

REQUEST FOR PROPOSALS

Hudson River Park Trust

**Request for Proposals
For
Pier 45 Water Taxi Service and
Pier 84 Water Taxi Service**



RFP Release Date: April 3, 2018

Submission Deadline: May 3, 2018

RFP#: L4950

Premises: One or both of two spudded 20' X 30' floating docks serving as vessel landing sites, including piles, together with access ramps at Hudson River Park's:

- Pier 45, located in Greenwich Village at Christopher Street, and
- Pier 84, located in the Maritime Entertainment District at 44th Street

As depicted in Appendix 4- Exhibits A and B, and as further described in Section VII.

Premises is offered in "as-is" condition.

Permitted Uses: Installing, operating and maintaining a water taxi service to provide (i) waterborne transportation services at Pier 84 (no sightseeing or excursion services permitted on vessels departing from Pier 84), and (ii) waterborne transportation services and sightseeing/excursion services at Pier 45. The capacity of water taxi vessels using the Premises shall not exceed 99 passengers.

Term: Up to five (5) years

Extension Period(s): Up to two (2) consecutive two-year renewals (up to four additional years)

Concession Fee: Concession Fee (as defined below) with annual escalations

Security Deposit: Two (2) months' Concession Fee

Responses Due: May 3, 2018

Expected Service Date: June/July 2018

I. The Opportunity

By way of this request for proposals (“**RFP**”), Hudson River Park Trust (“**Trust**”) seeks proposals from qualified respondents to operate and maintain waterborne transportation services (which may be a scheduled service and/or a charter service, in either case the “**Transportation Services**”) from one or both of Pier 84 (“**Pier 84 Water Taxi Service**”) located at 44th Street and/or Pier 45 (“**Pier 45 Water Taxi Service**”) located at Christopher Street both in Hudson River Park (“**Park**”). Respondents may, in addition, elect to offer sightseeing/excursion services (the “**Sightseeing Services**”) in lieu of, or in addition to, Transportation Services from Pier 45. For the purpose of this RFP, water taxi service shall be deemed to mean service by a vessel with a maximum passenger capacity of 99 (not including crew).

The selected respondent (“**Concessionaire**”) will manage and assume responsibility for the operation of the “Premises” detailed in Section VII herein in accordance with the terms and conditions set forth in this RFP and the concession agreement to be subsequently issued by the Trust (“**Concession Agreement**”).

The Trust seeks to activate the Pier 45 Water Taxi Service and Pier 84 Water Taxi Service in a manner that provides the greatest benefit to the Trust by entering into Concession Agreement(s) with experienced water taxi operator(s) to plan, market, operate, and maintain the Premises.

Compatibility of proposed operations with park activities on Pier 45 and Pier 84, including the Trust’s other concessionaires and permittees, and adjacent inland community will be a key criterion in the selection of the Concessionaire.

The Trust prefers to enter into a single Concession Agreement for both the Pier 45 Water Taxi Service and Pier 84 Water Taxi Service. However, the Trust may enter into two separate Concession Agreements for the landing sites upon the Trust’s evaluation of the submitted proposals.

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Term

The commencement date for the Concession Agreement is expected to be on or about June 1, 2018, and continue through December 31, 2023 (the “**Initial Term**”) with two (2) additional two-year renewal options (each, an “**Extension Period**” and together with the Initial Term, the “**Term**”) available to the Concessionaire, 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, 2027. Trust approvals of the Extension Periods will be subject to satisfaction of certain performance criteria by the Concessionaire and compliance with the provisions of the executed Concession Agreement.

II. Specific Terms, Deadlines and Requirements

1. **Submission Deadline**: **May 3, 2018 at 5:00 pm** by hand, express mail or other nationally-known overnight courier.

2. Proposals must be submitted to Hudson River Park Trust, Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Freda Manuel, Senior Director of Real Estate.
3. Number of proposals to be submitted: Three (3) hard copies plus electronic copy to Pier45and84RFP@hrpt.ny.gov.
4. Proposals should be submitted in a sealed envelope labeled: "Proposal for Pier 45 Water Taxi Service and Pier 84 Water Taxi Service, RFP# L4950".
5. Optional: Pre-Proposal Meeting/Site Inspection: **April 12, 2018 at 11:30am** at the Pier 84 floating dock; 44th Street and West Street, and then proceed to Pier 45 floating dock, Christopher Street and West Street (please email Pier45and84RFP@hrpt.ny.gov to RSVP).
6. Last date to submit questions regarding the RFP: **April 16, 2018** to Pier45and84RFP@hrpt.ny.gov.
7. 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 **April 23, 2018**. Respondents are solely responsible to monitor the Trust's website for such postings.
8. The Trust shall not pay any fees associated with real estate brokers retained by any respondent.

If you have a physical disability and cannot deliver your application to the Trust, please contact Nicole Steele at (212) 627-2020 or at Pier45and84RFP@hrpt.ny.gov at least 48 hours prior to the submission deadline and special arrangements will be made for you.

III. Submission Requirements

Each respondent should include the following with its submitted proposal (labeled in numerical order).

1. Name, address, phone number, and email address of the primary contact for the respondent.
2. A description of the respondent's corporate structure, key management personnel, number of years in operation, type and address of other water taxi operations presently or formerly operated by respondent.
3. A detailed description of the respondent's proposed use(s) and business for the Pier 45 Water Taxi Service and Pier 84 Water Taxi Service including, but not limited to the following:
 - a. Nature of the activities to be conducted.
 - b. Potential users.
 - c. Anticipated vessel volume at the water taxi docks, including if applicable in the case of Pier 45 only, approximate percentage distribution for Transportation Services, and Sightseeing/Excursion Services.
 - d. Proposed daily and weekly hours of operation; description whether the operation is seasonal.
 - e. Queuing Plan.
 - f. Location and description of information/ticket booth, if required.

- g. Concession Fee Schedule, as defined below, payable to the Trust.
 - h. Description of vessels to be used, off-hours homeport of vessels.
4. A detailed plan of the respondent's operations, including deliveries and maintenance.
 5. A completed "**Concession Fee Schedule**" for the Premises as provided in Appendix 5. The "**Concession Fee**" to be provided for each month of the Term, including annual escalations of not less than three percent (3%) per year (compounded annually) of the Concession Fee over the Term.

Respondents may submit a Concession Fee Schedule that includes a different amount for in-season months (May through October) and off-season months (November through April). Concession Fee commencement for Year 1 should be assumed to be June 1, 2018 (actual date for commencement of Concession Fee to be subject to critical dates to be negotiated as part of the Concession Agreement).

Concessionaire shall pay all state, municipal and federal taxes in connection with the use and operation of the Premises. However, the Concessionaire will not be required to make any payment to the Trust with respect to any real estate taxes (or taxes in lieu thereof) or escalations tied to increases in real estate tax assessments.

6. Financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity that comprises the respondent, provided that any such company, corporation, partnership or joint venture must be already established and shall have completed at least one full year of operations. Individual owners and any newly or to be formed company, corporations, partnerships, or joint ventures must provide, as applicable: (1) certified financial statements of net worth for individual owners, principals, members and contributors, and/or (2) financial statements for constituent corporate and partnership owners or control entities with at least one year of operating experience. **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. The Trust may conduct a credit check and/or undertake further due diligence for each respondent through Dun & Bradstreet, banking and/or trade references, and each respondent is deemed to consent upon its submission of a proposal to the Trust pursuant to this RFP to such credit/reference check. Note that a financially capable individual, corporation, partnership, or joint venture entity that has an interest in, or is affiliated with, the respondent may be asked to co-sign the Concession Agreement or to be party to an industry standard "Good Guy" guarantee with respect to Concessionaire's obligations. Respondent's agreement to such arrangement may be a condition to its designation as Concessionaire.**
7. Names and contact information, including both phone number and email address, of three references with whom respondent has done business similar to that proposed under respondent's proposal. References cannot include current Trust employees.

8. Any other information that respondent believes useful in the consideration of its proposal.

IV. Evaluation Criteria / Selection

RFP responses shall be evaluated in accordance with the following criteria:

- 30%** Experience of respondent and demonstrated capacity to successfully undertake and manage the proposed uses at the Premises, described below.
- 25%** Quality of proposed operation and compatibility of proposed uses with park activities on Pier 45 and Pier 84, including the Trust's other concessionaires and permittees, and adjacent inland community. Please note that operations which are "party boats" or which prominently feature the consumption of alcohol will not be considered.
- 25%** Fee Schedule and financial ability to make all payments when due.
- 20%** Ability to commence operations on or about June 1, 2018 and operate continuously during the Term

V. Selection

The Trust will review each respondent's proposal in its totality. The Concessionaire will be a respondent whose proposal is most advantageous to the Trust's goals to facilitate the use of the Pier 45 Water Taxi Service and Pier 84 Water Taxi Service in a safe manner and achieve the objectives set forth in this RFP. Interviews may be held with any or all of the respondents after the receipt of proposals. The Concessionaire may be asked to attend one or more community meetings to describe the proposed use and respond to questions.

VI. Limited Permissible Contact

All questions concerning the RFP must be addressed to:

Freda Manuel
Senior Director of Real Estate
Hudson River Park Trust
353 West Street, Suite 201
New York, New York 10014
Email: Pier45and84RFP@hrpt.ny.gov

VII. Premises

The Premises, as depicted in Appendix 4- Exhibits A and B, consist of the following (together, the "Premises").

- A floating dock, piles and ramp to Pier 45 ("**Pier 45 Water Taxi Landing**"), which is identified in Appendix 4- Exhibit A annexed hereto, with an approximate size of 20 feet X 30 feet.
- A floating dock, piles and ramp to Pier 84 ("**Pier 84 Water Taxi Landing**"), which is identified in Appendix 4- on Exhibit B annexed hereto, with an approximate size of 20 feet X 30 feet.

Upon the request of respondent(s), the Trust may consider including space on Pier 45 and/or Pier 84 for the placement of a small information/ticketing kiosk as part of the Premises.

The Premises is not deemed to be real estate or real property as those terms are used in the consolidated laws of the State of New York.

The management of vessel wake in connection with operations at the Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing by a Concessionaire will be an essential component of all proposals. Vessel speeds shall be no more than 5 miles per hour while the vessel is within the zone between the pier-head and the bulkhead.

The Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing will remain a public facility within the Hudson River Park. Docking at the Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing must be non-exclusive, such that the Trust may allow other vessels to dock (a) at a reasonable time that does not conflict with use by the Concessionaire, (b) with prior notice given to the Concessionaire, and (c) with other vessels responsible for any cleaning or repair associated with their use. Concessionaire shall not be responsible for damage arising from or consequent upon the use by any other vessels at Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing and have no liability for any resulting repairs and maintenance requirements.

Premises “As Is”

Concessionaire accepts the Premises “as-is” at the commencement date of Concession Agreement and will not at any time make claim that the Premises or structures thereon are not in suitable repair or condition for the uses and purposes of the Concession Agreement, nor will Concessionaire at any time make any claim for by way of reduction of fees due under the Concession Agreement, or otherwise, for damage arising from or consequent upon any repairs that the Trust or Concessionaire may do or cause to be done or in consequence of the occupation of the Premises by the Trust or its agents or contractors, except in the case of damages arising from use by any other vessels allowed by the Trust to dock at Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing. Concessionaire, 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 the City of New York, and any other governing agencies. See Section VIII: Maintenance and Operations for specific maintenance information. The Trust will not consider the addition of any new structures on Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing, aside from a portable information/ticketing kiosk.

VIII. Maintenance and Operations

The Concessionaire shall, at its sole cost and expense, maintain the Premises and any improvements thereon, in good condition, working order and repair, and shall regularly and promptly remove garbage, rubbish, litter, ice, and snow.

Hours of Operation

The Concessionaire should propose the hours of operation for the Pier 45 Water Taxi Service and Pier 84 Water Taxi Service during the hours that the Park is open to the public.

Sightseeing and Excursions Prohibited on Vessels leaving from Pier 84

Concessionaire may not conduct “sightseeing” or “excursions” from vessels departing from the Pier 84 Landing Site. For the purposes of this RFP and the Concession Agreement, sightseeing shall mean that portion of Concessionaire’s business serving embarking passengers on board a vessel departing from the Pier 84 Landing Site which features (through advertising or other media) the provision of waterborne views of waterways and observable landside features, which may include also a narrative description, provision of beverages, snack bar food and box lunches and entertainment. Excursions shall mean that portion of Concessionaire’s business for embarking passengers on board a vessel that departs and returns to the Pier 84 Landing Site without making any intermediary stop where passengers may disembark and choose other modes of transportation (whether waterborne or otherwise) and which is not sightseeing. Notwithstanding this prohibition, Concessionaire(s) may offer waterborne transportation services (for which the provision of waterborne views of waterways and observable landside features are incidental) from the Pier 84 Landing Site to locations where waterborne sightseeing and/or excursions are conducted provided that: (a) Concessionaire does not sell tickets for such waterborne sightseeing and/or excursions at either the Pier 84 Landing Site or on-board vessels sailing from the Pier 84 Landing Site, and (b) passengers wishing to board waterborne sightseeing and/or excursions vessels departing from another location must first disembark the vessel sailing from the Pier 84 Landing Site before embarking on a different vessel from such other location which may be engaged in waterborne sightseeing and/or excursions.

Floating Dock and Access Ramp Maintenance and Inspections

The Concessionaire shall perform a weekly inspection of the Pier 45 and Pier 84 floating docks and access ramps and make all necessary repairs resulting from the inspections, or as otherwise required by the Trust in order to maintain the Premises in good condition, at Concessionaire’s sole cost and expense. Additionally, Concessionaire shall promptly remove snow and ice from the ramps and floating docks if the Premises is in operation during the winter months. See Appendix 6 for specifications/ drawings for the Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing.

The Pier 45 Water Taxi Landing was recently refurbished. Updated inspection reports will be made available during the month of April, however respondents are advised to make their own inspections to verify conditions.

Ancillary Sales

The Concessionaire may sell food and beverages on the water taxi vessels, as approved by the Trust, but the primary use of the vessels should not be dining cruises.

Security

The Trust contracts with NYC Parks Enforcement Patrol for park-wide security; however, the security of the Concessionaire’s equipment, property and recreational elements on the Premises is the sole responsibility of the Concessionaire.

Concessionaire shall secure the gates to the Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing and ensure that only authorized users access the ramps and docks.

Service Access

Parking is not available at the Premises. Delivery drop off to the Pier 45 Water Taxi Landing by motor vehicle will be limited to the lay-by area located south of Christopher Street and to the Pier 84 Water Taxi Landing to the lay-by area to the south of West 43rd Street. Deliveries by water vessels will be permitted and are encouraged. The Concessionaire may propose a delivery schedule in consultation with and approval by the Trust. Delivery vehicles and trash removal vehicles may not drive through the Park. All through-the-park deliveries and removals must be performed using hand carts. There are no provisions for parking by customers and passengers of the water taxi vessels.

Signage

The Trust shall provide Concessionaire with the standard Trust signage template for the Concessionaire to produce Pier 45 Water Taxi Service and Pier 84 Water Taxi Service related signage. Concessionaire may create and design signage without using the Trust's template; however, all signage, inclusive of its design, location and method of installation, must be approved by the Trust in writing prior to installation.

Garbage and Cleaning

The Concessionaire shall keep the Premises and the adjacent pier area clean at all times. Refuse may not be left overnight anywhere in the Premises. Concessionaire must have and maintain an appropriate number of garbage receptacles with lids at the Premises during operating hours as approved by the Trust. Concessionaire must make arrangements with a private carting company to remove all refuse off-site on a daily basis, or, alternatively, contract to share service with a different Pier 45 or Pier 84 concessionaire. Removal of refuse by water vessel is also permitted. All graffiti on the Premises must be removed within 24 hours of discovery at the Concessionaire's sole cost and expense.

The Concessionaire shall present a "Green Cleaning Program" to the Trust for its approval. Concessionaire may not use hazardous cleaning agents at the Premises, including for the cleaning of fixtures and equipment located in and around the Premises. Concessionaire must take all necessary steps to ensure that any equipment and/or cleaning of equipment and fixtures do not leak any type of fluid, including contaminated water, into/onto the ground or river.

Concessionaire must comply with all City, State and Federal regulations regarding recycling and removal and disposal of recyclable products. Waste products that require special handling or disposals must be properly removed by the Concessionaire in compliance with all legal requirements.

Park Rules and Safety

Concessionaire shall provide one safety ring, to be approved by the Trust, on each Water Taxi Landing at all times. Concessionaire must operate in accordance with the Park Rules which can be found at:

https://hudsonriverpark.org/assets/content/general/Hudson_River_Park_Rules_Official-2013.pdf

Utility and Bathroom Services

The Concessionaire shall provide utilities services to the Premises as may be required for its operations; the Trust does not require such services. Public bathrooms are available in close proximity to both the Pier 45 Water Taxi Landing and Pier 84 Water Taxi Landing and may be used by Concessionaire's customers and employees. Electricity is available at the Pier 45 Water Taxi Landing should Concessionaire wish to utilize this service. Concessionaire shall establish its own account with Con Edison if electric power is required for Concessionaire's operations. There is no electricity or water service available at the Pier 84 Water Taxi Landing.

IX. Taxes and Impositions

Concessionaire shall pay all taxes and impositions applicable to the operation of the Premises but shall not be responsible for the payment of real estate taxes.

X. Security Deposit

Upon execution of the Concession Agreement, the Concessionaire shall deposit and maintain with the Trust a security deposit equal to two month's Concession Fee then due.

APPENDICES

Appendix 1

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: facilitate communications among respondents; 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 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 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.

5. The Concessionaire shall enter into a concession agreement with the Trust in the Trust's standard concession form upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in Appendix 2.

Appendix 2
Specific Terms of the Concession Agreement

The Concession Agreement shall contain, among other terms and conditions, certain provisions required by law and by policies of the Trust, including without limitation, the following:

1. Advertising of product brands and signage indicating Concessionaire's presence at the Piers 45 and 84 is not permitted without the Trust's prior written approval. Concessionaire shall not place any vending machines in or sell any products at the Premises without the prior written permission of the Trust.
2. Concessionaire shall defend, indemnify and save harmless the Trust, the People of the State of New York, the New York State Executive Department, the New York State Office of Parks, Recreation and Historic Preservation, the New York City Region of State Parks, Recreation and Historic Preservation Commission, the Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, and each of their respective commissioners, officers, agents, employees, successors and assigns ("**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 Concessionaire, its directors, officers, employees, guests, invitees, contractors, subcontractors, representatives or agents of Concessionaire, 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 Concession Agreement, 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 Concessionaire, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.
3. Concessionaire shall not assign, grant use of, license or transfer use of the Concession Agreement, whether by merger, consolidation, purchase of assets, transfer of stock in Concessionaire, transfer of joint venture or partnership interests in Concessionaire, 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 in each instance.
4. Concessionaire 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 Concession Agreement and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Concessionaire, this RFP, or the proceeds thereof. Concessionaire 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 Concession Agreement 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 Concession Agreement upon twenty-four (24) hours' notice to Concessionaire and to rescind this transaction in all respects without any liability whatsoever to Concessionaire.

5. The parties to the Concession Agreement 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.
6. In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Concessionaire will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
7. Disputes involving this Concession Agreement, 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.
8. The Concession Agreement shall be construed under, and be governed by, the laws of the State of New York. No legal proceeding shall be commenced by Concessionaire 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 Concessionaire and the Trust agrees to waive all rights to a trial by jury in any legal proceeding to which Concessionaire and the Trust are parties. **WAIVER OF JURY TRIAL: EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE CONCESSION AGREEMENT**
9. The Trust may inspect the Premises and Concessionaire’s operations to determine compliance with the Concession Agreement.
10. Concessionaire must comply with the insurance requirements provided in the following Appendix 3 for the Premises.

Appendix 3 Insurance

- a) Upon the execution date of the Concession Agreement or as of the date indicated in a “Notice to Proceed”, the Concessionaire shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix 3. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Concessionaire of any obligations, responsibilities or liabilities under this Appendix 3.
- b) All insurance required by this Appendix 3 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, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and Recreation. 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) Concessionaire shall require that any subcontractors or sub-subcontractors that perform work for the Concessionaire under this Concession Agreement 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 A.M. Best’s Insurance Report.
- e) Concessionaire shall cause all insurance to be in full force and effect as of the execution date of the Concession Agreement, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Concession Agreement and as further required by this Appendix 3. Concessionaire 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 Concessionaire or its respective subcontractor(s), and shall be maintained with insurance carriers authorized 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 insurance 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 **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.

f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law Section 240 (Scaffold Law) or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.

g) Upon the renewal date of any insurance policies, the Concessionaire shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.

h) Concessionaire shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.

i) Concessionaire, throughout the Term of the Concession Agreement, or as otherwise required by this Appendix 3, 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 3, 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 insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. Such insurance may not include an Athletic Participant exclusion or an underwater activities

exclusion. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. If the Concessionaire's work includes construction activities of any kind, then the Concessionaire must include a completed Acord 855 NY form when providing evidence of insurance.

(2) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000)** Combined Single Limit. Such insurance shall cover owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage and medical payments, and include uninsured and underinsured motorists' coverage.

(3) **Workers Compensation, Employers Liability and Disability Benefits Insurance and US Long Shore & Harbor Workers** at statutory limits as applicable to the Concessionaire's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability 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 Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- c. If the Concessionaire is not a NY State based business, then the Concessionaire must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

(4) **Commercial Property Insurance** on the premises and Capital Installations protecting the **Concessionaire** and the Trust against loss of, or damage to, the premises and Capital Installations by fire and other risks of physical loss, or damage now or hereafter embraced by ISO "Special Form" or its equivalent, which shall be in the amount of the full replacement value of the damages to the premises and Capital Installations (without depreciation or obsolescence clause). Such insurance shall designate the Trust as a loss payee and Concessionaire as named insured.

(5) During the performance of any construction work, restoration or alteration, **"All Risk" Builder's Risk Insurance** written on a completed value (non-reporting) basis in an amount sufficient to prevent Concessionaire and the Trust from becoming coinsurers under provisions of applicable policies of insurance covering the perils insured under the ISO special causes of loss form extended coverage, including fire, vandalism, malicious mischief, collapse, water damage, and transit and theft of building materials, with deductible reasonably approved by the Trust, as well as during transit and at any off-site storage location intended for use with respect to the Premises, naming the Trust and Concessionaire as their respective interests may appear. The

policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation.

(6) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Concessionaire shall maintain in full force and effect throughout the term hereof, **Pollution Liability Insurance** with limits of not less than **Three Million Dollars (\$3,000,000)**, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Trust arising from Concessionaire's work.

a. If coverage is written on a claims-made policy, the Concessionaire warrants that any applicable retroactive date precedes the effective date of the Concession Agreement; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) years from the time work under the Concession Agreement is completed.

b. If the Concession Agreement includes disposal of materials from the job site, the Concessionaire must furnish the Trust with evidence of Pollution Legal Liability insurance, in an amount satisfactory to the Trust that is maintained by the disposal site operator for losses arising from the disposal site accepting waste under the Concession Agreement.

(7) If **Concessionaire** is providing or subcontracting professional services, Concessionaire shall certify that that the Concessionaire and/or its consultant(s) and subconsultant(s) maintain **Errors and Omissions Liability Insurance** with coverage of not less than **One Million Dollars (\$1,000,000)** per claim and as an aggregate annual limit. Policy limits must be adequate to cover both the cost of defense and damages arising out of any resulting judgments and court costs.

a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by the Concession Agreement.

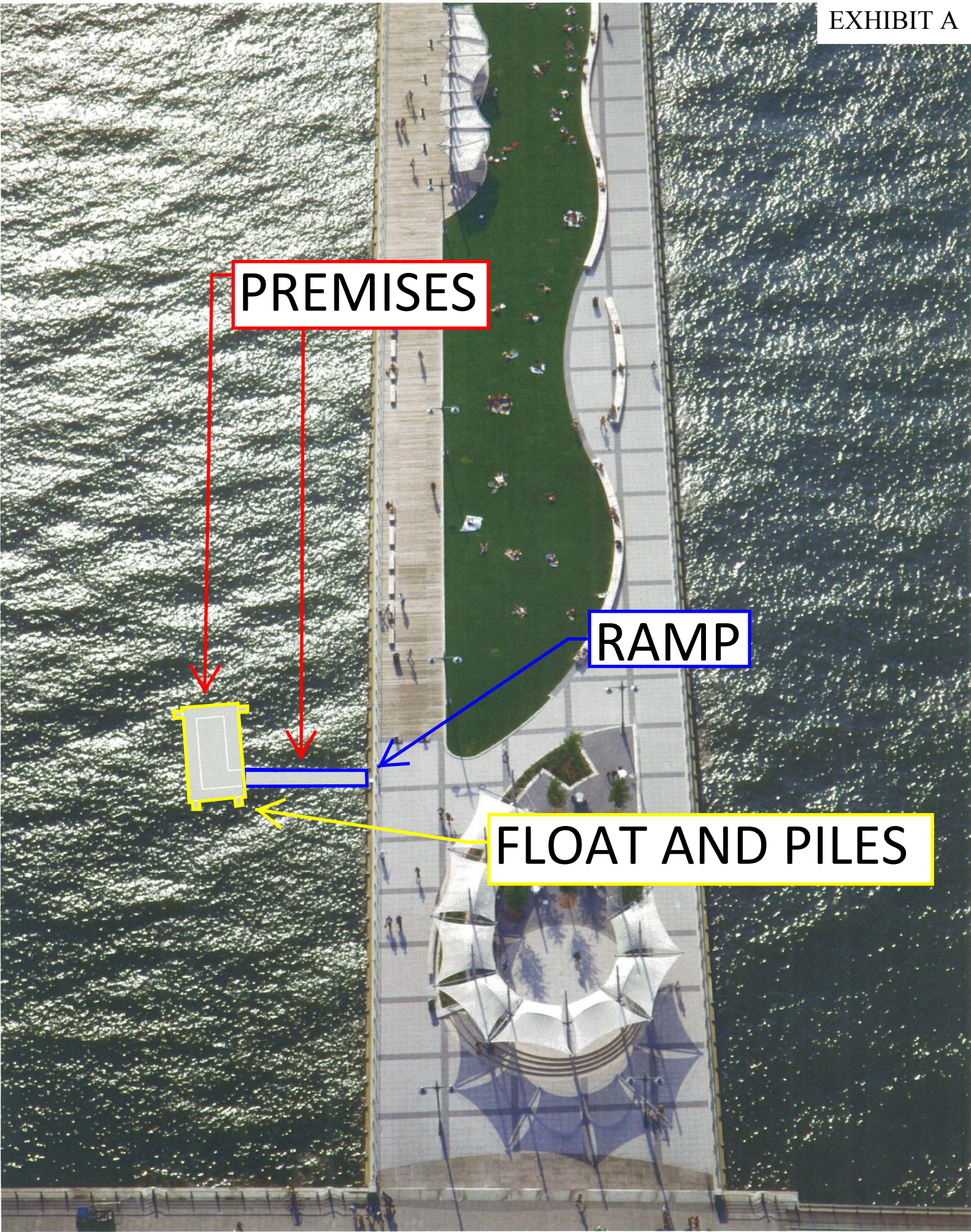
b. If coverage is written on a claims-made policy, Concessionaire warrants that any applicable retroactive date precedes the effective date of the Concession Agreement; and that continuous coverage will be maintained, or an extended period exercised for not less than three (3) years and shall cover third party claims resulting from invasion of privacy, theft of data, data corruption and restoration.

(8) **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 Concessionaire, 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 the Pier 25 Mooring Field docks, slips or pier.

(9) 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.

The Trust and the Concessionaire 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 that may be required for the purpose of obtaining the recovery of any such insurance proceeds. Concessionaire's obligations as set forth in this Appendix 3 shall survive the expiration or earlier termination of the Concession Agreement.

Appendix 4- Premises
Exhibit A- Pier 45 Water Taxi Landing



PREMISES

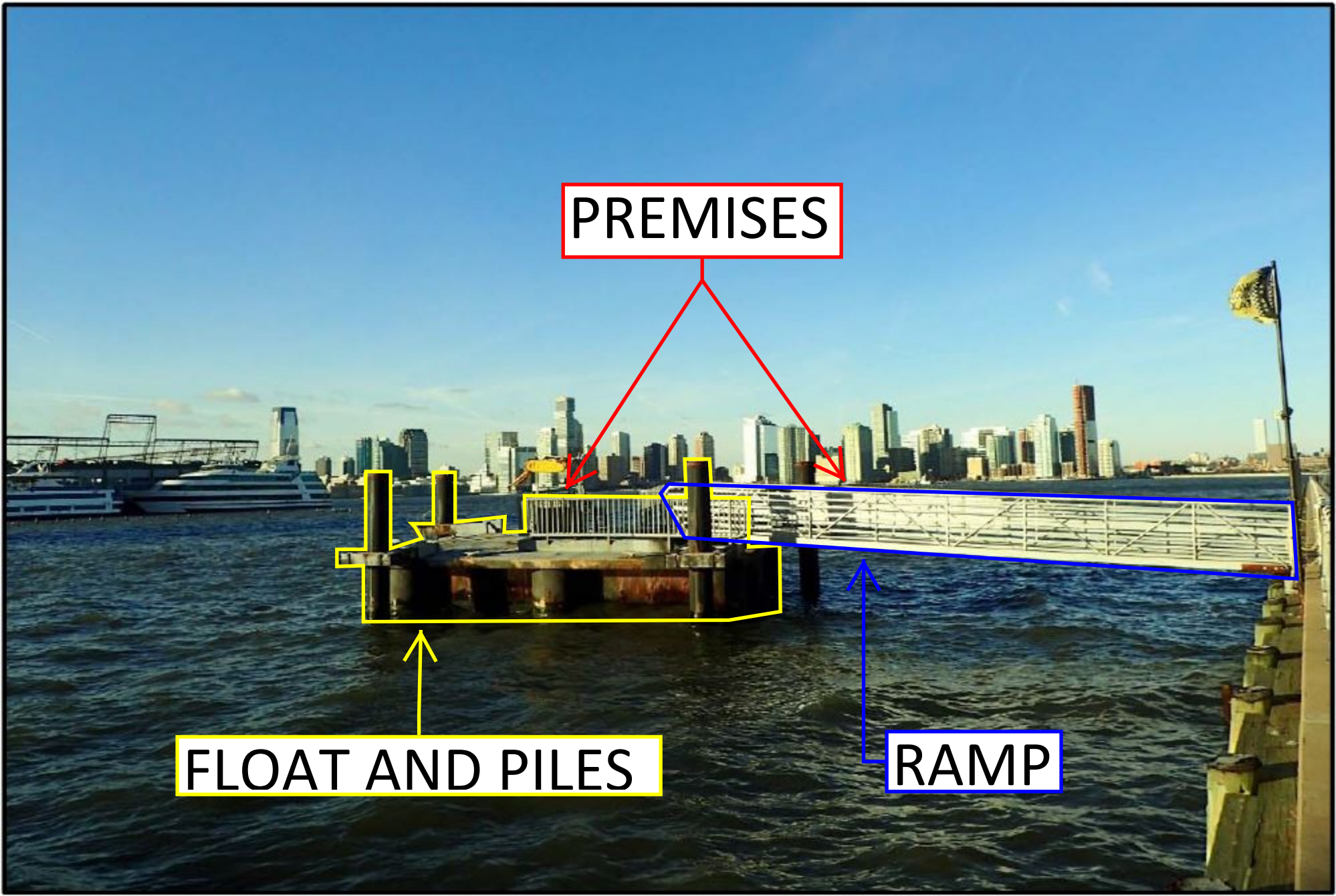
RAMP

FLOAT AND PILES

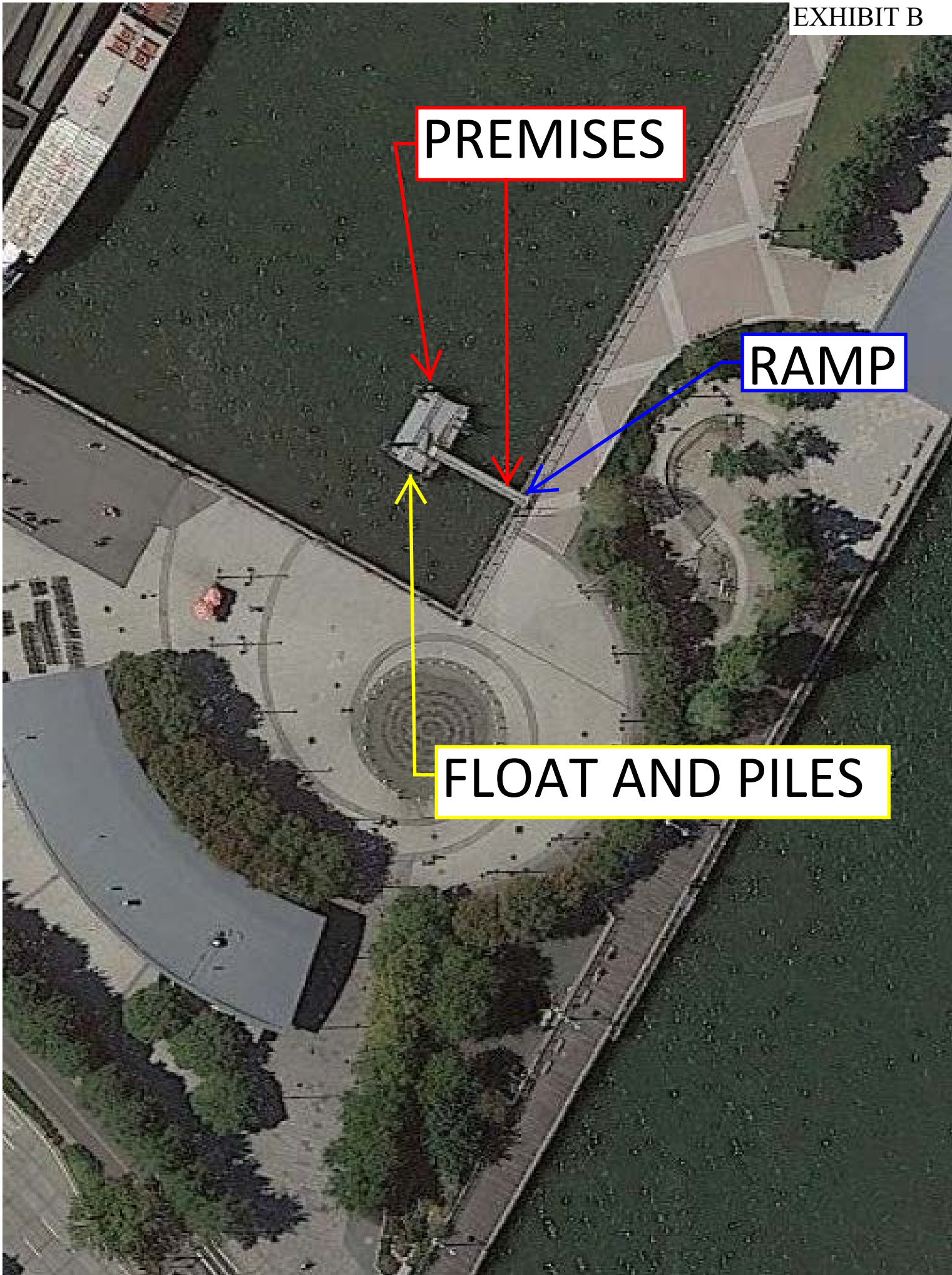
PREMISES

FLOAT AND PILES

RAMP



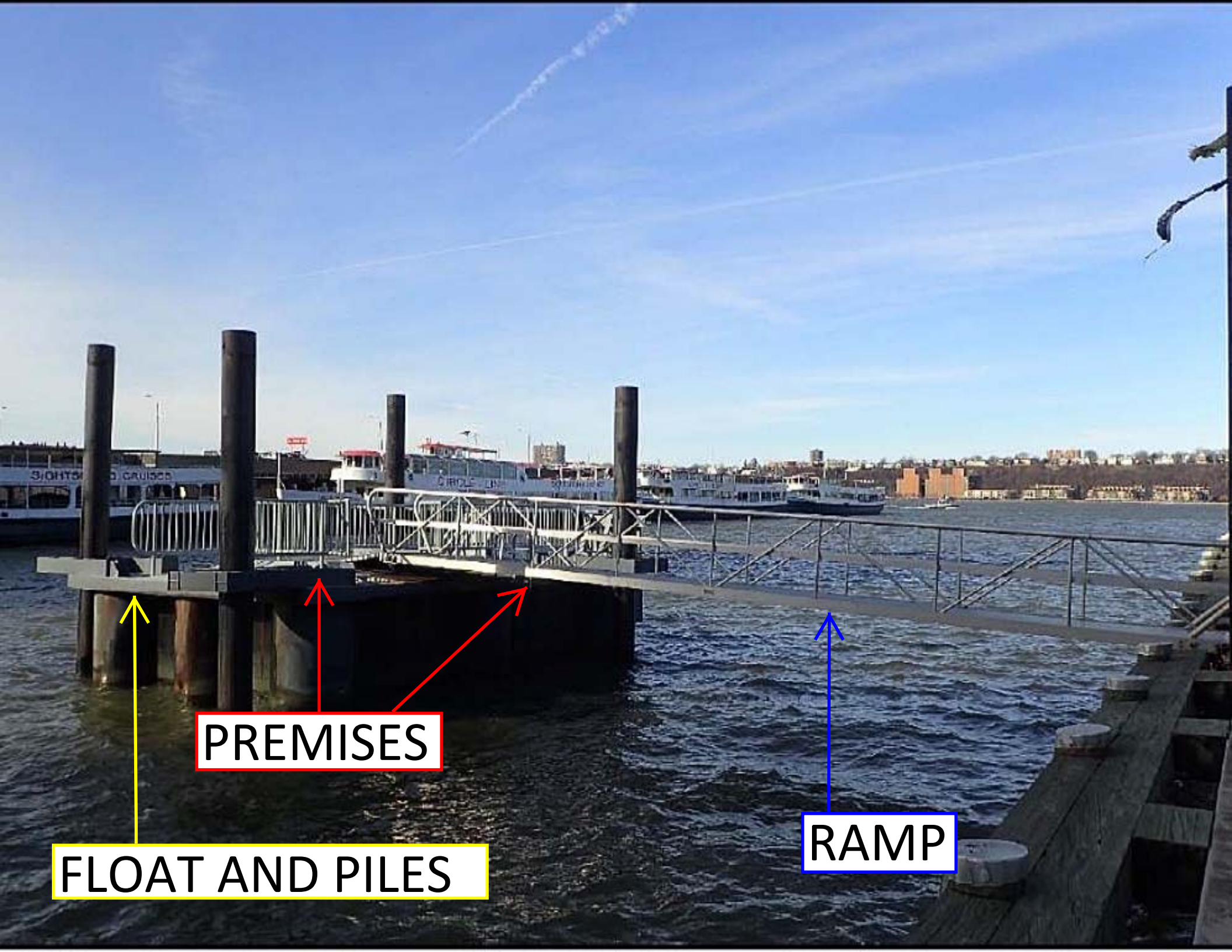
Appendix 4- Premises
Exhibit B- Pier 84 Water Taxi Landing



PREMISES

RAMP

FLOAT AND PILES



FLOAT AND PILES

PREMISES

RAMP

Appendix 5
Concession Fee Schedule

APPENDIX 6

Exhibit A - Pier 84 Water Taxi Landing Drawings

GENERAL NOTES

1. CODES AND REFERENCES:
 - BOCA NATIONAL BUILDING CODE 1996
 - NATIONAL ELECTRICAL CODE
2. DESIGN LOADS:
 - A. LIVE LOAD:
 - LIVE LOAD ON PEDESTRIAN PLATFORMS, GANGWAYS AND MARINE STRUCTURES = 100 PSF
 - SNOW LOAD = 30 PSF
 - B. WIND LOAD: (ASCE 7-98)
 - WIND SPEED = 115 MPH
 - FORCE COEFFICIENT = 1.2 (EXPOSURE D)
 - IMPORTANCE FACTOR = 1.15
 - GUST EFFECT FACTOR = 0.85
 - VELOCITY PRESSURE = 40 PSF
 - C. WAVE ANALYSIS:
 - DESIGN WAVE HEIGHT = 6.8 FT (S)
 - DESIGN WAVE HEIGHT = 4.0 FT (E)
 - WAVE PRESSURE ANALYSIS ASSUMES A STANDING WAVE
 - PRESSURE DIAGRAM AND SAINFLOU DISTRIBUTION.
 - D. CURRENT VELOCITY SERVICE 2.5 KNOTS
EXTREME 4.0 KNOTS
 - F. VESSEL BERTHING:
 - DESIGN VELOCITY = 1.5 KNOTS
 - G. VESSEL DISPLACEMENT TONNAGE: 21 TONS - NYWT

SHOP AND ERECTION DRAWINGS FOR ALL STEEL WORK, GANGWAYS, RAMPS AND RAILINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. FABRICATION OF THESE ITEMS SHALL NOT COMMENCE WITHOUT APPROVED SHOP DRAWINGS. SHOP DRAWINGS ARE PREPARED AND USED BY THE CONTRACTOR AS INSTRUMENTS TO SEQUENCE HIS WORK AND TO FACILITATE FABRICATION AND ERECTION. REVIEW OF SHOP DRAWINGS SHALL BE FOR GENERAL DETAIL AND ARRANGEMENT ONLY. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR DIMENSIONS, PROPER FIT AND DETAILED DESIGN OF CONNECTIONS. THEIR APPROVAL BY THE ENGINEER IS NOT TO BE CONSTRUED AS A WAIVER OF CONSTRUCTION CONTRACT REQUIREMENTS OR RESPONSIBILITIES, UNLESS THE CONTRACTOR HAS BEEN GRANTED A DEVIATION IN WRITING.

CONTRACTOR SHALL REVIEW SPECIFICATIONS LOCATED IN THE CONTRACT DOCUMENTS. IF THERE ARE DISCREPANCIES NOTIFY THE ENGINEER.

CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.

STEEL PIPE PILES

1. STEEL PIPE PILES SHALL HAVE A MINIMUM YIELD STRESS OF 68 KSI AND SHALL BE FREE OF GREASE, MILL SCALE, AND OTHER SUBSTANCES.
2. STEEL PIPE PILES SHALL HAVE MAXIMUM CAMBER OF 3" AND MAXIMUM SWEEP OF 1/2" OVER THE LENGTH AS DELIVERED ON SITE.
3. STEEL PIPE PILES SHALL BE DRIVEN IN PLACE TO THE TIP ELEVATION SHOWN ON THE DRAWINGS. PILES SHALL BE PLUMB AND CUT-OFF AT ELEVATION SHOWN ON THE CONTRACT DRAWINGS.

STRUCTURAL STEEL

1. STEEL CONSTRUCTION SHALL CONFORM TO AISC "STEEL CONSTRUCTION MANUAL", NINTH EDITION, AND SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES" AS ADOPTED JUNE 10, 1992 AND ACCORDING TO GUIDELINES ESTABLISHED IN "THE AMERICAN BUREAU OF SHIPPING RULES FOR BUILDING AND CLASSING STEEL VESSELS FOR SERVICE ON RIVERS AND INTRACOASTAL WATERWAYS, 1997.
2. MATERIALS FOR STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS (MINIMUM):
 - ROLLED SHAPES AND PLATES - ASTM A572 GRADE 50
 - STRUCTURAL TUBE - ASTM A500, GRADE B
 - STRUCTURAL PIPE - MINIMUM Fy=68 KSI
 - BARGE MODIFICATION ABS STEEL - ABS ASTM A131 GRADE (ROLLED SHAPES AND PLATES) AH36 OR DH36
3. GALVANIZING: WHERE STEEL PRODUCTS ARE SPECIFIED TO BE GALVANIZED, THEY SHALL BE HOT-DIP GALVANIZED, AFTER FABRICATION, IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE SPECIFICATIONS AND OTHER REQUIREMENTS LISTED BELOW.
 - A. SPECIFICATIONS FOR ZINC (HOT-GALVANIZED) COATINGS ON PRODUCTS FABRICATED FROM ROLLED, DRESSED AND FORGED STEEL SHAPES, PLATES AND STRIP - ASTM A123.
 - B. SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE - ASTM A153.
 - C. SPECIFICATION FOR ZINC COATING (HOT-DIP) ON ASSEMBLED STEEL PRODUCTS - ASTM A386.
 - D. THE ZINC COATING SHALL WEIGH NOT LESS THAN 2 OUNCES PER SQUARE FOOT.
 - E. ZINC DUST-ZINC OXIDE PRIMER CONFORMING TO MILITARY SPECIFICATION MIL-P-21035 SHALL BE APPLIED IN 2 COATS FOR REPAIRS TO DAMAGED SURFACES AFTER REMOVAL OF LOOSE OR CRACKED ZINC COATING.
 - F. PRIOR TO GALVANIZING, ALL WELDED CONNECTIONS SHALL BE SEALED ALL AROUND WITH A SEAL WELD. BOLTED CONNECTIONS SHALL NOT BE MADE PRIOR TO GALVANIZING.

WELDING

1. ALL WELDING AND FABRICATION SHALL CONFORM WITH EITHER THE AMERICAN BUREAU OF SHIPPING (ABS) OR THE AMERICAN WELDING SOCIETY (AWS) REQUIREMENTS AND GUIDELINES.
2. ALL WELDERS SHALL BE CERTIFIED BY EITHER THE ABS OR THE AWS GUIDELINES.
3. UNLESS OTHERWISE INDICATED, ALL FILLET WELDS SHALL BE CONTINUOUS AND DOUBLE SIDED. ALL BUTT WELDS SHALL BE FULL PENETRATION WELDS.
4. ALL WELDS SHALL BE SUBJECT TO NON DESTRUCTIVE TESTING (NDT) AT THE DISCRETION OF THE ENGINEER AND AT THE CONTRACTOR'S COST.
5. ALL ELECTRODES USED SHALL COMPLY WITH ABS OR AWS SPECIFICATION AND SHALL BE E70XX LOW HYDROGEN.
6. ANY DEFECTS FOUND SHALL BE CORRECTED IN ACCORDANCE WITH ABS OR AWS RULES AT NO COST TO THE OWNER.

COATINGS

1. COATINGS ARE TO BE APPLIED STRICTLY IN ACCORDANCE WITH MANUFACTURERS INSTRUCTION. CONTRACTOR SHALL ENSURE THAT PROPER SURFACE PREPARATION AND COATING THICKNESS ARE APPLIED.
2. SURFACE PREPARATION AND PAINTING OF STEEL SURFACES AND WELDS SHALL BE ACCOMPLISHED PER MANUFACTURER'S INSTRUCTION.
3. PREPARE ALL STEEL SURFACES TO BE PAINTED BY ABRASIVE BLASTING IN ACCORDANCE WITH SSPC-SP10 "NEAR WHITE METAL" USING AN EXPENDABLE MEDIA.
4. ALL EXTERNAL STEEL STRUCTURE (INCLUDING BARGE DECK, FENDER RACKS PLATFORMS, RAILINGS, AND LADDERS) SHALL BE PAINTED WITH THE FOLLOWING COATING SYSTEM.
 - ZINC PRIMER - 3-5 MILS DFT
 - EPOXY ZND COAT - 4-6 MILS DFT

ALUMINUM

1. ALUMINUM SHAPES SHALL BE 6061-T6 ALLOY AND SHALL CONFORM TO ASTM B221.
2. CONNECTIONS: BOLTS, NUTS, WASHERS, BRACKETS AND FITTINGS AND ANCHOR BOLTS SHALL BE STAINLESS STEEL TYPE 316.
3. WELDING: INERT GAS SHIELDED ARC METHOD WELD FILLER ALLOY SHALL BE ER5183.

COMMERCIAL/MANUFACTURED COMPONENTS

1. THESE COMPONENTS SHALL BE INSTALLED AND LOCATED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS, UNLESS OTHERWISE NOTED.

ABBREVIATIONS

ADA	AMERICAN DISABILITY ACT
APPROX.	APPROXIMATE
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS
C	CONDUIT
CL	CENTERLINE
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DFT	DRY FILM THICKNESS
DIAM. OR Ø	DIAMETER
DK.	DECK
DN	DOWN
DWG.	DRAWING
EL. OR ELEV.	ELEVATION
EXIST. OR EX.	EXISTING
FT. OR'	FEET OR FOOT
Fy	YIELD STRESS
GALV.	GALVANIZED
GR.	GRADE
HT.	HEIGHT
HW	HIGH WATER
IAW	IN ACCORDANCE WITH
LB.	POUNDS
I.D.	INSIDE DIAMETER
IN. OR"	INCHES
LT	LONG TON
KSI	KIPS PER SQUARE INCHES
MAX.	MAXIMUM
MH	MANHOLE
MILS	0.001"
MHD	MANHATTAN HIGHWAY DATUM
MHHW	MEAN HIGHER HIGH WATER
MHW	MEAN HIGH WATER
MIN.	MINIMUM
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MTL	MEAN TIDE LEVEL
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO. OR NOS.; #	NUMBER
NOAA	NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
N.T.S.	NOT TO SCALE
NYWT	NEW YORK WATER TAXI
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
Ø	PLATE
PSI	POUNDS PER SQUARE INCH
PSF	POUNDS PER SQUARE FEET
R	RADIUS
REF	REFERENCE
SST	STAINLESS STEEL
STA.	STATION
T	TOP
THK. OR THKNS.	THICK OR THICKNESS
TYP.	TYPICAL
UHMW-PE	ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE
U.O.N.	UNLESS OTHERWISE NOTED
VERT.	VERTICAL
W/	WITH

LEGEND

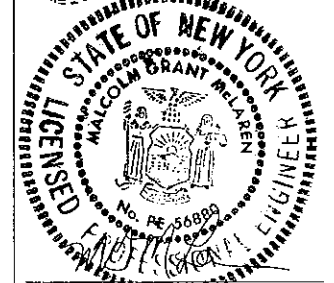
SYMBOL	DESCRIPTION
	WATERLINE
	HATCH
	WELDS
	CLEAT
	WING FENDER

TIDAL DATA		
	MANHATTAN HWY (MHW)	N.G.V.D.
TOP OF PIER	+4.50	+8.72
HIGHEST OBSERVED WATER LEVEL	+2.39	+5.11
M.H.H.W.	+0.30	+3.02
M.H.W.	+0.00	+2.72
MEAN SEA LEVEL N.G.V.D.	-2.72	0.00
M.L.W.	-4.37	-1.65
M.L.L.W.	-4.60	-1.88
LOWEST OBSERVED WATER LEVEL	-7.40	-4.68

FERRY DESIGN PARAMETERS	
VESSEL DIMENSIONS	BOW LOADER NYWT
LENGTH OVERALL:	53 FT
BEAM OVERALL:	18.7 FT
DRAFT:	3.3 FT
FREEBOARD (FULL LOAD):	5.5 FT
FREEBOARD (LIGHTSHIP):	6 FT
BOW RADIUS:	28 FT
TONNAGE (LOADED):	21 TONS

Sheet of

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Malcolm G. McLaren, P.E.
NYS PE Lic. No. 56880

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ENGINEERING DEPARTMENT			
OFFICE OF FERRY TRANSPORTATION			

STRUCTURAL

Title
NEW YORK WATER TAXI LANDINGS PIER 84

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S. Beacom R. Curtl R. Van Deusen
Designed by Drawn by Checked by

FEBRUARY, 2003
Date

1.0

XX-100X-000X
Contract Number Drawing Number

INDEX OF DRAWINGS		LATEST REV.	
DWG. NO.	TITLE	REV. NO.	DATE
1.0	GENERAL NOTES		
2.0	SITE PLAN		
3.0	BARGE PLAN		
4.0	RAMP STUDY		
5.0	FENDER AND SPUD COLLAR DETAILS		
6.0	LADDER AND RAILING DETAILS		
7.0	BARGE MODIFICATION DETAILS		

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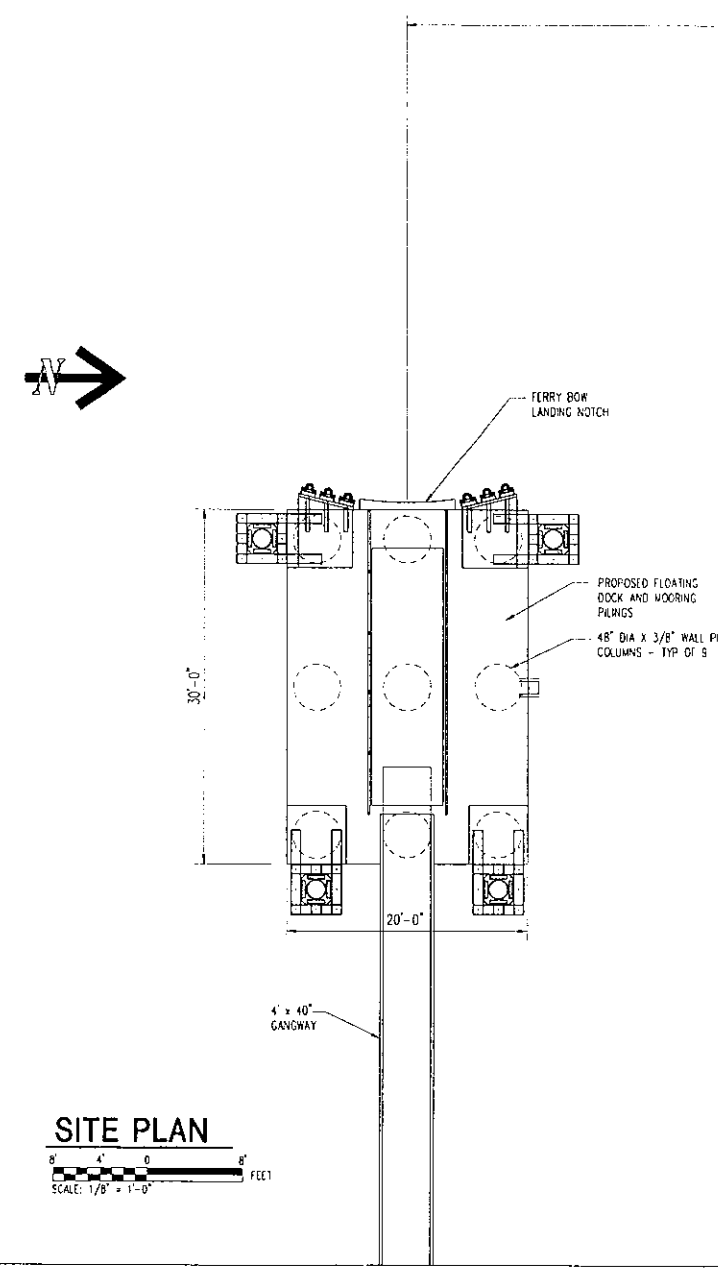
SITE PLAN

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Contract Number Drawing Number
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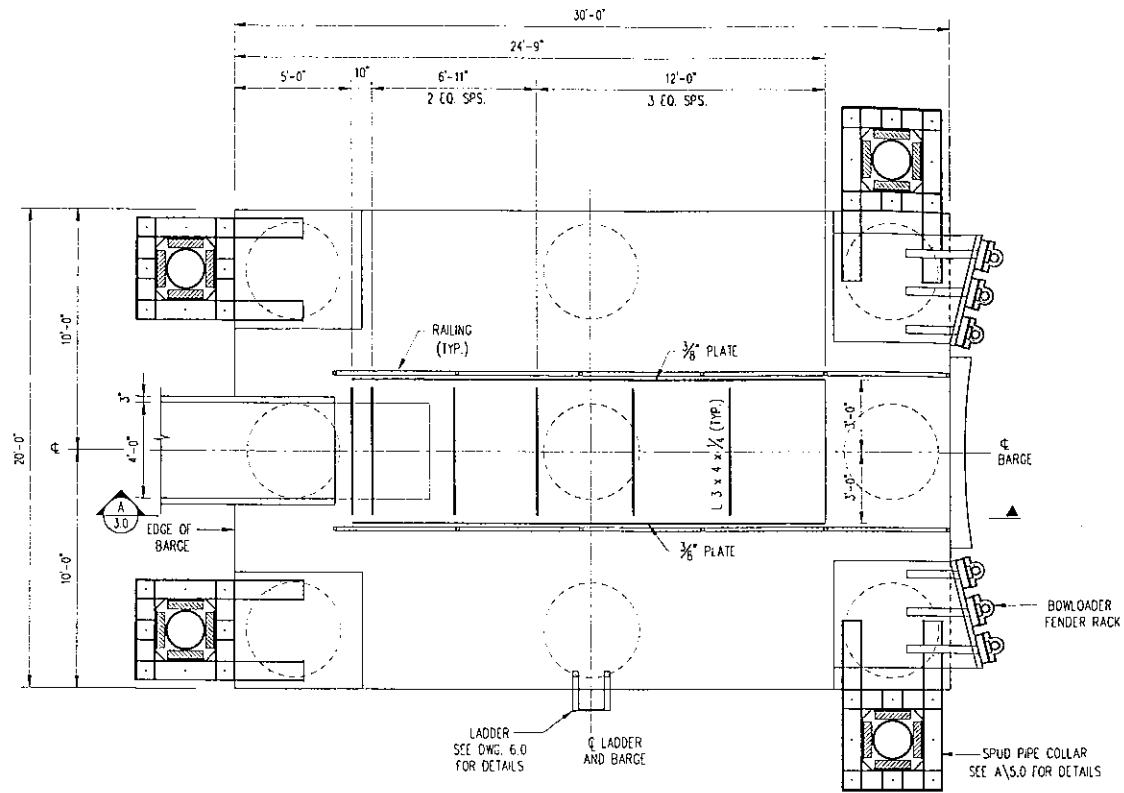
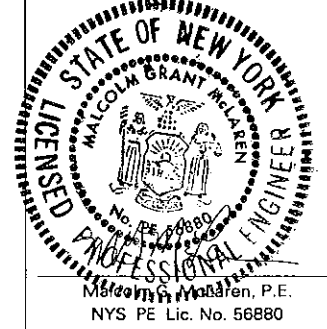


SITE PLAN
SCALE: 1/8" = 1'-0"
FEET

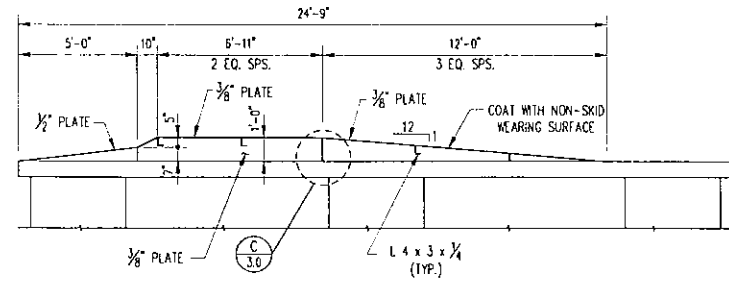
4' x 40'
GANGWAY

EXISTING BULKHEAD

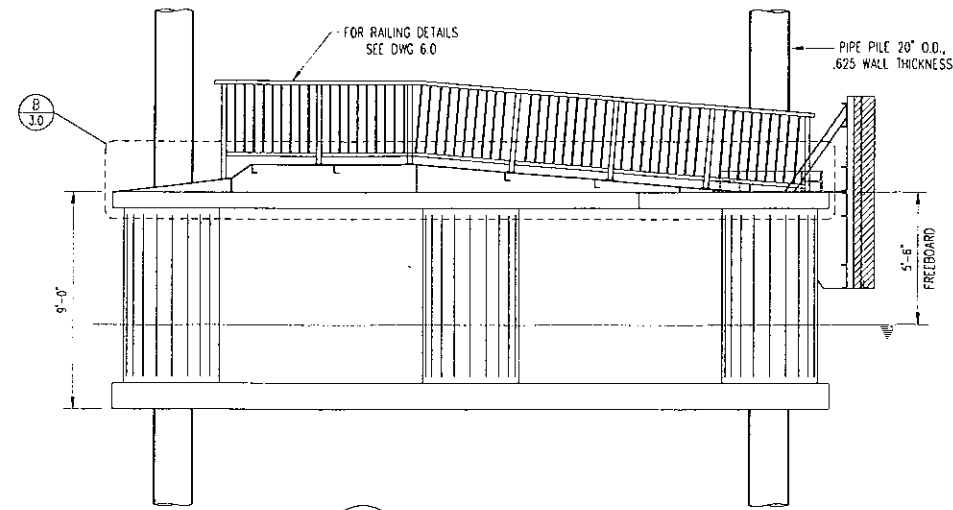
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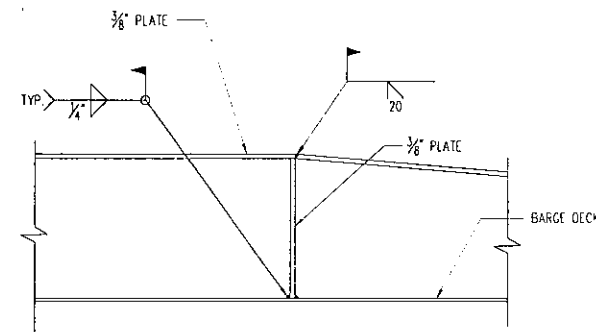
BARGE PLAN
1/2" = 1'-0"



B DETAIL
3.0 1/2" = 1'-0"



A SECTION
3.0 1/2" = 1'-0"



C DETAIL
3.0 1/2" = 1'-0"

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BARGE PLAN

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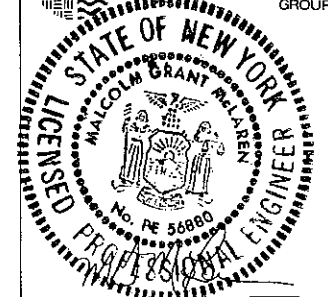
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Drawing Number

102393.Pier84/3.0

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RAMP STUDY

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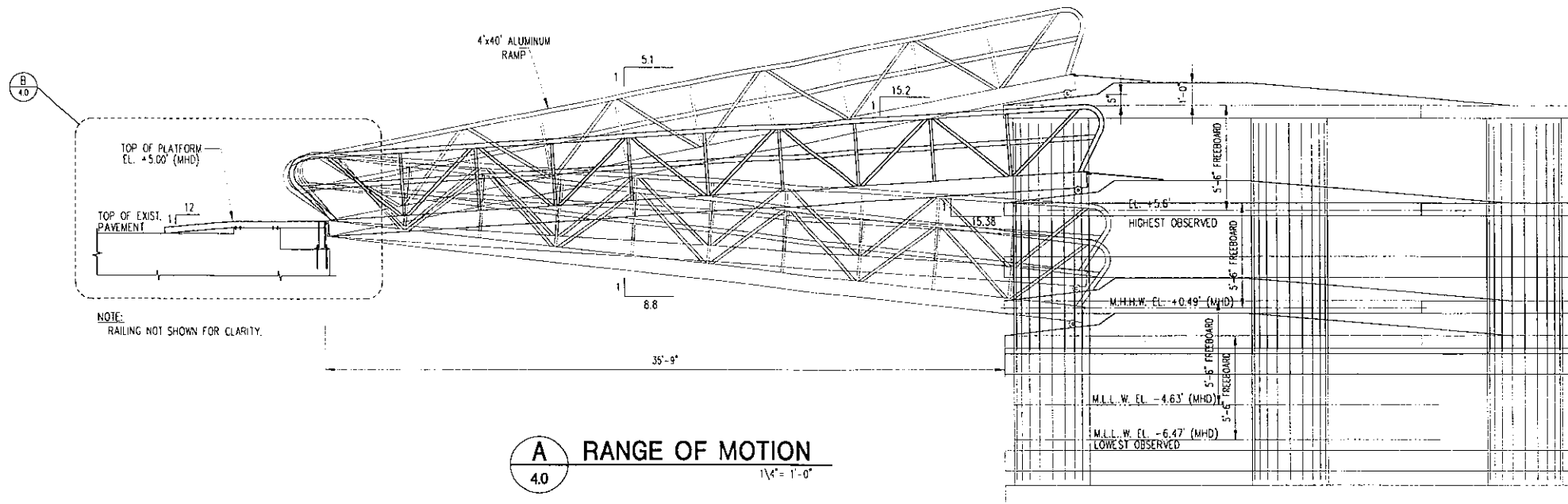
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Contract Number

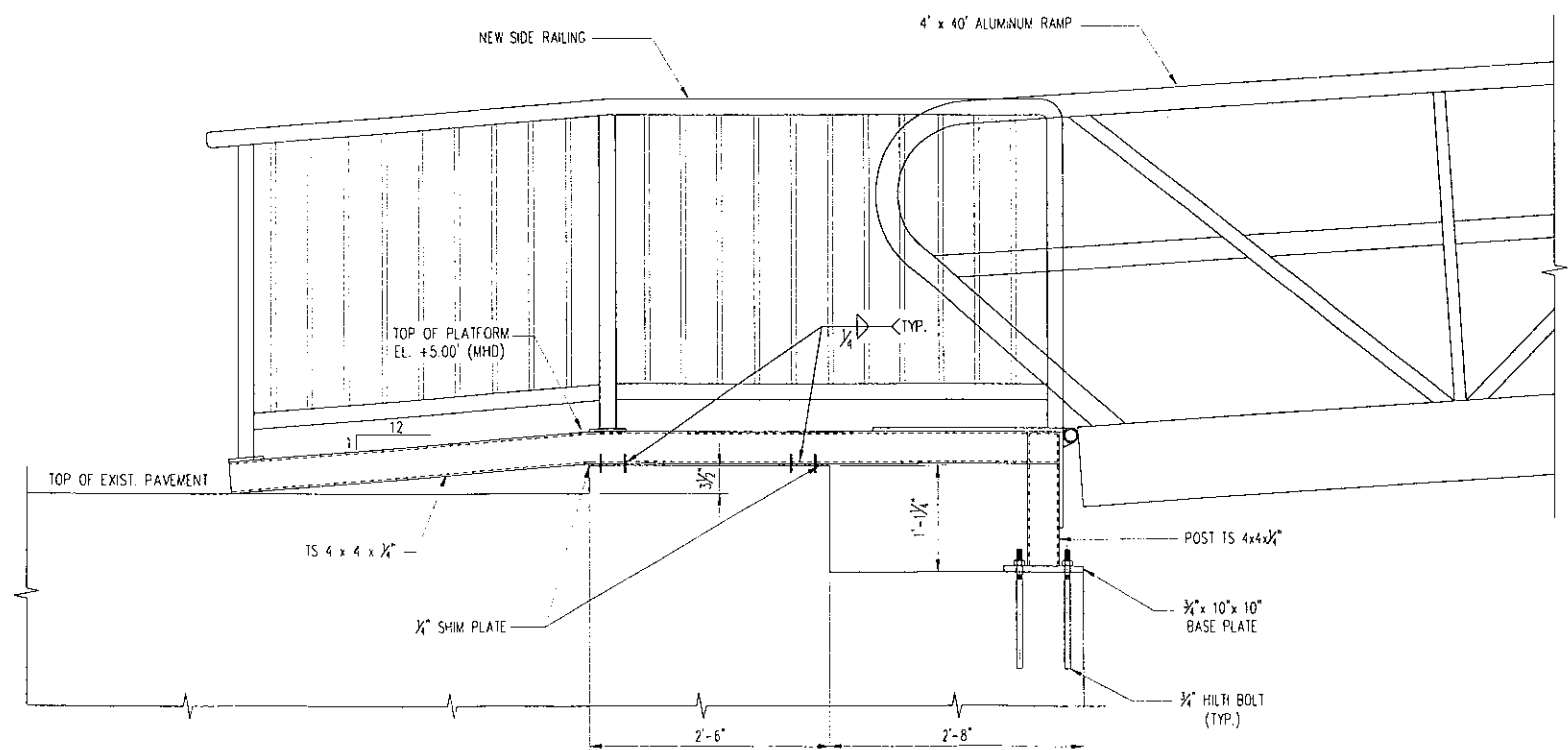
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4.0

102393/Pier84/4.0



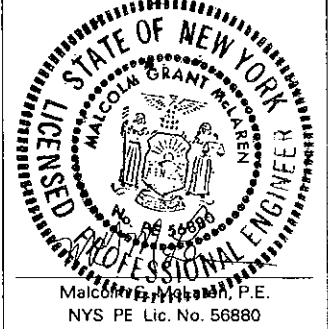
A RANGE OF MOTION
4.0 1/4" = 1'-0"



B SECTION
4.0 1" = 1'-0"

NOTE:
RAILING NOT SHOWN FOR CLARITY.

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TRANSPORTATION

STRUCTURAL

Title
NEW YORK
WATER TAXI LANDINGS
PIER 84

FENDER AND SPUD
COLLAR DETAILS

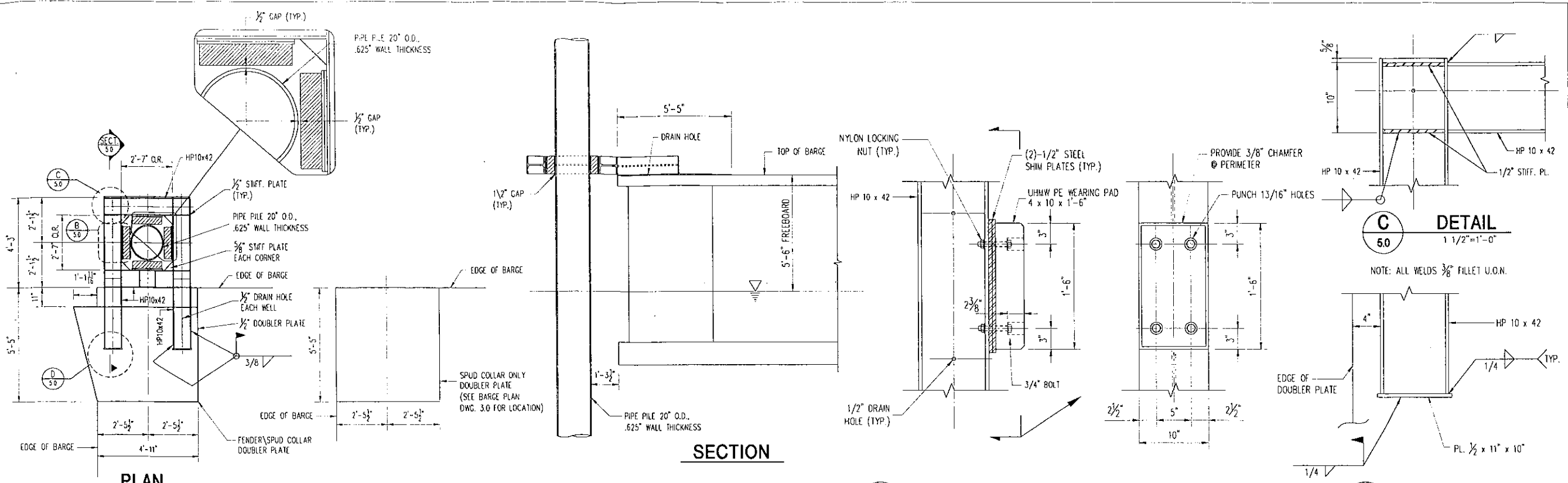
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S. Beacom R. Curti R. Van Deusen
Designed by Drawn by Checked by

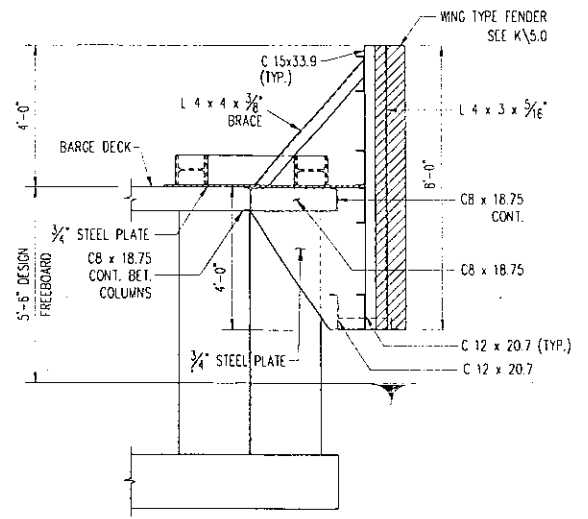
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Date

xx-3001.000
Contract Number Drawing Number

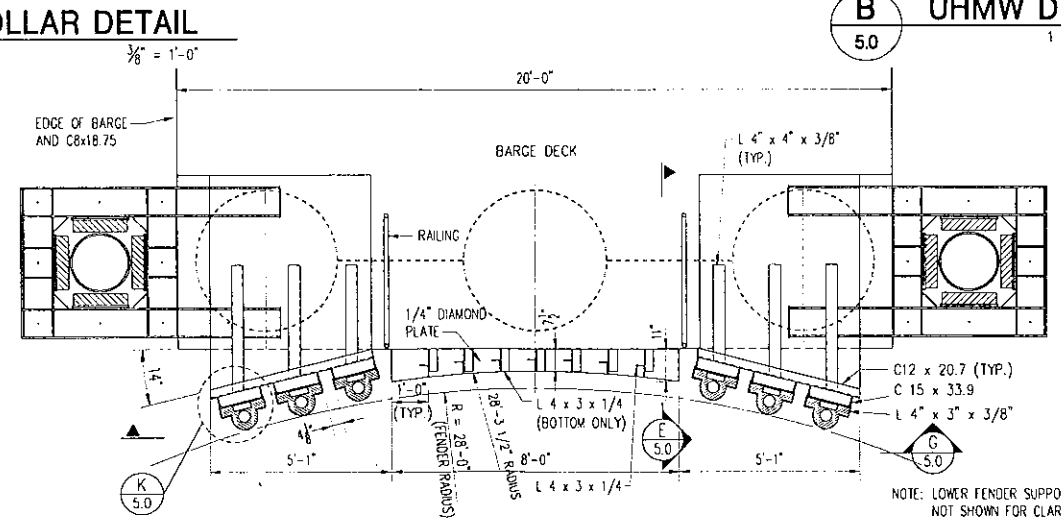
102393PIER 845.0



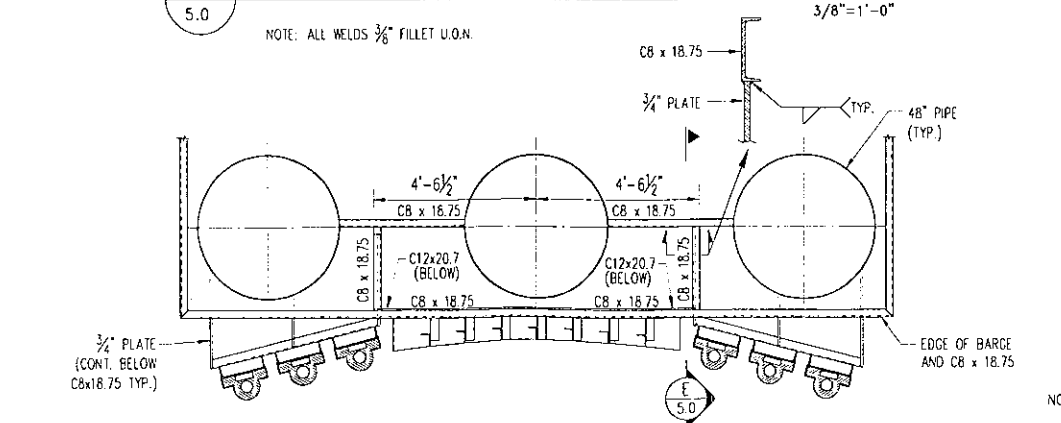
NOTE:
DOUBLER PLATES WILL BE INSTALLED BY CONTRACTOR AS PART OF BARGE MODIFICATION. PLATE WILL BE WELDED TO TOP OF EXISTING DECK PLATE. (SEE BARGE PLAN DWG. 3.0 FOR LOCATION)



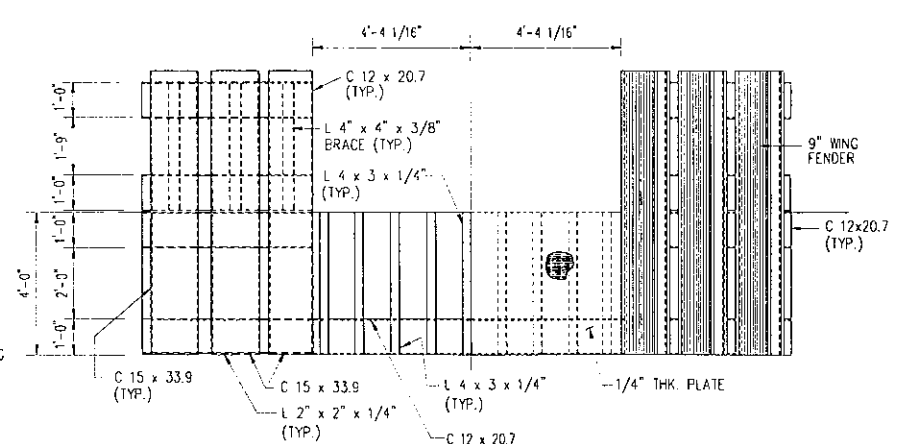
E SECTION
5.0 3/8"=1'-0"



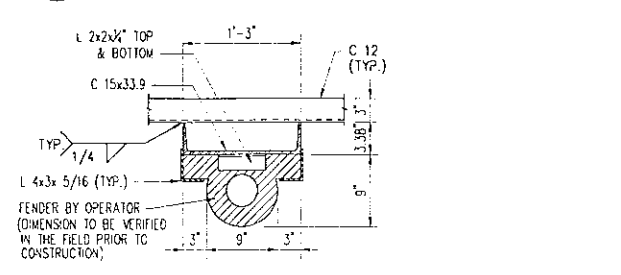
F PLAN OF BOW LOADER FENDER SYSTEM
5.0 3/8"=1'-0"



H PLAN OF BOW LOADER FENDER FRAMING
5.0 3/8"=1'-0"

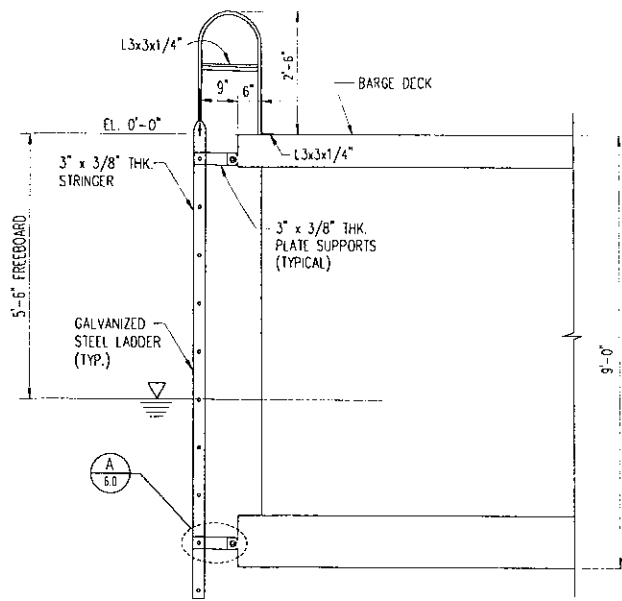


G ELEVATION
5.0 3/8"=1'-0"

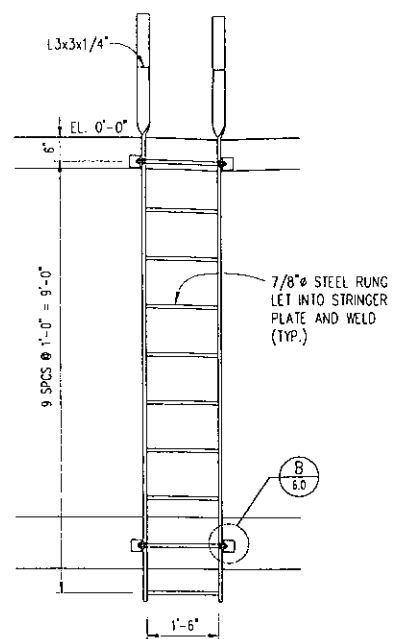


K WING TYPE FENDER
5.0 1'-1"=1'-0"

NOTE: FENDER SUPPORTS, CHANNELS, PLATE AND RAILING NOT SHOWN FOR CLARITY. (SEE T/S.0 FOR DETAILS)

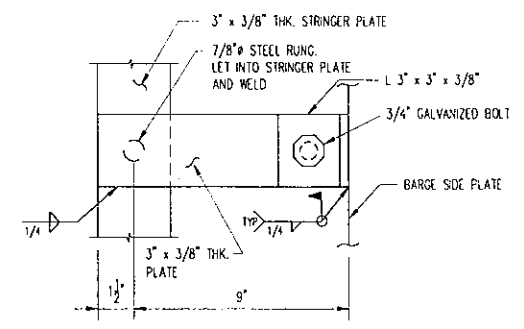


SECTION
1" = 1'-0"

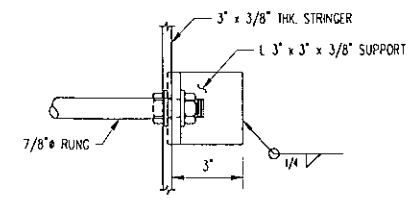


ELEVATION
1/2" = 1'-0"

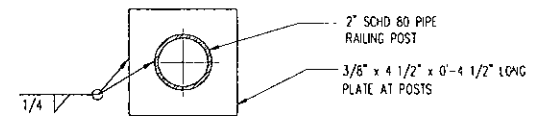
BARGE LADDER
NOTE:
SEE COATING REQUIREMENTS ON DWG. 1.0



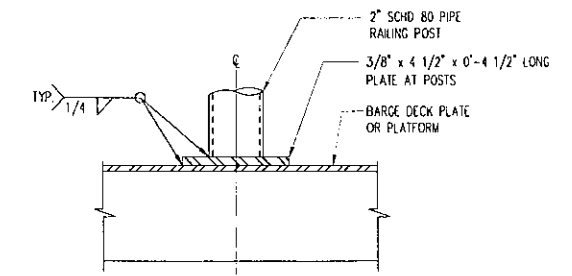
DETAIL A
6.0 3"=1'-0"



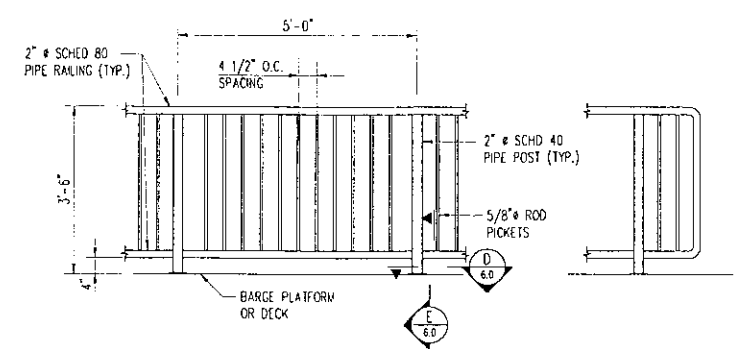
DETAIL B
6.0 3"=1'-0"



DETAIL D BARGE BASE PLAN
6.0 3"=1'-0"



DETAIL E BARGE CONNECTION SECTION
6.0 3"=1'-0"



DETAIL C TYPICAL RAILING DETAIL
6.0 1/2" = 1'-0"

NOTE:
ALL STEEL SHALL BE GALVANIZED AND COATED SEE DWG. 1.0

THE PORT AUTHORITY
OPEN TO ALL



No.	Date	Revision	Approved
ENGINEERING DEPARTMENT			
OFFICE OF FERRY TRANSPORTATION			

STRUCTURAL
Title
NEW YORK WATER TAXI LANDINGS PIER 84

LADDER AND RAILING DETAILS

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent.

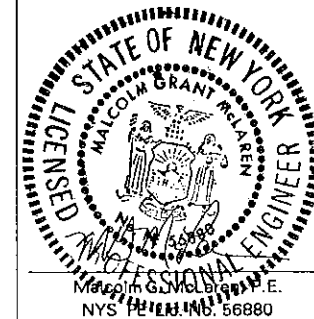
S. Beecom R. Curti R. Van Deusen
Designed by Drawn by Checked by

FEBRUARY, 2003
Date

Contract Number Drawing Number
102353/PIER 84/6.0

6.0

THE PORT AUTHORITY
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No.	Date	Revision	Approved

ENGINEERING DEPARTMENT

OFFICE OF FERRY
TRANSPORTATION

STRUCTURAL

Title
NEW YORK
WATER TAXI LANDINGS
PIER 84

BARGE MODIFICATION
DETAILS

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S. Beacom R. Curtl R. Van Deusen
Designed by Drawn by Checked by

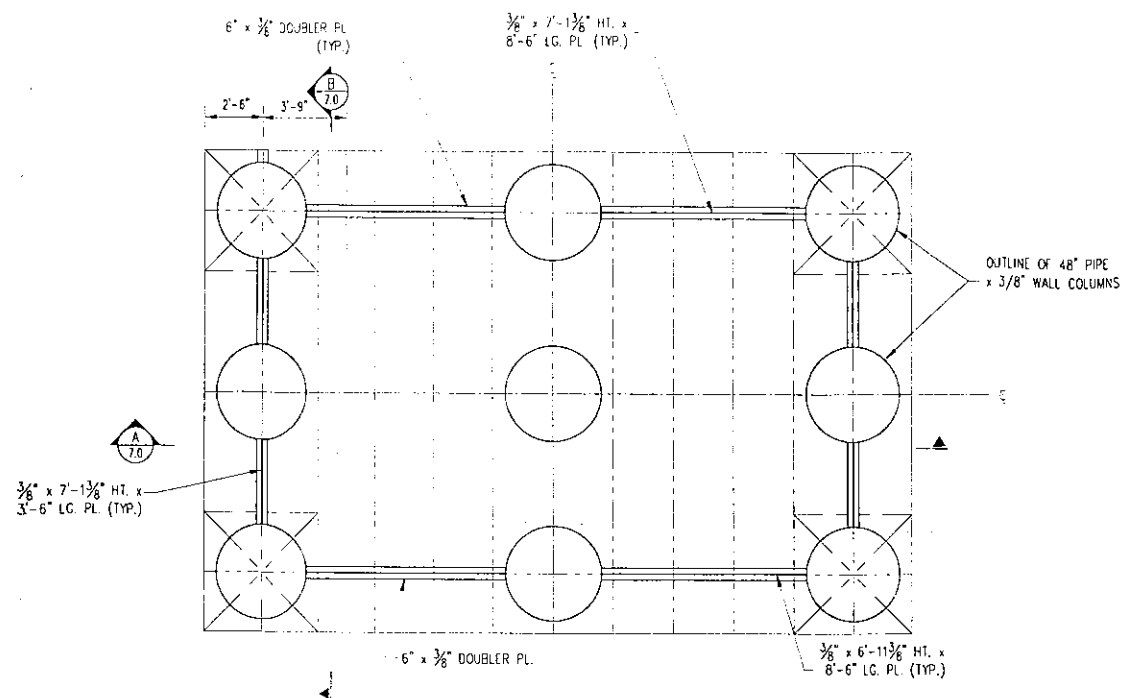
FEBRUARY, 2003
Date

Contract Number

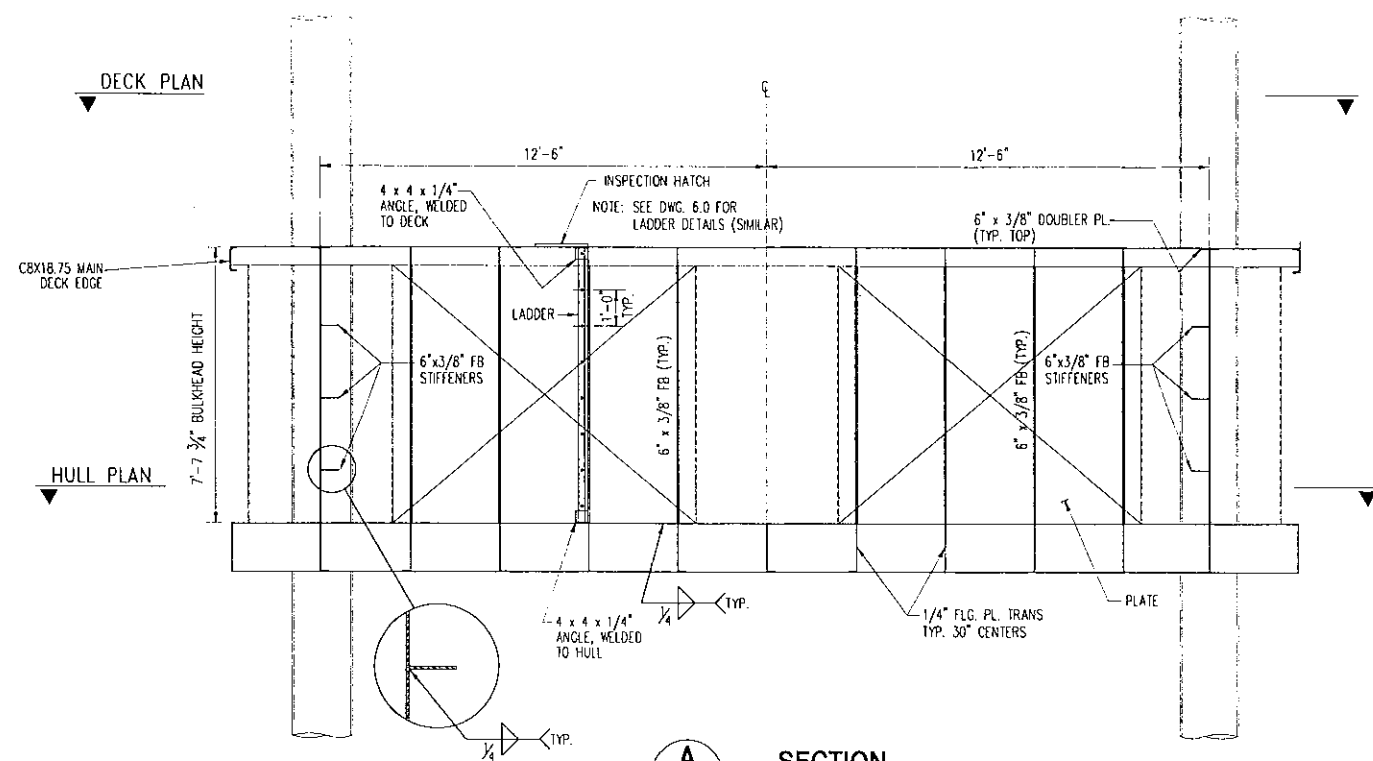
Drawing Number

7.0

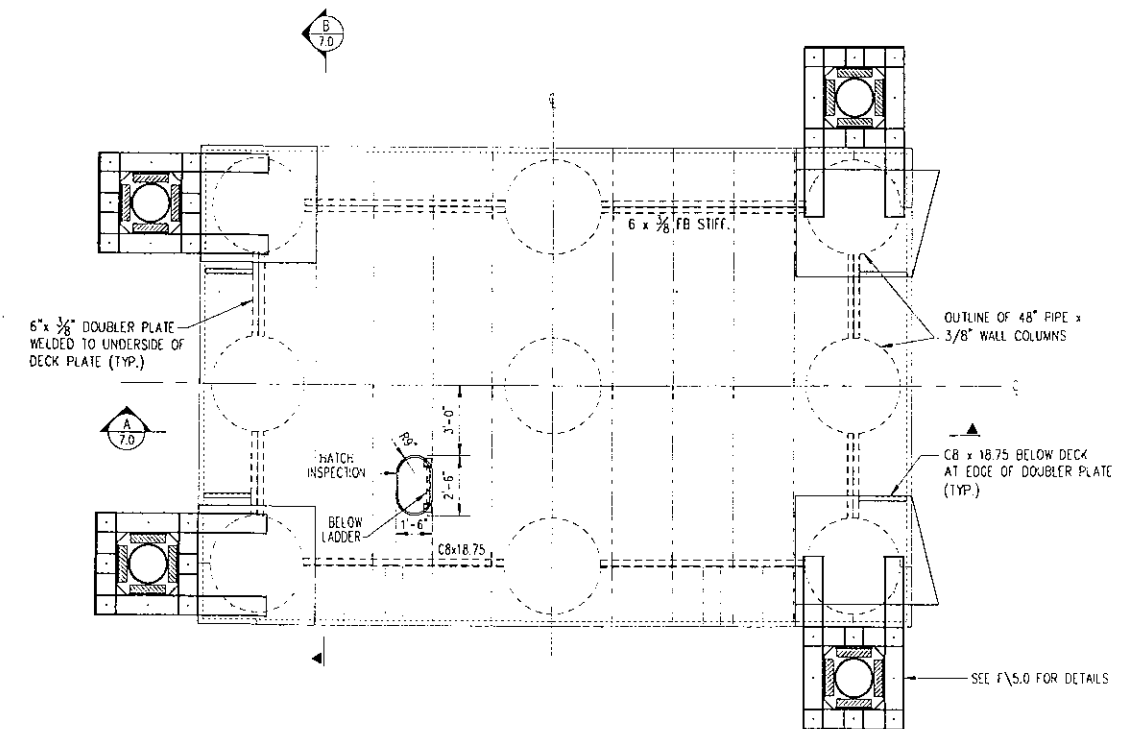
102393/PIER 84/7.0



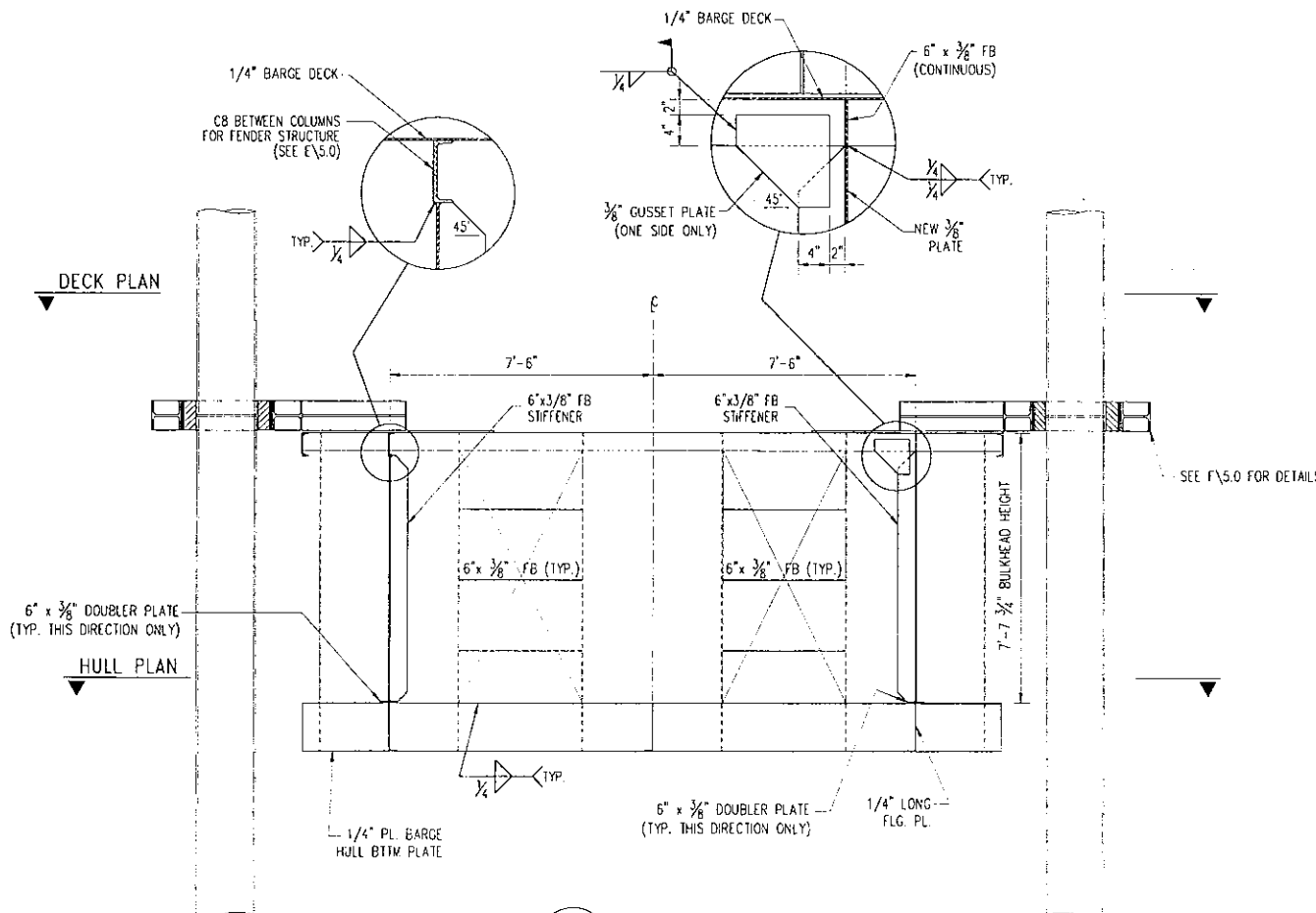
HULL PLAN
1/4" = 1'-0"



A SECTION
3/8" = 1'-0"



DECK PLAN
1/4" = 1'-0"



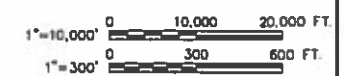
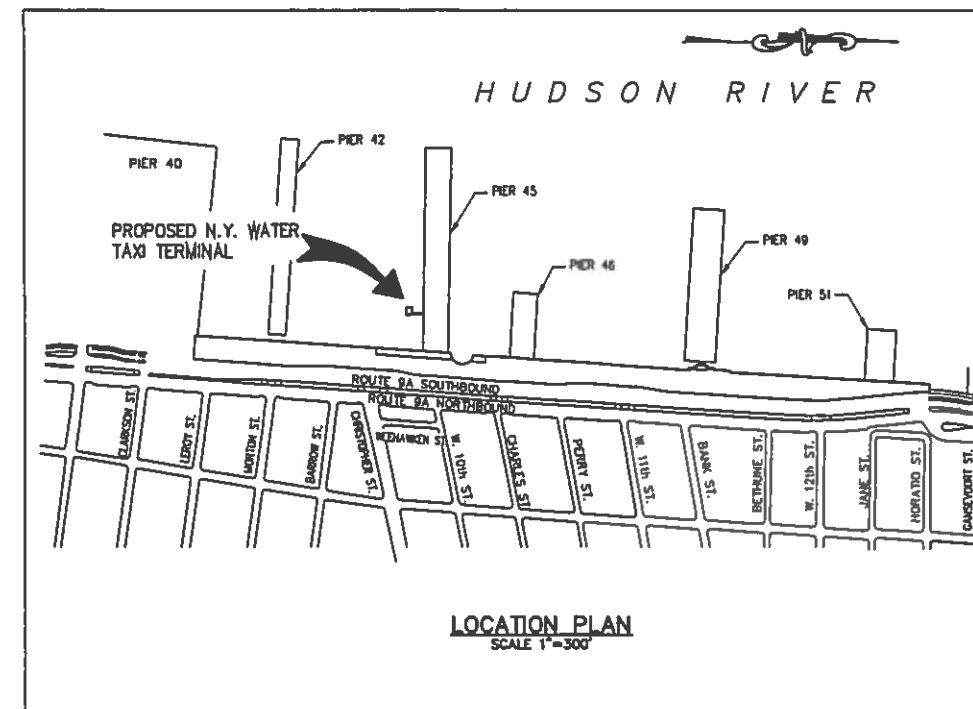
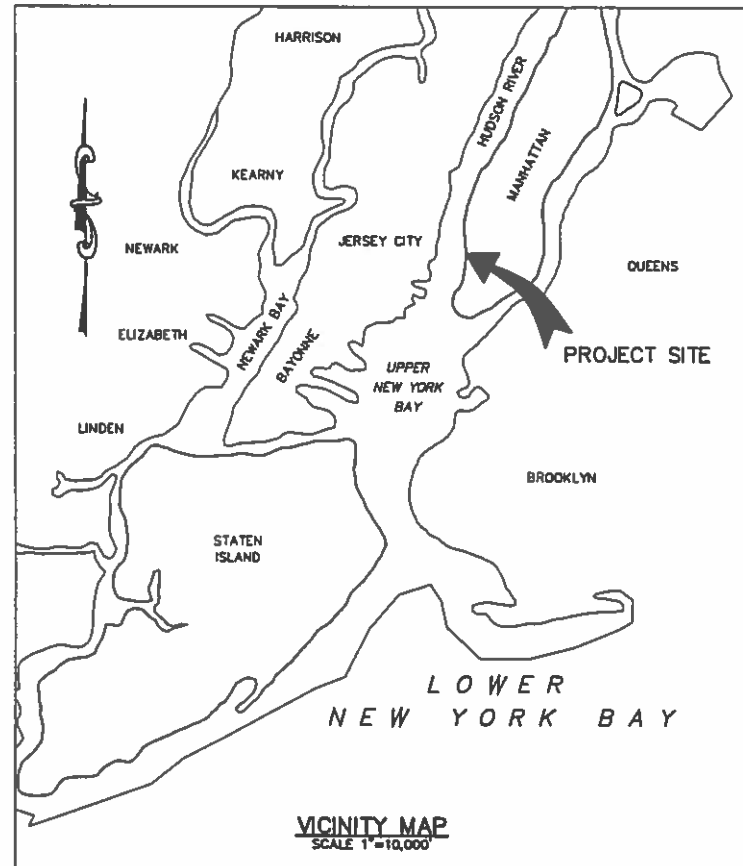
B SECTION
3/8" = 1'-0"

Appendix 6
Exhibit B- Pier 45 Water Taxi Landing Plans and Specifications

NY WATER TAXI HRP PIER 45 CONTRACT NO. 1191-01

LIST OF DRAWINGS

DWG. NO.	TITLE	DWG. NO.	TITLE
	GENERAL		STRUCTURAL
G-1	COVER SHEET, VICINITY MAP, LOCATION PLAN AND LIST OF DRAWINGS	S-1	FLOAT AND GANGWAY, PLAN AND SECTIONS
G-2	GENERAL NOTES	S-2	PIER GANGWAY BRACKET PLAN AND SECTIONS
	CIVIL	S-3	GANGWAY BRACKET PLAN AND SECTIONS
C-1	BORING LOCATION PLAN	S-4	PIPE PILE DETAILS AND SCHEDULE
C-2	GEOLOGIC SECTION A		



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A	ISSUED FOR REVIEW AND COMMENTS	10/13/03	FHD				



DESIGNED BY F.D.	NEW YORK WATER TAXI HRP PIER 45, NEW YORK CITY N.Y.	SCALE AS SHOWN	REVISION
DRAWN BY X.E.		DATE 10/13/03	A
CHECKED BY S.N.		DRAWING NO.	
PROJECT ENGR F.D.		G-1	
COVER SHEET, VICINITY MAP, SITE PLAN AND LIST OF DRAWINGS			

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GENERAL NOTES

1. DIMENSIONS AND LOCATIONS OF ALL EXISTING STRUCTURES ARE APPROXIMATE.
2. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS.
3. CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK AFFECTING OTHER CONTRACTORS IN ADJACENT AREAS WITH THE OWNER.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS (INCLUDING LOCATION OF EXISTING UTILITIES) IN THE FIELD BEFORE ORDERING MATERIAL, COMMENCING ANY FABRICATION OR PERFORMING ANY WORK. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF ANY CONDITIONS OR DIMENSIONS WHICH VARY FROM THOSE SHOWN ON THE DRAWINGS AND INCORPORATE SUCH VARIATIONS IN THE CONSTRUCTION IN A MANNER APPROVED BY THE OWNER.
5. CONTRACTOR SHALL EXERCISE ALL NECESSARY CARE TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION (SCHEDULED TO REMAIN) BY OR AS A RESULT OF HIS OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RECTIFIED AS DIRECTED BY THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL PROVIDE DESIGN AND CONSTRUCTION OF FALSEWORK, FORMWORK, SHORING, ETC. DESIGN WORK SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW YORK.
7. CONTRACTOR SHALL SUBMIT AT THE END OF THE CONSTRUCTION OF THE WORK TO THE OWNER, AS-BUILT DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK.

DEMOLITION AND REMOVAL

1. THE DEMOLITION OR REMOVAL WORK SHALL PROCEED IN A MANNER WHICH PREVENTS COLLAPSE OR DAMAGE TO THE EXISTING STRUCTURES AND THE RELEASE OF CONSTRUCTION DEBRIS INTO THE WATERWAY.
2. ALL DEMOLISHED MATERIALS SHALL BE REMOVED FROM OWNER'S PROPERTY AND LEGALLY DISPOSED OF.

STEEL PIPE PILING

1. ALL STEEL PIPE PILES SHALL BE 20" Ø X .625" WALL THICKNESS AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM A252, GRADE 3, WITH MINIMUM YIELD STRENGTH OF 46 KSI, OR OWNER APPROVED EQUAL.
2. THE TOP TO 15 FT BELOW MUDLINE OF EACH PILE SHALL BE COATED WITH TWO 8-MIL COATS OF BITUMASTIC 300 U, MANUFACTURED BY CARBOLINE, WESTFIELD, NJ 07090. SURFACE PREPARATION - SSPC SP10 NEAR BLAST CLEANING.
3. PILES AT CUT-OFF ELEVATIONS SHALL NOT DEVIATE Laterally FROM THE PLAN SHOWN IN THE DRAWINGS BY MORE THAN 3 INCHES. MAXIMUM ALIGNMENT TOLERANCE AT PILE AXIS SHALL BE TWO PERCENT OF THE PILE LENGTH. PULLING PILES INTO POSITION IS PROHIBITED.
4. ANY PARTS OF THE LEADS OR INSTALLATION TEMPLATE WHICH ARE LIKELY TO DAMAGE THE PILE COATING SHALL BE ADEQUATELY CUSHIONED.
5. PIPE PILES SHALL BE DRIVEN WITH A HAMMER WITH A MINIMUM RATED ENERGY OF 30,000 FT-LBS.
6. PILES SHALL BE DRIVEN TO REFUSAL, DEFINED AS A DRIVING RESISTANCE OF 20 BLOWS PER INCH FOR A MINIMUM OF TWO CONSECUTIVE INCHES, BUT NOT MORE THAN 40 BLOWS PER INCH.
7. ALL SPICES SHALL BE FULL PENETRATION BUTT WELDS, DEVELOPING THE FULL STRENGTH OF THE PILE IN AXIAL LOAD AND BENDING. NO FIELD SPICES ARE PERMITTED UNLESS CONTRACTOR IS DIRECTED OTHERWISE BY OWNER.
8. JETTING OF PILES FOR INSTALLATION SHALL NOT BE PERMITTED.
9. ALL PIPE PILES SHALL BE DRIVEN WITH CAST STEEL CONICAL POINT, TYPE P-1300B, AS MANUFACTURED BY APF OR OWNER APPROVED EQUAL, AND IN CONFORMANCE WITH ASTM A27 65/38.

STRUCTURAL STEEL

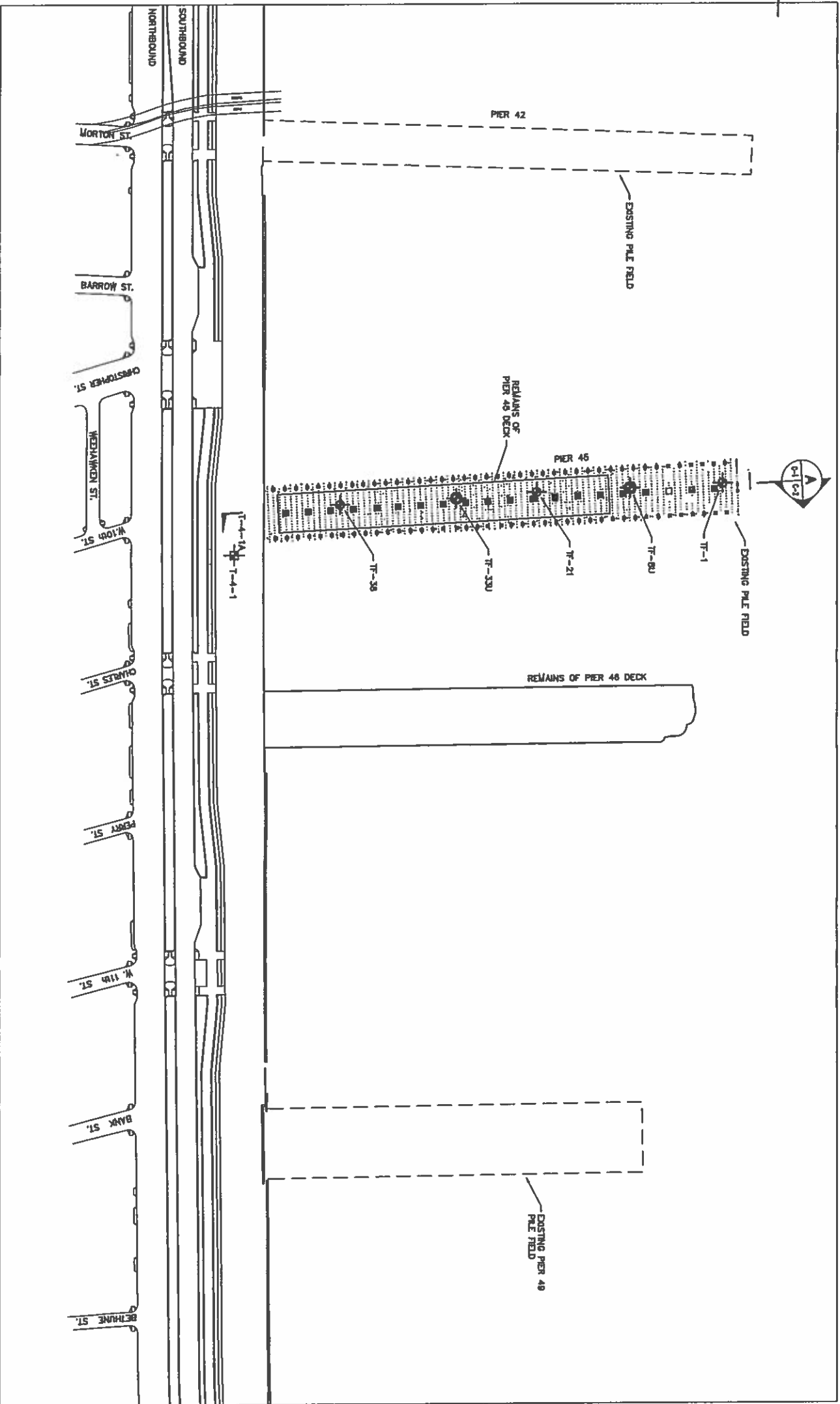
1. STRUCTURAL STEEL SHAPES AND MISCELLANEOUS STEEL PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36.
2. UNLESS OTHERWISE INDICATED, BOLTS SHALL BE ASTM A325 WITH HEAVY HEX NUTS AND WASHERS.
3. WELDING SHALL BE IN ACCORDANCE WITH AWS D.1.1. ALL WELDING ELECTRODES SHALL BE E70XX.
4. ALL STRUCTURAL STEEL, AND MISCELLANEOUS STEEL PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 UNLESS OTHERWISE NOTED.
5. ALL BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153, UNLESS OTHERWISE NOTED.

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NO.	DESCRIPTION	DATE	BY	NO.	DESCRIPTION	DATE	BY	DESIGNED BY F.O.	DRAWN BY A.P.	CHECKED BY S.M.	PROJECT ENGR F.O.	NEW YORK WATER TAXI HRP PIER 45, NEW YORK CITY N.Y.		SCALE NONE	REVISION	
												GENERAL NOTES		DATE 10/13/03	A	
A	ISSUED FOR REVIEW AND COMMENTS	10/13/03	FHO													



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PLAN
SCALE 1"=100'-0"

GENERAL BORING NOTES

1. BORING LOCATION PLAN, GEOLOGIC SECTIONS, GENERAL BORING NOTES, STRATA DESCRIPTION, GEOTECHNICAL REFERENCE STANDARDS AND LEGEND ASSUMED CORRECT AS COPIED FROM "COMPILED" OR AVAILABLE GEOTECHNICAL DATA, HUDSON RIVER PARK, PHASE 1, VOLUME 1 OF 2, DATED DECEMBER 18, 1997, AS PREPARED BY:
WASSER RUTLEDGE ENGINEERS
118 WEST 22ND STREET
NEW YORK, NY 10011
2. STRATIFICATIONS SHOWN ON GEOLOGIC SECTIONS ARE NECESSARY INTERPOLATIONS BETWEEN BORINGS AND MAY NOT REPRESENT ACTUAL SUBSURFACE CONDITIONS.

LEGEND

- ☛ DRY SAMPLE BORINGS MADE IN 1978 & 1980 BY WARREN GEORGE, INC. UNDER THE INSPECTION OF THE GENERAL SOILS ENGINEER (GSE), WPT SERIES MADE UNDER BORING CONTRACT NO. 2 (HY AND TF SERIES MADE UNDER BORING CONTRACT NO. 3, TT SERIES MADE UNDER CONTRACT NO. 4, (WESTVAN))
- ☛ UNDISTURBED SAMPLE BORINGS MADE IN 1979 & 1980 BY WARREN GEORGE, INC. UNDER THE INSPECTION OF THE G. S. E. WPT SERIES MADE UNDER BORING CONTRACT NO. 2, HY AND TF SERIES MADE UNDER BORING CONTRACT NO. 3, TT SERIES MADE UNDER BORING CONTRACT NO. 4, (WESTVAN)
- ☛ DRY SAMPLE BORING WITH PEZDOLLETTER MADE IN 1986 BY WARREN GEORGE, INC.



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SCALE ACCORDINGLY

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NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW AND COMMENTS	10/13/03	AW

NO.	DESCRIPTION	DATE	BY

DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT ENGR
F.D.	A.P.	S.M.	F.D.

NEW YORK WATER TAX
HWP PIER 45, NEW YORK CITY N.Y.

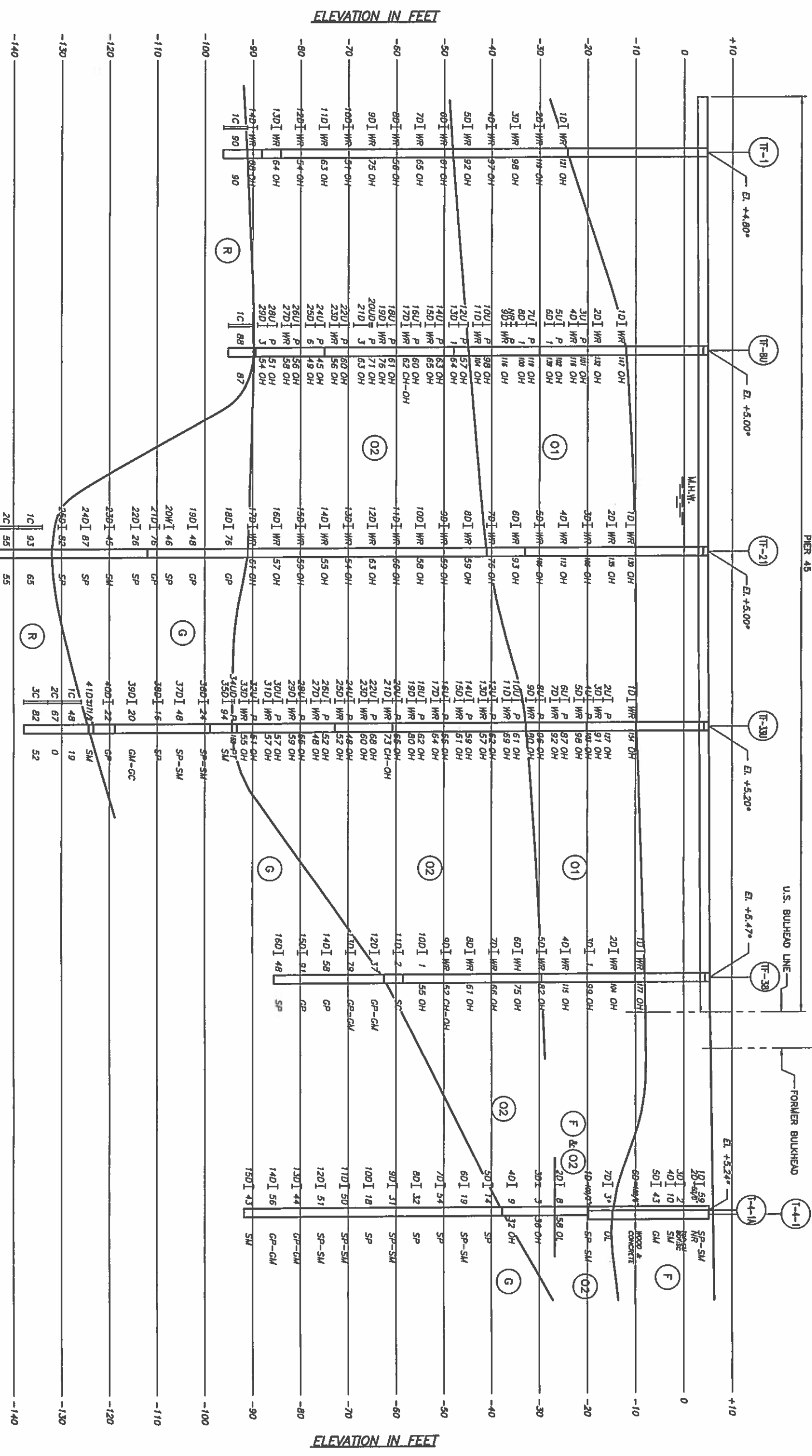
BORING LOCATION PLAN
DRAWING NO. C-1



PIER 45

U.S. BULKHEAD LINE

FORMER BULKHEAD



GENERAL STRATA DESCRIPTION

GEOLOGIC SECTION

NOTES

- F. - LOOSE GRAY & BLACK COARSE TO FINE SAND, SOME GRAVEL, TRACE OF WOOD, UNDESIGNATED MATERIALS & ORGANIC CLAY.
- G. - GLACIAL GRANULAR SOIL - COMPACT TO VERY COMPACT GRAY BROWN & RED BROWN MEDIUM TO FINE SAND, TRACE OF SILT, GRAVEL, & LOCAL OCCASIONAL COBBLES & Boulders; OCCASIONAL CLAYEY SILT LAYER.
- R. - BEDROCK - LIGHT GRAY TO GRAY, UNWEATHERED EXCLUDING JOINTS TO SLIGHTLY WEATHERED LOCAL CONCRETION TO MASSIVE, OCCASIONAL DECOMPOSED ROCK AT SURFACE.
- 01. - BLACK ORGANIC SILTY CLAY - SOFT BLACK ORGANIC SILTY CLAY, TRACE OF SHELLS, WOOD, COAL, ROOTS & VEGETATION.
- 02. - GRAY ORGANIC SILTY CLAY - UPPER PORTION OF STRATIGRAPHIC UNIT TO MEDIUM DARK GRAY & GRAY ORGANIC SILTY CLAY, TRACE TO SOLE THE SAND SEAMS & SANDS, TRACE OF SHELLS & LOCAL LOWER PORTION OF STRATIGRAPHIC UNIT TO SOFT GRAY ORGANIC SILTY CLAY, TRACE OF FINE SAND, VEGETATION & PLANT.

1. FOR SECTION LOCATIONS, SEE SHEET NO. C-1.
2. * VALUES AS SHOWN ON BORING LOGS REFERENCED IN "CORRELATION OF AVAILABLE GEOTECHNICAL DATA - HUDSON RIVER PARK - PHASE I, VOLUME II OF II" BY WALTER RUTLEDGE CONSULTING ENGINEERS.



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REVISIONS

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A	ISSUED FOR REVIEW AND COMMENTS						



DESIGNED BY	F.L.
DRAWN BY	A.P.
CHECKED BY	S.M.
PROJECT ENGR	F.L.

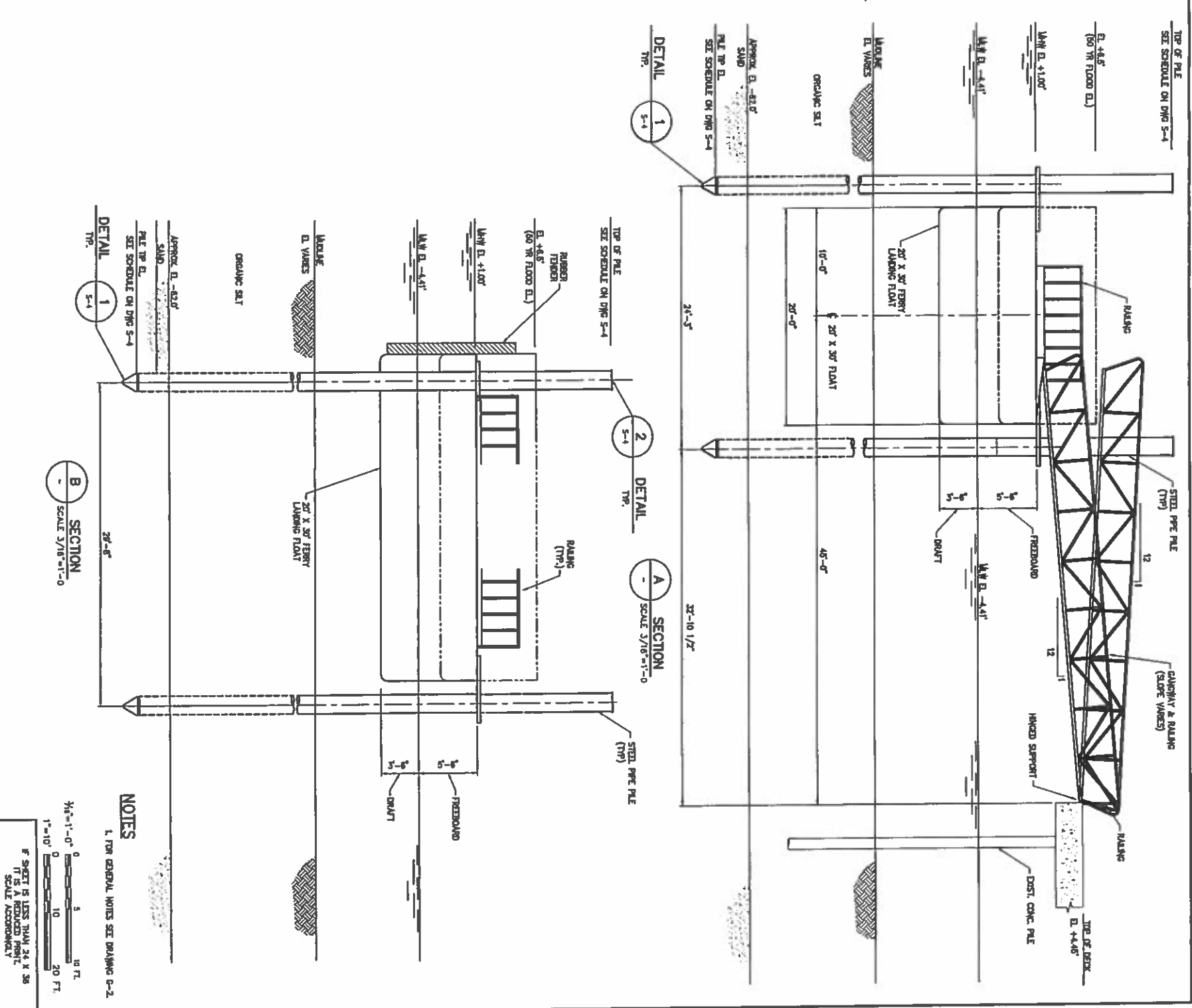
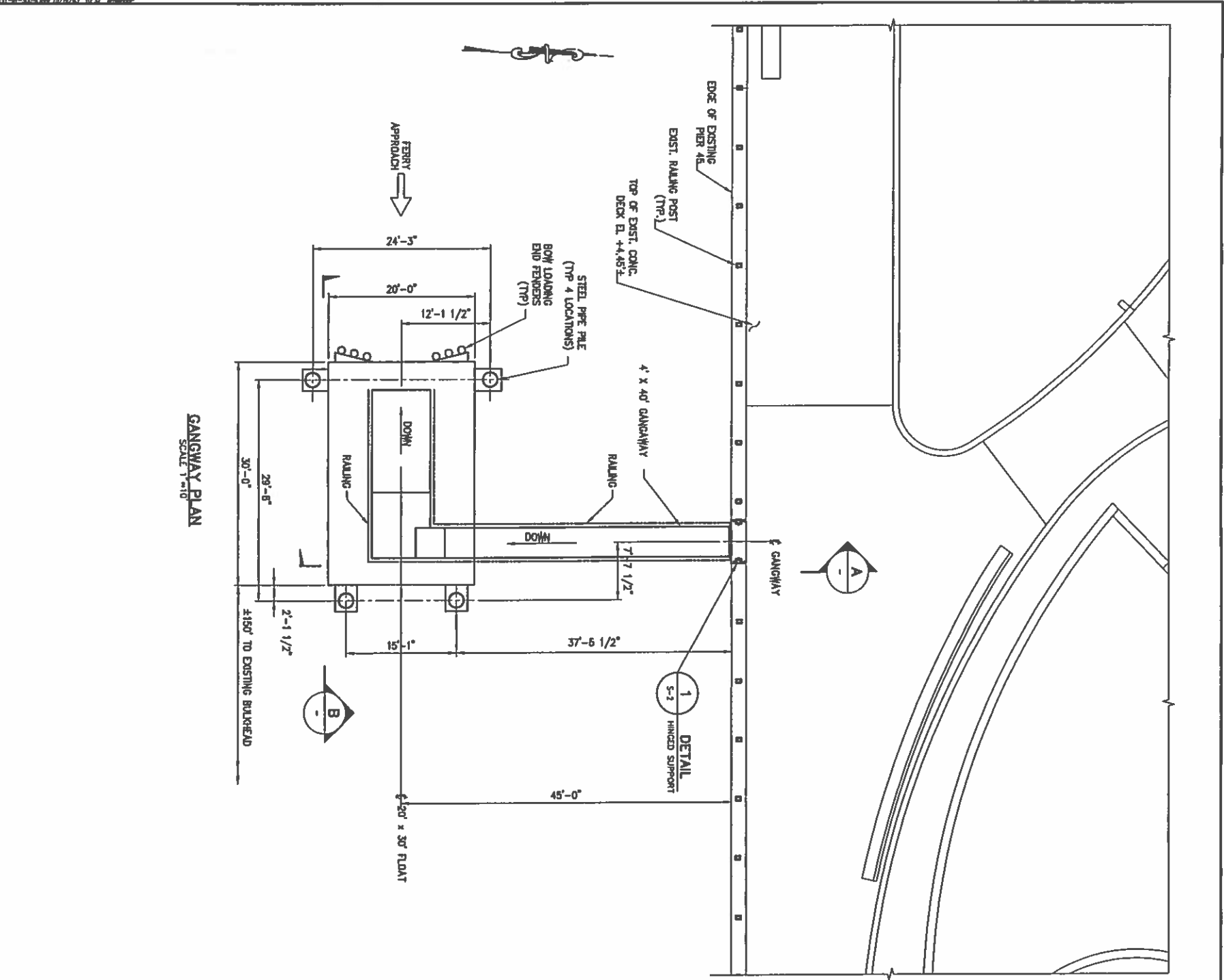
NEW YORK WATER TAX
HWP PIER 45, NEW YORK CITY N.Y.

BORING LOCATION PLAN
DRAWING NO. C-2

REVISIONS			
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A	ISSUED FOR REVIEW AND COMMENTS	9/1/13	PHO

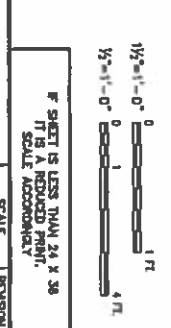
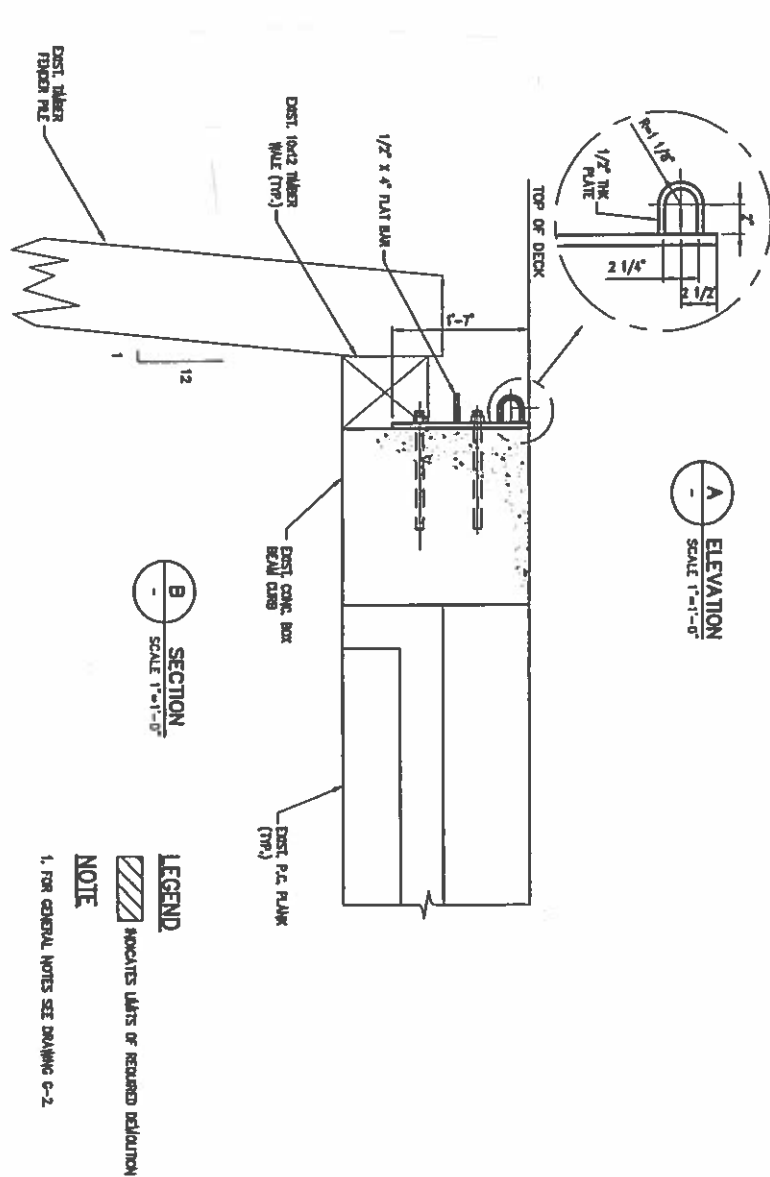
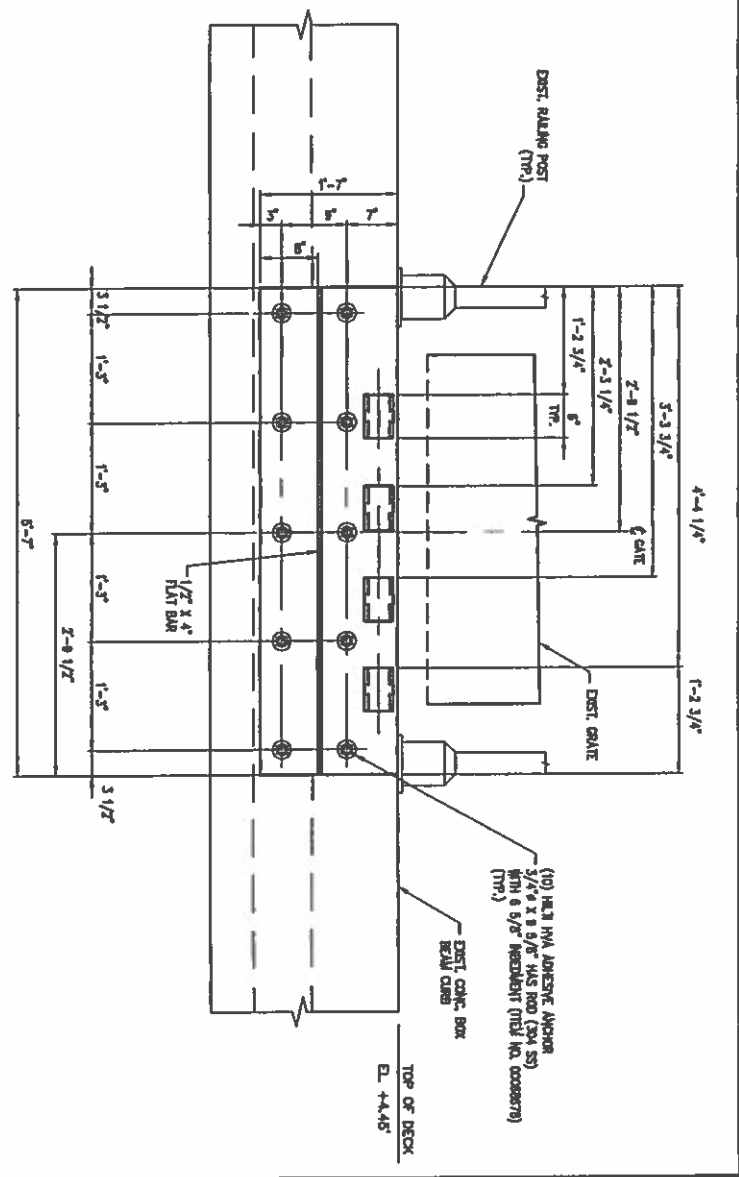
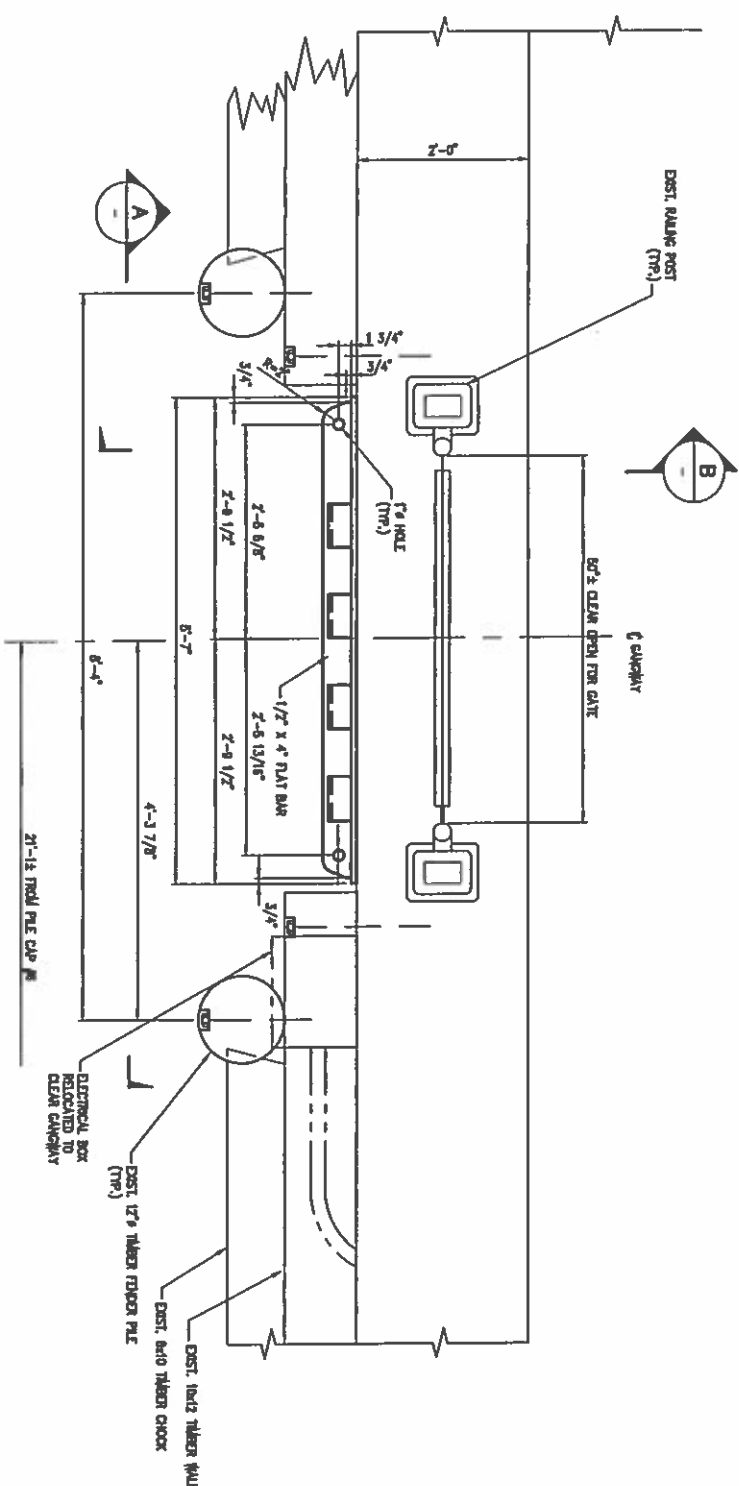
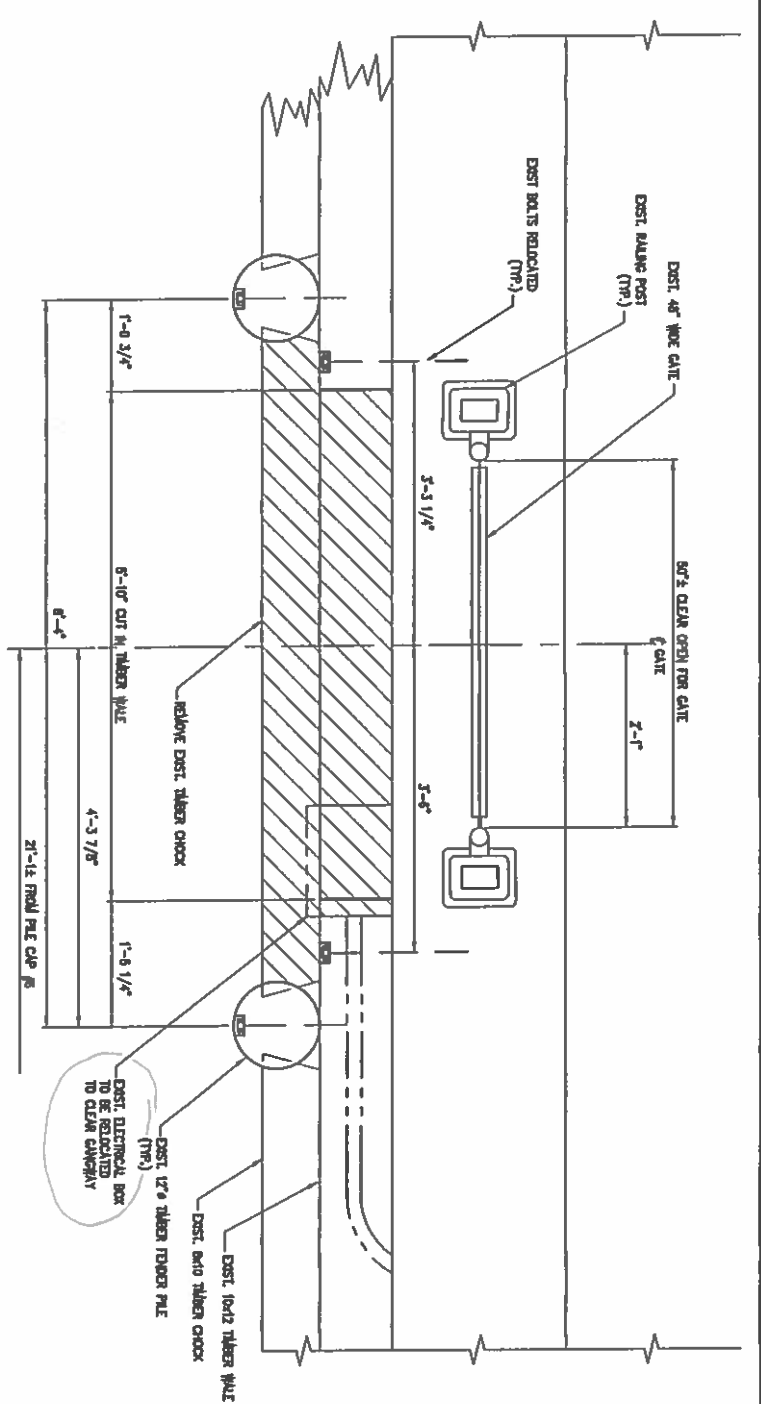
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DESIGNED BY F.D.	NEW YORK WATER T&U	SCALE	REVISION
DRAWN BY A.P.	H&P PER 45, NEW YORK CITY N.Y.	DATE	A
CHECKED BY S.N.		10/15/13	
PROJECT ENGR F.D.			
DRAWING NO.		S-1	



NOTES
 1. FOR GENERAL NOTES SEE DRAWING E-2
 2. SHEET IS LESS THAN 24 X 36 FT. IS A REDUCED PRINT. SCALE ACCORDINGLY.





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A	ISSUED FOR REVIEW AND COMMENTS	10/13/03	HP		

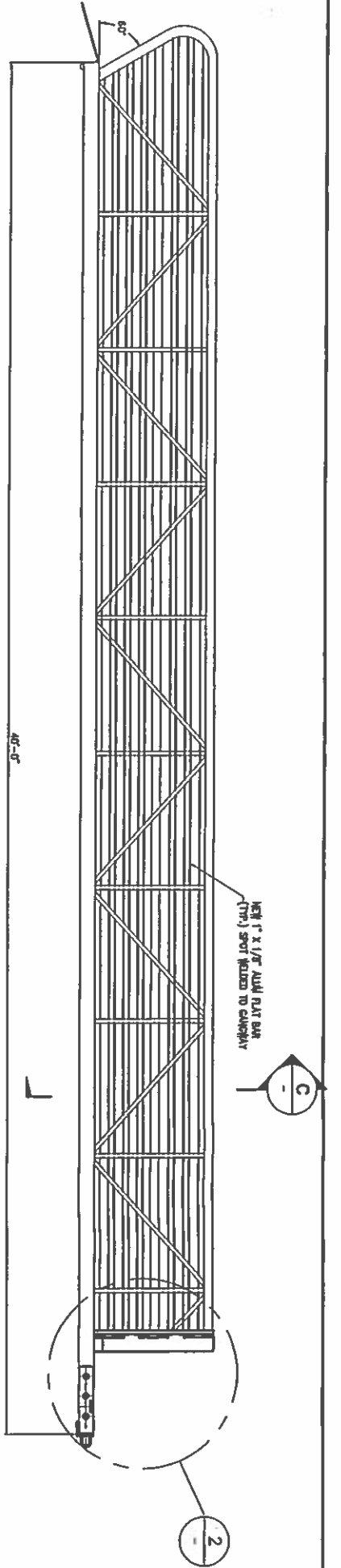
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PROJECT DRAW			

SCALE	AS NOTED	REVISION
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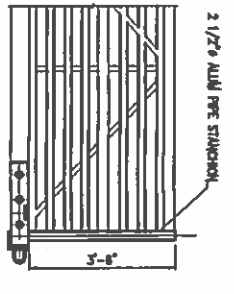
DATE: 10/13/03
DRAWING NO.: S-2



PIER GANGWAY BRACKET,
PLAN AND SECTIONS

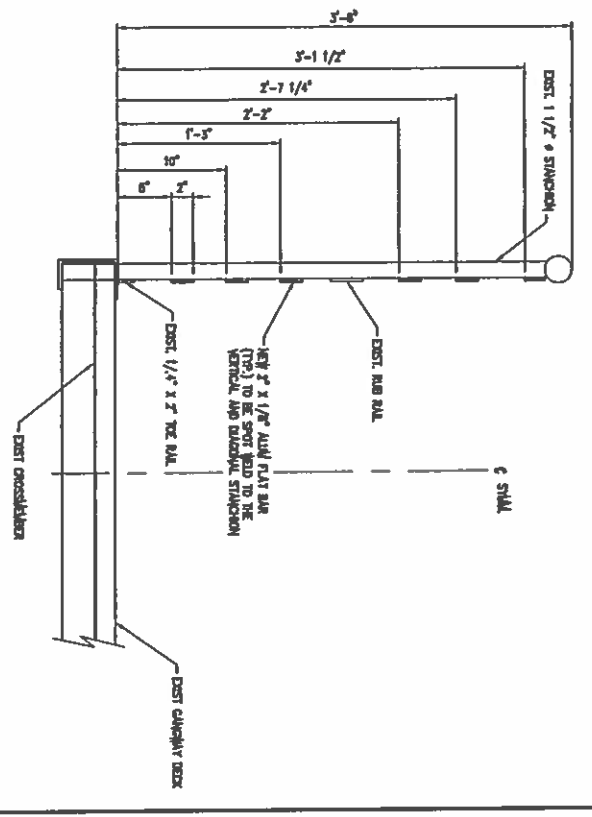


MODIFICATION TO GANGWAY
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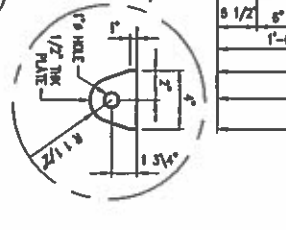


D SECTION
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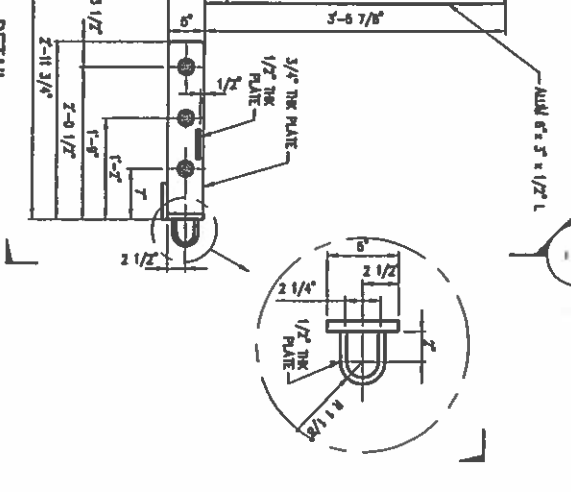
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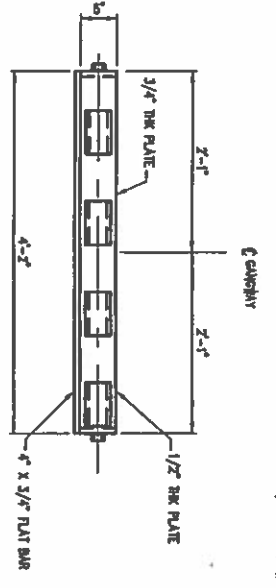
A PLAN
SCALE: 1"=1'-0"



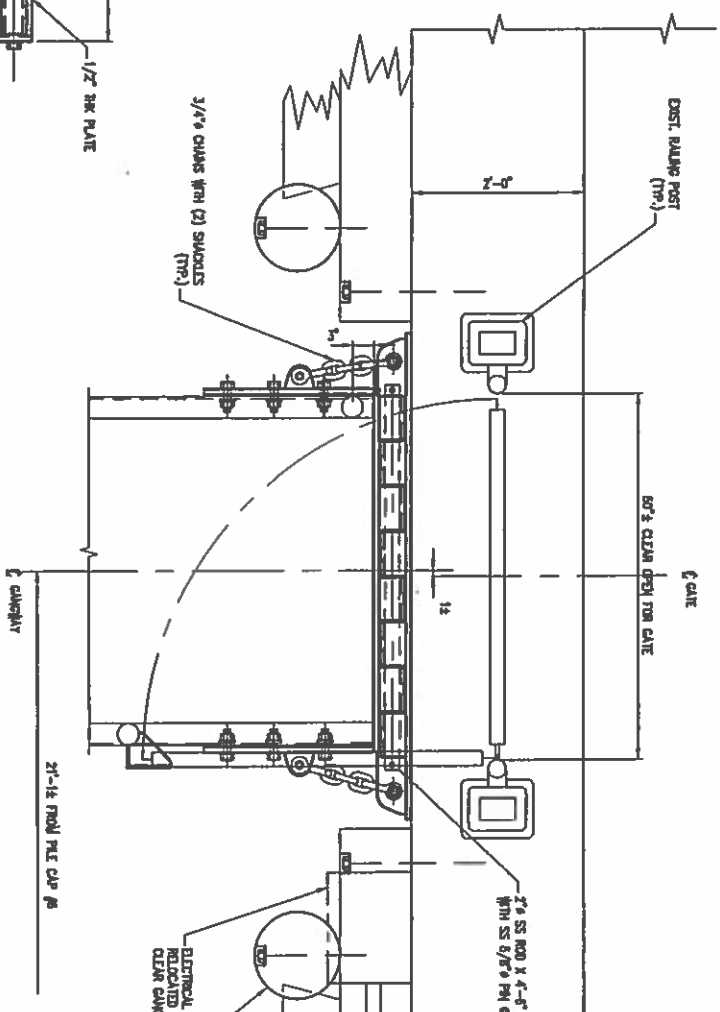
2 DETAIL
SCALE: 1"=1'-0"



B SECTION
SCALE: 1"=1'-0"



PLAN VIEW OF GANGWAY INSTALLATION
SCALE: 1"=1'-0"



LEGEND
 HATCHES LIGHTS OR REQUIRED DELAUNION
NOTE
 1. FOR GENERAL NOTES SEE DRAWING S-2



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REVISIONS			
NO.	DESCRIPTION	DATE	BY
A	ISSUED FOR REVIEW AND COMMENTS	10/13/05	FHD
2	DETAIL		

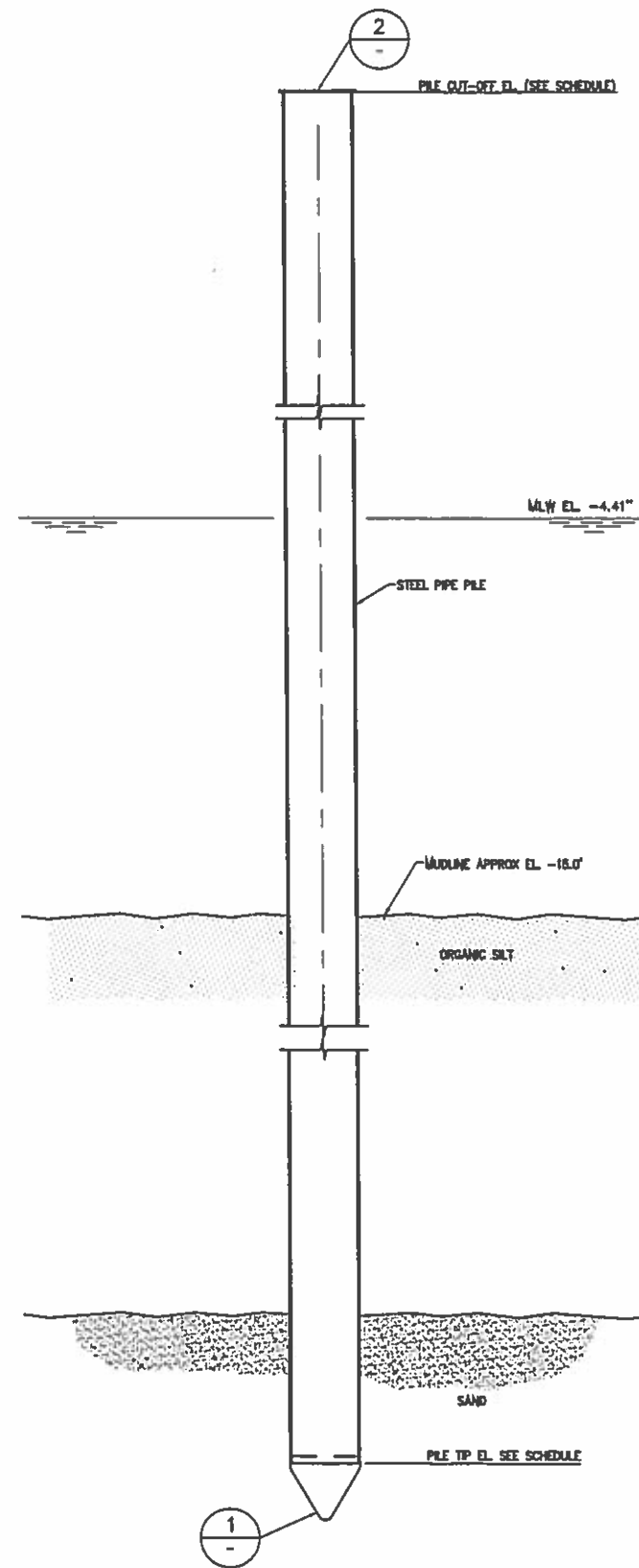
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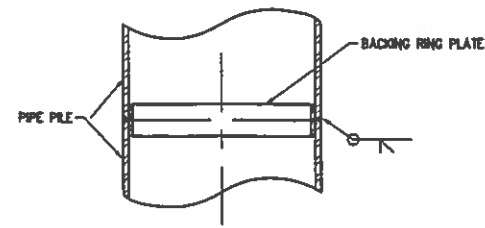
DESIGNED BY	F.D.
DRAWN BY	A.P.
CHECKED BY	S.M.
PROJECT ENGR	F.D.

NEW YORK WATER TARD
 HRP PIER 45, NEW YORK CITY N.Y.

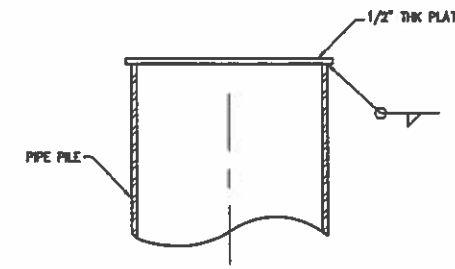
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DATE	10/23/05
DRAWING NO.	S-3



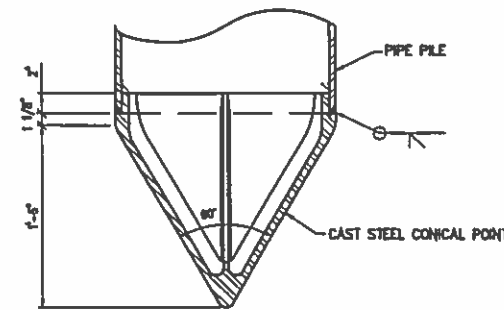
1
-
FLOAT PIPE PILE DETAIL
SCALE 1/2"=1'-0"



TYPICAL PILE SPLICE DETAIL
SCALE 1 1/2"=1'-0"



2
5-1
DETAIL-PILE CAP PLATE
SCALE 1 1/2"=1'-0"

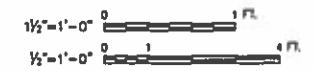


1
5-1
DETAIL-DRIVING POINT DETAIL
SCALE 1 1/2"=1'-0"

PIPE PILE SCHEDULE			
PILE TYPE	PILE WORKING LOAD (TONS)	PILE CUT-OFF ELEVATION (FT)	PILE TIP ELEVATION (FT)
VERTICAL COMPRESSION PILE	40	EL. +12.0'	-70.0'

NOTE

1. FOR GENERAL NOTES SEE DRAWING G-2.



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F.D.
DRAWN BY
A.P.
CHECKED BY
S.N.
PROJECT ENGR
F.D.

NEW YORK WATER TAX
HRP PIER 45, NEW YORK CITY N.Y.

SCALE AS NOTED
DATE 10/13/03
REVISION
A

PIPE PILE DETAILS AND SCHEDULE

DRAWING NO.

S-4