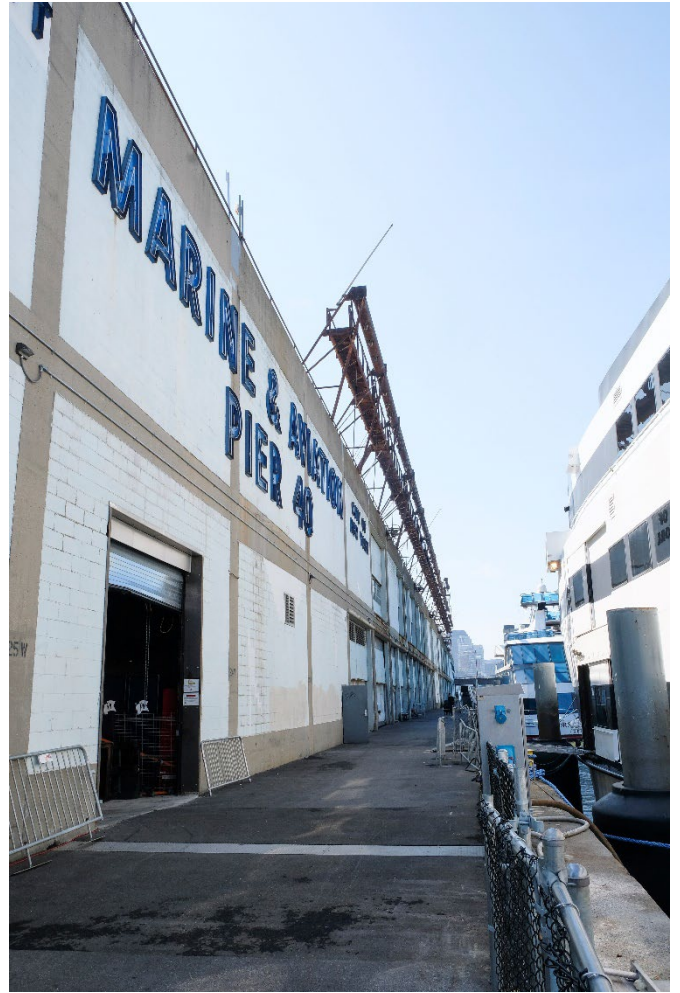


Pier 40 North Docking Area

Premises B: Detailed Plan



Pier 40 West Docking Area with views of the Hudson River



Pier 40 West Walkway with the fender details looking north (left) and south (right) with entrance to the Northwest Interior Space



Pier 40 West Walkway with views looking south

Pier Specifications:

Top of the pier is at elevation +6.59, Manhattan Borough Datum (“MBD”), and is a reinforced concrete deck supported by steel piles. The fenders exhibit some deterioration and abrasion. The Permittee may, at its option and expense, install an alternative or additional fender system subject to the review and prior approval of the Trust and satisfaction of all relevant governmental requirements.

General Mooring Load

Operating wind speed limited to 110 mph with boats at Premises
Pier substructure design 180 KIPS lateral load
Bollard detail design 75 tons line pull in steel pile area; 15 ton cleats in area to the east

General Berthing Load

Ship displacement at pier 1,000 short tons
Approach speed 2 knots at 10 degrees off pier face.

Average Water Levels

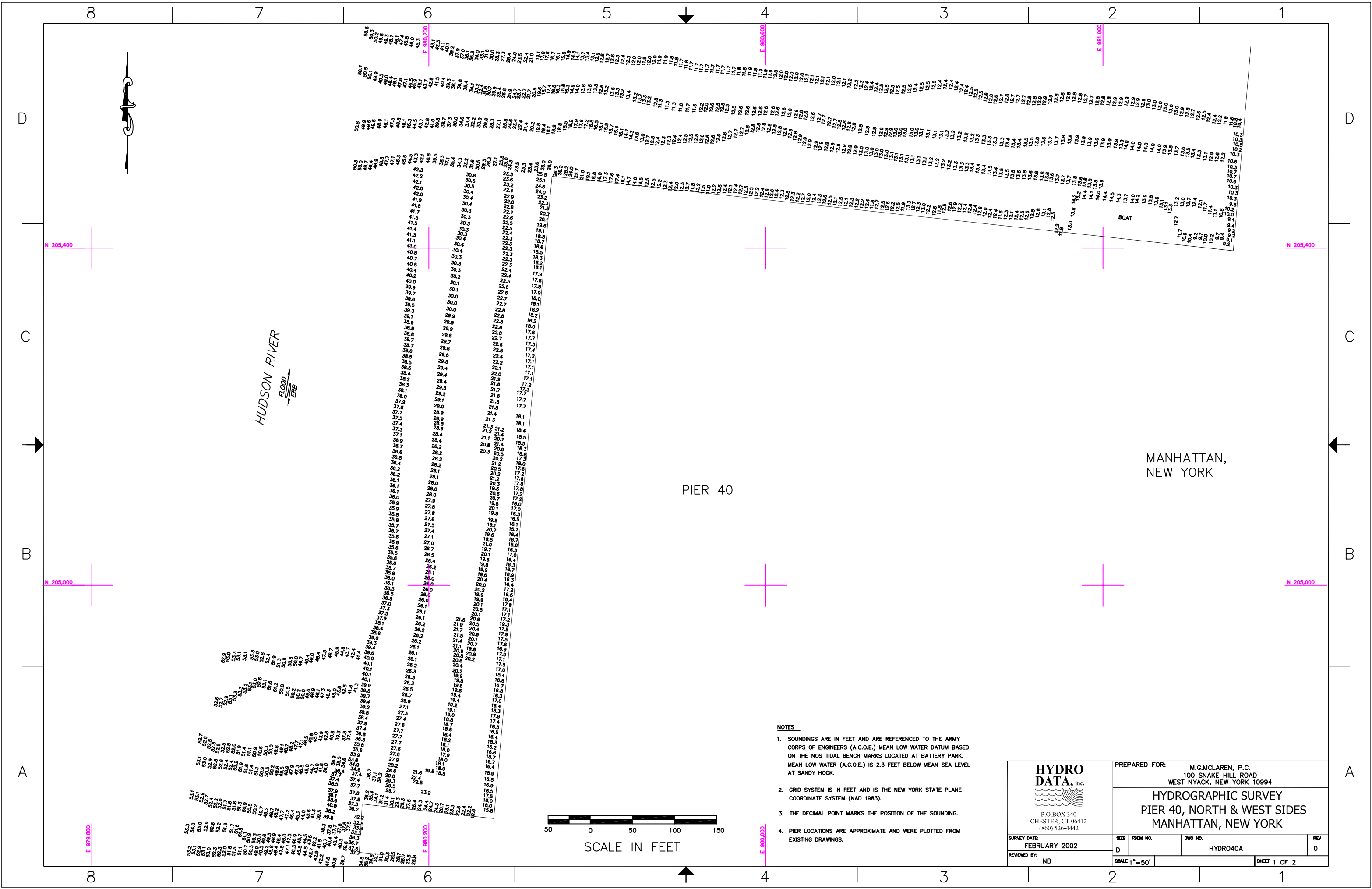
| | |
|--------------------------------------|-------|
| MBD vertical datum references (feet) | |
| Highest observed water level: | +5.6 |
| Mean higher high water | +0.62 |
| Mean high water | +0.15 |
| Manhattan borough datum | +0.00 |
| NGVD-29 | -2.75 |
| Mean Low Water | -4.41 |
| Mean Lower Low Water | -4.44 |
| Lowest Observed Water Level | -8.7 |

Note that the above information is provided for reference only. It is not current and is based on past studies that have been conducted at and around the Premises. Respondents are solely responsible to verify all the information provided in this section. Water depths are shown in the attached Exhibit B: Hydrographic Survey conducted by the National Oceanic and Atmospheric Administration in 2002. The Trust makes no representation as to the accuracy of these soundings and these measurements should be confirmed by the respondent as part of its due diligence. The Trust can facilitate the launching of a rowboat from the Docking Area at Pier 40 for respondent’s hydrographic investigation.

Please refer to the attached Exhibit C: Pier 40 Fender Plan with the current locations of bollards, power pedestals, cleats, monopiles, and fenders provided.

The foregoing specifications are provided solely for informational purposes. The Trust and its officers, directors, agents, members, and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in these specifications, and hereby disclaim any liability for the accuracy or content of the same. It is the respondent’s sole responsibility to conduct its own due diligence at the berth.

EXHIBIT B
Hydrographic Survey



PIER 40

MANHATTAN,
NEW YORK

- NOTES**
- SOUNDINGS ARE IN FEET AND ARE REFERENCED TO THE ARMY CORPS OF ENGINEERS (A.C.O.E.) MEAN LOW WATER DATUM BASED ON THE NOS TIDAL BENCH MARKS LOCATED AT BATTERY PARK. MEAN LOW WATER (A.C.O.E.) IS 2.3 FEET BELOW MEAN SEA LEVEL AT SANDY HOOK.
 - GRID SYSTEM IS IN FEET AND IS THE NEW YORK STATE PLANE COORDINATE SYSTEM (NAD 1983).
 - THE DECIMAL POINT MARKS THE POSITION OF THE SOUNDING.
 - PIER LOCATIONS ARE APPROXIMATE AND WERE PLOTTED FROM EXISTING DRAWINGS.



PREPARED FOR:
M.G.MCLAREN, P.C.
100 SNAKE HILL ROAD
WEST NYACK, NEW YORK 10994

HYDROGRAPHIC SURVEY
PIER 40, NORTH & WEST SIDES
MANHATTAN, NEW YORK

| | | | | |
|-------------------------------|--------------|----------|---------------------|----------|
| SURVEY DATE: FEBRUARY 2002 | SIZE D | FSCM NO. | DWG NO. HYDRO40A | REV 0 |
| REVIEWED BY: NB | SCALE 1"=50' | | SHEET 1 OF 2 | |

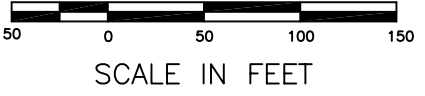
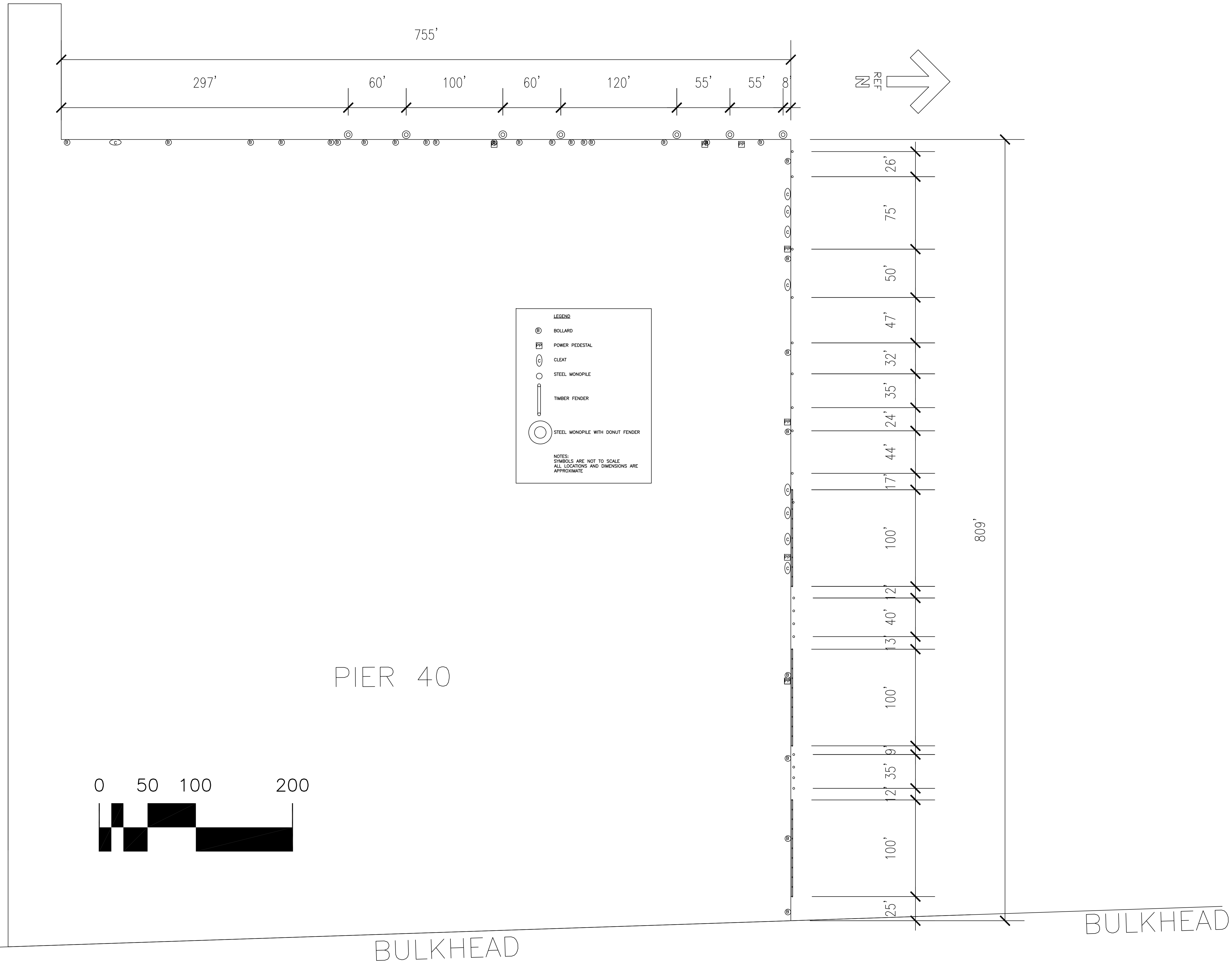


EXHIBIT C
Pier 40 Fender Plan



Hudson River Park Trust

The Honorable
Andrew Cuomo
Governor, State of New York

The Honorable
Bill de Blasio
Mayor, City of New York

The Honorable
Gale A. Brewer
President, Borough of Manhattan

Diana L. Taylor
Chairperson,
Hudson River Park Trust

Alicia Glen
Vice-Chairperson,
Hudson River Park Trust

Madelyn Wils
President & CEO,
Hudson River Park Trust

Rose Harvey
New York State Office of Parks,
Recreation and Historic Preservation

Mitchell J. Silver
Commissioner,
City of New York,
Parks & Recreation

Basil Seggos
Commissioner,
New York State Department of
Environmental Conservation



HUDSON RIVER PARK

Segment XX

Project Title

CXXXX

Consultant Type
Consultant Name

Consultant Address
New York, NY 10017

Tel: 212.366.5600 Fax: 646.490.3831

Seal

| No. | Date | Revision |
|-----|------|----------|
| | | |

Key Plan

Drawing Title:
PIER 40 FENDERING AND HARDWARE

| | |
|-----------------------|-----------|
| Contract No. N/A | Sheet No. |
| Drawn by: E LINSALATA | |
| Approved by: n/a | |
| Scale: as shown | |
| Date: 8/9/23 | |

APPENDIX 2:
Adjacent Water Areas:

As with the rest of the Park, the water areas are designated by state law as an estuarine sanctuary, and are governed by the “Hudson River Park Estuarine Sanctuary Management Plan” available online on the Trust’s website at <https://hudsonriverpark.org/app/uploads/2022/09/ESMP-2022.pdf>. This document was prepared in consultation with the New York State Department of Environmental Conservation, the regulatory agency charged with conserving, improving, and protecting New York’s natural resources and environment including the Park’s 400-acre estuarine sanctuary. The Sanctuary Management Plan guides best management practices for protecting and conserving this critical habitat while also facilitating public access to the river and fostering public awareness for this vital natural resource.

The Trust conducts research and supports partner efforts to advance water quality and habitat enhancement improvements in the Sanctuary. The Park has two hydrological and meteorological stations that publicly share river conditions and weather data in 15-minute intervals. In 2021 and 2022, the Trust installed two habitat enhancement projects in the Tribeca and Gansevoort sections of the Park, helping to restore a collective 31 million juvenile oysters to Park waters, and recently installed Phase II of the habitat enhancement in Tribeca.

As described in the Sanctuary Management Plan, one of the objectives with respect to the public access and recreation component of the Sanctuary Management Plan is to “manage water surface zones to minimize in-water conflicts between different park activities.” One mechanism for doing so is to establish different water use area categories; these areas are not permanent and may be altered based on changing conditions. See the Water Use Map on the Trust’s website at <https://hudsonriverpark.org/marine-operations/water-use-map/>. The categories include:

- Water Recreation (non-motorized boating and other activities where the public could have direct contact with the Hudson River);
- Motorized Boats (defined as small- to medium-sized vessels that are under power. Small- to medium-sized sailboats are only considered to be motorized when they are under power);
- Reserve (areas devoted to habitat); and
- Restricted (areas not directed by Hudson River Park and including the ferry terminals and Passenger Ship Terminals).

Permittee(s) will be required to be aware of the different zones and use caution while navigating the waters of the Hudson River especially where human-powered and sailing vessels are using the same water area.

APPENDIX 3:
Additional RFP Terms and Conditions

1. This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust’s sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
3. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust in its sole discretion. Any news release pertaining to this RFP may only be made in coordination with the Trust.
4. The Trust may request financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent.
5. The Trust is subject to the New York State Freedom of Information Law (“**FOIL**”), which governs the process for the public disclosure of certain records maintained by the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally

be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.

6. The Permittee shall enter into a permit with the Trust in the Trust's standard permit form upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in Appendix 4.

APPENDIX 4:
Specific Terms of the Permit

The below contains typical terms to be included in the Permit(s) issued to the selected respondent(s):

1. Permittee shall accept the Premises “as-is” at the commencement date of Permit and will not at any time make any claim that the Premises or structures thereon are not in suitable repair or condition for the uses and purposes of the Premises, nor will Permittee at any time make any claim for a reduction of fees due under the Permit, or otherwise, for damage arising from or consequent upon any repairs that the Trust or Permittee(s) may do or cause to be done or in consequence of the occupation of the Premises by the Trust or its agents or contractors. Permittee, at its sole cost and expense, shall be responsible for performing any necessary improvement(s) and/or repair(s) to bring the Premises up to the required standards of any governing agency. The Trust will not consider the addition of any new structures on Pier 40 except for ramps or other infrastructure needed to facilitate access to and from the water, all subject to prior Trust approval.
2. Advertising of Permittee’s presence at Pier 40 must identify the location is at Hudson River Park, for example, Hudson River Park’s Pier 40 or Pier 40 at Hudson River Park. Permittee shall not place any vending machines in or sell any products at the Premises without the prior written permission of the Trust.
3. The Trust may inspect the Premises and Permittee’s operations to determine compliance with the Permit(s).
4. Permittee must obtain and maintain insurance for the Premises throughout the Term of the Permit – see sample insurance requirements in Appendix 7.
5. Permittee shall pay all state, municipal and federal taxes in connection with the use and operation of the Premises. However, the Permittee will not be required to make any payment to the Trust with respect to any real estate taxes (or payments in lieu thereof) or escalations tied to increases in real estate tax assessments.
6. Permittee shall comply with all federal, state and local laws, rules, ordinances and regulations, including but not limited to Sections 24-201 et. seq. of the Administrative Code of the City of New York (the “Noise Control Code”). Permittee shall be prohibited from playing loud music dockside and/or conducting other activities that are a nuisance to the Park users and the surrounding neighborhood.
7. Permittee shall defend, indemnify and save harmless the Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees (collectively the “Indemnitees”) from and against any and

- all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments (including reasonable attorneys' fees and expenses) which: (i) arise out of injury to any person, or persons, including death, or any damage to property of any nature, occasioned wholly or in part by any act(s) or omission(s) of Permittee, its directors, officers, employees, guests, invitees, contractors, subcontractors, representatives or agents of Permittee, that occurs on or in proximity to the Premises, including but not limited to the lands under water or dock or water areas adjacent to the Premises or arise out of or as a result of the Permit, or (ii) relate to or arise from any and all liens and encumbrances which may be filed or recorded against the Premises or any public improvement lien filed against any funds of the Trust, the State or the City of New York, as a result of actions taken by or on behalf of Permittee, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.
8. Permittee shall not assign, grant use of, subpermit, license or transfer use of the Permit, whether by merger, consolidation, purchase of assets, transfer of stock in Permittee, transfer of joint venture or partnership interests in Permittee, operation of law or otherwise, nor allow any other person/entity to conduct business at the Premises, without the prior written consent of the Trust.
 9. Permittee warrants and represents that no officer, agent, employee or representative of the Trust, has received any payment or other consideration for the granting of this Permit and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Permittee, this RFP, or the proceeds thereof. Permittee acknowledges that the Trust is materially relying on the warranty and representation contained in this section and that the Trust would not enter into this Permit absent the same. It is specifically agreed that, in the event the facts hereby warranted and represented prove, in the opinion of the Trust, to be incorrect, the Trust shall have the right to terminate the Permit upon twenty-four (24) hours' notice to Permittee and to rescind this transaction in all respects without any liability whatsoever to Permittee.
 10. The parties to the Permit(s) agree to cooperate fully with any investigation, audit, or inquiry conducted by a State of New York ("**State**") or City of New York ("**City**") governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.
 11. In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law), Title 8 of the New York City Administrative Code (also known as the NYC Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate

against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics, military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Neither shall the Permittee discriminate in the use of these Premises or any access to these Premises if such Premises are used as a public accommodation or in connection with a public service.

12. Disputes involving this Permit, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.
13. The Permit shall be construed under, and be governed by, the laws of the State of New York. No legal proceeding shall be commenced by Permittee against the Trust in any court other than a court of competent jurisdiction of the State of New York in the County of New York. Each of the Permittee and the Trust agrees to waive all rights to a trial by jury in any legal proceeding to which Permittee and the Trust are parties.

APPENDIX 5:
Permit Fee Schedule Template

Alternative 1: Fee Proposal for operating only Premises A

| Base Fee | Initial Term | | | | | Extension Period(s) | | | |
|-----------------------|---------------------|-------------|-------------|-------------|-------------|----------------------------|-------------|-------------|-------------|
| Months | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| January | | | | | | | | | |
| February | | | | | | | | | |
| March | | | | | | | | | |
| April | | | | | | | | | |
| May | | | | | | | | | |
| June | | | | | | | | | |
| July | | | | | | | | | |
| August | | | | | | | | | |
| September | | | | | | | | | |
| October | | | | | | | | | |
| November | | | | | | | | | |
| December | | | | | | | | | |
| Total | | | | | | | | | |
| Percentage Fee | | | | | | | | | |
| Applicable Percentage | | | | | | | | | |
| Applicable Threshold | | | | | | | | | |

Alternative 2: Fee Proposal for operating only Premises B

| Base Fee | Initial Term | | | | | Extension Period(s) | | | |
|-----------------------|---------------------|--------------------|--------------------|--------------------|--------------------|----------------------------|--------------------|--------------------|--------------------|
| Months | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> | <u>2030</u> | <u>2031</u> | <u>2032</u> |
| January | | | | | | | | | |
| February | | | | | | | | | |
| March | | | | | | | | | |
| April | | | | | | | | | |
| May | | | | | | | | | |
| June | | | | | | | | | |
| July | | | | | | | | | |
| August | | | | | | | | | |
| September | | | | | | | | | |
| October | | | | | | | | | |
| November | | | | | | | | | |
| December | | | | | | | | | |
| Total | | | | | | | | | |
| Percentage Fee | | | | | | | | | |
| Applicable Percentage | | | | | | | | | |
| Applicable Threshold | | | | | | | | | |

Alternative 3: Fee Proposal for operating both Premises A and Premises B

Premises A and B Fee Schedule:

| Base Fee | Initial Term | | | | | Extension Period(s) | | | |
|-----------------------|---------------------|--------------------|--------------------|--------------------|--------------------|----------------------------|--------------------|--------------------|--------------------|
| Months | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> | <u>2028</u> | <u>2029</u> | <u>2030</u> | <u>2031</u> | <u>2032</u> |
| January | | | | | | | | | |
| February | | | | | | | | | |
| March | | | | | | | | | |
| April | | | | | | | | | |
| May | | | | | | | | | |
| June | | | | | | | | | |
| July | | | | | | | | | |
| August | | | | | | | | | |
| September | | | | | | | | | |
| October | | | | | | | | | |
| November | | | | | | | | | |
| December | | | | | | | | | |
| Total | | | | | | | | | |
| Percentage Fee | | | | | | | | | |
| Applicable Percentage | | | | | | | | | |
| Applicable Threshold | | | | | | | | | |

APPENDIX 6:
Maintenance and Operations

The following is additional sample language that may be included in the Permit(s):

The Permittee shall, at its sole cost and expense, maintain the Premises in good condition, working order and repair, including maintaining all mechanical, electrical, and plumbing systems and/or improvements at the Premises.

1. Hours of Operations: The Premises and their associated ancillary spaces are intended to be used during Park hours from 6am to 1am. Any respondents proposing to use the Premises at alternative hours should identify the purpose, need and ability to adequately address safety issues in their responses.
2. Park Events and Future Construction: Throughout the Permit Term, Permittee shall cooperate with the Trust if asked to close or limit business hours for emergencies, special Park events, unanticipated eventualities, and to accommodate construction activity by the Trust and its contractors and/or State DOT and its contractors. The Trust will make reasonable efforts to provide continuing access to the Premises and give adequate advance notice for any closures so that any impact of closures on Permittee's operations is minimized.
3. Security: The Trust contracts with NYC Parks Enforcement Patrol ("**PEP**") to provide park-wide security; however, the security of the Permittee's equipment, property and other elements on the Premises, Common Area or in Permittee's vessel is the sole responsibility of the Permittee.

The Permittee shall be responsible for securing the gates to the berths and ensuring only authorized users access the docking locations during the hours of operations.

The Permittee is responsible to keep secure any doors or accessways to the pier, garage or Premises not intended or designated for public access / patron access.

The Permittee is expected to provide security for the protection of its property and the safety of its patrons. The Trust assumes no responsibility for damage incurred by the Permittee as a result of its operations or occupancy of the Premises. Security personnel of the Permittee will be responsible for maintaining order along the customer queue line, screening passengers for boarding, supervising embarkation and debarkation, directing passengers to appropriate routes to exit the Park upon return, and any other activities related to the use proposed. To the extent that the Permittee conducts late night cruises, it will be required to provide additional security at its own cost. The Permittee shall submit to the Trust a security personnel plan for events. The plan shall consist of a diagram designating security posts, number of security personnel including supervisors, contact information for supervisors and description of the method of

operations for the security personnel working an event. Security personnel are responsible for clearing of the Park property completely of its patrons at the conclusion of an event including locations along the pier walking paths, garage, and esplanade and sidewalk on the north, west, south and east sides of Pier 40.

Security personnel are responsible for enforcing park regulations and rules while their patrons are on the Premises and adjacent areas; including but not limited to, consumption/possession of alcohol and drugs, appearing in the park under the influence of alcohol, prohibition of smoking/vaping, solicitation, etc.

In the event that a patron requires emergency medical and police services, the Permittee shall contact the Trust 24/7 Operations desk immediately after calling 911 and comply with PEP personnel in providing information regarding the patron and any incident(s) that may have occurred as well as providing access onto the vessel.

All ingress and egress must be maintained in accordance with New York City fire codes.

4. Noise and Annoyance: Permittee shall take all steps necessary so as not to create excessive noise, annoyance, hazard, or nuisance. This involves observances of good housekeeping, seamanship, and sanitation practices. Permittee may be required to prepare a noise control plan that could include such measures as having vessels cease playing music at entertainment levels when leaving or approaching the Pier 40 dock.
5. Parking: Parking for patrons of Permitted Uses at the Premises is available in the adjacent garage currently managed by MPG Parking. Rates and other information regarding the garage are available at <https://www.pier40parking.com>.
6. Vehicle Movement: Service vehicles will use the garage entrance shown in Appendix 1. Service vehicles will not be allowed to park or idle in the garage but must instead be accommodated within the service/ delivery area.
7. Traffic Management: For large events, Permittee will be required to have a traffic management plan including staff to direct customer vehicles entering and exiting for drop off in front of Pier 40.
8. Restrooms: Restrooms are available in the Northern Interior Space for use by the Permittee and its staff only. Additionally, restroom facilities are available to the general public within Pier 40.
9. Signage: The Trust seeks to limit the extent of exterior signage and other markings at the Premises. Any sign must be designed using the Trust's signage design standard, and all signage, including location and method of installation, is subject to prior written approval by the Trust.

Should the Trust choose to provide informational or safety signage or signals at the Premises or Common Area, such as control signage on the gangway gates to access the docks, the Permittee will have to maintain such signage in good condition as a condition of its Permit. The Permittee must also maintain any signage or signals installed by the Permittee upon approval by the Trust.

The Permittee may display one sign advertising the permitted uses on the exterior of Pier 40 and visible from Route 9A (the West Side Highway). Text, graphics, and location of the sign must be approved in advance by the Trust and subject to all applicable laws. Illumination to enable the viewing of the sign at night may be permitted upon advance approval of the Trust.

10. Garbage and Cleaning: Permittee is responsible for keeping the Premises and adjacent pier area clean at all times. Permittee will be responsible for providing the necessary garbage receptacles and maintaining a regular cleaning schedule, which must be submitted to the Trust for its approval. This includes keeping the Docking Area including gangways, platforms, etc., clean and secure by regularly brushing off algae build up, bird droppings, etc.

Permittee may access the docked vessels through the Pier 40 garage for the purpose of boat pump out and removal of solid waste if feasible. Note that a single connection to pump-out infrastructure is available on the north side of the pier from the eastern berth on the north side. There are three (3) waste hookups for a vessel to be able to pump out on the west side of the pier.

Garbage may be placed only in a Trust approved disposal location and not anywhere else in the Park. Permittee must make arrangements with a private carting company to remove all garbage off-site. Trust may provide approval for the Permittee to place its dumpster in a designated area in front of Pier 40. If allowed, the trash will be hand carted to that location. Alternatively, the Trust may, in its sole discretion, allow Permittee to locate a trash dumpster within the Interior Spaces of the Premises provided that it is serviced with frequent pick-ups in a manner and on a schedule that is subject to Trust approval. Note that there is limited truck height clearance for garbage removal from within the garage. If Permittee is unable to maintain the dumpster area at any of the locations in a satisfactory clean manner, the Trust may revoke the Permittee's ability to keep any trash or debris onsite and all trash/ debris must be removed immediately, following each event. Under no scenario should garbage or debris be left on the ground.

11. Snow and Ice Removal: To the extent that the Premises are used in the off-season months, snow and ice must be removed as required from the Premises including gangways, following a storm event.

12. Queuing and Access: Customers will not be permitted to queue or congregate within the garage and must instead be directed to queue along the designated areas of the Pier 40 northern or western walkway or the esplanade running along the river's edge. There will be no queuing along the soccer field at Pier 40. Permittee may create passenger waiting rooms within the Interior Spaces accessible from the garage and north and west walkways but only as permitted under applicable building code. The Permittee may be required to place directional signage at designated locations and post an employee and/or security personnel to direct customers to the queuing line. Precise queuing plans will reflect whether there are one or two operators and the scheduling of activities at the Premises.

Rules for customer queuing will be established by the Trust based on established sailing schedules so as to minimize potential conflict with other park users and alleviate customer crowding. The ability to maintain safe and efficient movement of customers, vessel provisions, and service providers is an important evaluative criterion under this RFP.

13. Emergency Plan: Permittee shall provide an emergency plan for review and approval by the Trust. The plan shall include but not be limited to preparation and response to severe weather, medical emergencies, capsized boats, accidents, etc.
14. Maintenance: All Premises have been constructed entirely with public funds, and the Trust is therefore obligated to ensure that the building structure, berths, fenders, pedestals, railings and surrounding area remain in good condition. While the Trust will maintain overall control over the Pier 40 building and its operating systems, the Permittee shall be expected to pay for all costs necessary to outfit the Interior Spaces for the Permittee's particular program.

The Permittee shall perform all routine maintenance in and around the Premises such as day to day repairs, securing and removing all trash and keeping the Premises and Common Area in clean and orderly condition under standards established by the Trust. The Premises are visible nodes within the Park and in close proximity to public spaces and other Park tenants and permittees. Therefore, the Trust will expect the Premises to be maintained in a manner that is sanitary and safe including but not limited to preventing mold, changing accessible light bulbs, keeping critical infrastructure free and clear, minimizing clutter and keeping launch areas including gangways and platforms clean and secure by regularly brushing off algae build up, bird droppings, etc.

15. Dredging: Permittee may perform maintenance dredging at the berths subject to receiving all necessary authorizations from NYS DEC and USACE, and approval by the Trust.
16. Utilities: Permittee must pay for all costs of utilities, including all water and sewer charges and charges for gas and electricity, consumed and used in, or with respect to,

the Premises as well as telephone and any necessary computer connections. The Trust makes no representations regarding the availability, adequacy, or condition of existing lines of service.

17. Green Partnership Agreement: Permittee shall comply with the Trust's Park Over Plastic ("POP") Initiative, which prohibits the distribution and sale of single use plastic bottle(s), straw(s), and stirrer(s); requires the use of green products within Hudson River Park; requires participation in Trust audits and encourages Permittee to advocate and educate the public on Hudson River Park's POP Initiative through signage, displays, and other partnering opportunities as brought forth by the Trust. The selected respondent shall partner and subscribe to the Hudson River Park Trust's Green Partnership Agreement.
18. Trust and Hudson River Park Friends Events: From time to time and on a limited basis, the Trust may seek to host events or other park-related activities at the Premises. In such circumstances, the Trust will provide reasonable advance notice to the Permittee, and the Trust will work with the Permittee to coordinate the event.
19. Customer Service: The Trust expects the Permittee to operate the Premises with high standards such that they become quality enhancements to the Park. The Trust will require the Permittee(s) to establish and maintain customer service and contact mechanisms that will ensure any concerns raised by the Trust or Park patrons are responsibly and timely addressed.
20. Park Rules and Safety: Permittee acknowledges and agrees that it shall comply with all Hudson River Park Rules and Regulations ("Park Rules") available on the Trust's website at <https://hudsonriverpark.org/app/uploads/2021/01/2020-Hudson-River-Park-Rules-FINAL.pdf>, including, but not limited to its Section 751.06 and all definitions contained therein ("Boating Rules"). In the event that there is any conflict between the Park Rules and this Permit, the language of the Park Rules and Boating Rules shall control.

APPENDIX 7:
Form of Insurance

(Actual terms and insurance amounts will be determined based on the proposed uses)

- a) Prior to or simultaneously with execution of the Permit, the Permittee shall provide the Trust with Certificates of Insurance naming the Additional Insureds set forth below and otherwise evidencing compliance with, and, if requested by the Trust, copies of the underlying insurance policies evidencing all coverage requirements contained in this Appendix. Such certificates and policies shall be in form and substance acceptable to the Trust. Acceptance and/or approval by the Trust do not, and shall not, be construed to relieve Permittee of any obligations, responsibilities or liabilities under this Appendix.
- b) All insurance required by this Appendix shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, and the New York City and each of their respective agencies, offices and departments. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Permittee shall require that any subcontractors or sub-subcontractors that perform work for the Permittee under this Permit in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.
- e) Permittee shall cause all insurance to be in full force and effect as of the Commencement Date of the Permit and to remain in full force and effect throughout the Term of the Permit and as further required by this Appendix. Permittee shall not take any action, or omit to take any action that would suspend or invalidate any of

the required coverages during the period of time such coverages are required to be in effect. Coverage shall:

- 1) Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.
- 2) Be obtained at the sole cost and expense of Permittee or its respective subcontractor and shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Trust.
- 3) Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such policies; notice shall be sent via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

- 4) Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Twenty-Five Thousand (\$25,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Twenty-Five Thousand Dollars (\$25,000)** per claim unless otherwise approved by the Trust.
 - 5) Be provided by Permittee's subcontractors with the same limits and provisions as provided herein; with limits not less than those described, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies); and
 - 6) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
- f) Upon the renewal date of any insurance policies, Permittee shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance and any amendatory endorsements.
- g) Permittee, throughout the Term of the Permit, or as otherwise required by this Appendix, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this

Appendix 7, or as required by law, whichever is greater (limits may be provided through a combination of endorsements, primary and umbrella/excess policies):

- (1) Commercial General Liability** insurance with a limit of not less than **Five Million Dollars (\$5,000,000)** per occurrence. Such liability shall be written on the CG 00 01 12 07, must include a broad form comprehensive general liability endorsement, or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), pollution liability (including broad form bodily injury and property damage, under Coverage A and B exclusions), and extended bodily injury coverage, fire legal liability (property), and explosion, collapse & underground coverage; If such insurance is on an aggregate limit, it shall apply separately on a per job, per location basis.
- (2) Protection and Indemnity** insurance with a limit of not less than **Five Million Dollars (\$5,000,000)**. Such insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo; **Hull Liability** coverage with a limit of not less than full replacement value of the vessel; covering all loss or damage to the vessel from any cause of loss in connection with permitted activity.
- (3) Marina Operator Legal Liability** insurance with a limit of not less than **Ten Million Dollars (\$10,000,000)** per Occurrence. Such insurance shall provide coverage at a minimum for loss or damage to third party vessel, property in the care, custody or control of Permittee, including but not limited to vessels for a rental fee at docks, mooring at slips, moorings or buoys. Such coverage shall not exclude hauling out or launching in connection with services provided and shall not exclude any fueling or additional miscellaneous servicing of a transient nature at Pier 40 docks or pier.
- (4) Commercial Property Insurance** covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverage, for loss or damage to any owned, borrowed, leased or rented equipment, and property of the Trust held in their care, custody and/or control, which shall include but not be limited to Business Personal Property, Data Processing Equipment, Data Processing Media and Operating systems. Such coverage shall be in an amount not less than the Full Insurable Value of the property held in the Permittee's care, custody

and/or control. The Commercial Property Insurance Policy shall name HRPT as Loss Payee.

(5) As applicable, **Comprehensive Business Automobile Liability** insurance with a limit of not less than **One Million Dollars** (\$1,000,000) per each accident. Such insurance shall cover liability arising out of any Automobile, Specialty Use vehicle or Mobile Equipment; including owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage, medical payments and uninsured motorists or operators.

(6) As applicable, **Liquor Legal Liability** with a limit of not less than **Three Million Dollars** (\$3,000,000.00) per occurrence is required. Such insurance shall cover liability on an all-risk basis, including but not limited to any accidents or injuries, physical or personal property damage as a result of/or contributing to a person's intoxication.

(7) **Workers Compensation, Employers Liability and Disability Benefits insurance, and US Longshore & Harbor Workers and/or Jones Act coverage** as required by New York State. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form, proof of Disability Benefits coverage must be provided on a DB-120.1 form.

a. The NY State Workers Compensation Board guideline regarding these requirements is available at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

b. If Exempt from Workers Compensation please refer to the following link and provide proof on the CE200 form issued by the NY State Workers Compensation Board:

<http://www.wcb.ny.gov/content/ebiz/wcdbexemptions/requestExemptionOverview.jsp>

c. Proof of Employer Liability insurance is required with a limit of not less than \$1,000,000.

h) **Waiver of Subrogation.** Permittee shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Trust or any of the other additional insured identified above, or if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Permittee waives or has waived before the casualty, the right of recovery against the Trust or other such additional insured identified above or (ii) any other form of permissions for the release of the Trust or other such additional insured identified above.

The Trust and Permittee shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss and each party shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance proceeds.

Permittee's obligations as set forth in this Appendix shall survive the expiration or earlier termination of the Permit.

APPENDIX 8:
New York State Required Forms

- 1. Disclosure of Prior Non-Responsibility Determination/Lobbying Form**
[https://hudsonriverpark.org/app/uploads/2020/03/Disclosure of Prior Non-Responsibility Determination Form Rev 5-18.pdf](https://hudsonriverpark.org/app/uploads/2020/03/Disclosure_of_Prior_Non-Responsibility_Determination_Form_Rev_5-18.pdf)

- 2. Non-Collusion Certification Form**
[https://hudsonriverpark.org/app/uploads/2020/03/Non-Collusion Certification Rev 5-18 1.pdf](https://hudsonriverpark.org/app/uploads/2020/03/Non-Collusion_Certification_Rev_5-18_1.pdf)

- 3. Iran Divestment Act Affidavit**
[https://hudsonriverpark.org/app/uploads/2021/07/Iran Divestment Act Certification Rev. 7.21 1.pdf](https://hudsonriverpark.org/app/uploads/2021/07/Iran_Divestment_Act_Certification_Rev_7.21_1.pdf)

- 4. Russia Certification**
<https://hudsonriverpark.org/app/uploads/2022/07/HRPK-Russia-Certification.pdf>