

REQUEST FOR PROPOSALS



Request for Proposals for Concession for the Pier 62 Carousel in Hudson River Park

RFP Release Date: February 7, 2025

Submission Deadline: March 10, 2025 at 4:00 pm

RFP# B1050

OVERVIEW

- Opportunity:** The Hudson River Park Trust (the “Trust”), a public benefit corporation of the State of New York, consisting of a partnership between the State and City of New York, is seeking proposals from qualified carousel operators and mobile food operators (“Respondents”) to manage and operate a high quality carousel concession (“Carousel Concession”) in the Chelsea section of Hudson River Park (the “Park”). The Trust is looking for innovative proposals from Respondents who can demonstrate substantial experience in the operation of a carousel and provide quality food, beverage, and snack options by operating up to two (2) mobile concession unit that enhances the Park visitor experience, engage both neighborhood residents and tourists alike, and generate income to the Trust.
- Premises:** Western end of Pier 62 within Hudson River Park, including a thirty-six foot carousel (the “Carousel Building”), and 440 square feet of outdoor space immediately east of the building (the “Seating Area”), and up to two (2) locations on Pier 62 designated for the operation of two (2) mobile concession units (the “MCU”), (together, the “Premises”), offered in “as-is” condition (see annexed Exhibit A).
- Permitted Use:** Carousel concession and up to two (2) mobile concession unit.
- Term:** Three-years initial term ending October 31, 2027, with two (2) additional one-year renewal options.
- Concession Fee:** Fixed monthly fee plus a percentage of gross receipts.
- Security Deposit:** Two (2) months of fixed monthly fee
- Submission Deadline:** March 10, 2025 at 4:00 pm

I. THE OPPORTUNITY

The Hudson River Park Trust seeks submissions to this request for proposals (“RFP”) from experienced and innovative Respondents to plan, staff, and operate the carousel (the “**Carousel Concession**”) located at the western end of Pier 62 of Hudson River Park. Respondents’ offerings may include single ride tickets for the carousel, multiple ride tickets for the carousel, private parties for children, and the sale of snacks and non-alcoholic beverages through two mobile concession units at specified location on Pier 62. The Carousel Building (defined in Exhibit A-1) must be open to the public while it is in operation and may not be used exclusively for private party client.

II. PREMISES

The area designated for the Carousel Concession is at the western end of Pier 62 and includes a thirty-six foot carousel (the “Carousel Building”), 440 square feet of outdoor space immediately east of the building (the “Seating Area”) and one (1) location on Pier 62 designated for the operation of up to two (2) mobile concession units (the “MCU”) (together known as the “Premises”) (see annexed Exhibit A).

The Carousel Concession is situated in a major civic space prominently located between the Chelsea Piers and Pier 66 Maritime (a.k.a. The Frying Pan), two of New York City’s popular and heavily visited attractions.

The site is easily accessible via the nearby 23rd Street subway station (C and E subway lines), and paid public parking is available at Chelsea Piers.

Nearby attractions includes:

- Chelsea Cove Entry Garden (Pier 62)
- Chelsea Skate Park (Pier 62)
- Pier 63 Lawn
- The High Line
- Chelsea Piers Multi-Sport Complex
- Pier 57 Rooftop Park and Market
- Chelsea Market
- Chelsea Waterside Park
- Pier 66 Boathouse operated by Hudson River Community Sailing
- Little Island

The signature thirty-six foot carousel has been created using thirty-three (33) hand-carved wood figures of Hudson River animals and one (1) chariot, allowing for up to thirty-six (36) passengers per ride (see Exhibit A-3 for photographs of the Carousel Building). The structure opens out to a sprawling lawn and tree-lined pathways which provide ample shade. The Carousel Building is lit from below by LED lights and is capped by a green roof. The Carousel Building does not currently have a speaker system. The concessionaire would be responsible for providing their own speaker system. The Carousel Building stands at the core of a concentric arrangement of protective fencing, structural supports, roll-down enclosure panels and a projecting roof overhang, allowing the Carousel Building to be operated year-round if desired. Aside from lighting on the Carousel Building itself, there is ambient lighting in the surrounding park areas.

The Concessionaire may operate two (2) MCU for the sale of snacks and non-alcoholic beverages on Piers 62 within the area designated in Exhibit A-2. The MCU is to be a pushcart, which is manually propelled cart or barrow, only for the sale of pre-packaged foods or foods which require limited preparation. The MCU cannot be more than 6.5 feet long and 3.5 feet wide including all handles, extensions, and protuberances. If the MCU is designed so that the operator stands within the MCU, the width of the MCU, including its wheels, axles, and other appurtenances may not exceed 4.5 feet. Respondent's proposed design and aesthetics of the MCUs will be subject to the Trust's written approval.

The Trust will provide six (6) four-seat carousel tables ("Carousel Tables"). The Carousel Tables will be provided to the Concessionaire in an "as is" condition.

The Concessionaire will be required to pay a flat fee utility charge in connection (see Section III, 5. "Utilities" below) with the operation of the Carousel Concession.

The Concessionaire will be responsible for providing all equipment necessary for the successful operation of the Carousel including, but not limited to, additional furniture, MCUs with food and non-alcoholic beverages for sale, signage, computer(s) (i.e., point of sale system), etc. At the expiration of the Concession Agreement term, all fixed equipment, if any, becomes the property of the Trust upon installation, at the Trust's option. Should the Trust choose not to exercise this option, it will be the responsibility of the Concessionaire to remove such fixed equipment and return the Premises in a condition as good as, or better than, when Concessionaire first occupied the Premises.

RFP responses should describe all intended capital work or proposed improvements, if any, and provide detailed drawings, cost estimates and a timetable for such work in the proposal submission.

III. OPERATIONS AND MAINTENANCE

1. EQUIPMENT

The Concessionaire will be responsible to purchase, supply, or otherwise obtain all equipment for the operation of this Carousel Concession and MCUs at the Concessionaire's sole cost and expense.

The Concessionaire shall operate and occupy the Carousel Concession in accordance with all applicable laws and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Carousel Concession in accordance with applicable law, including necessary New York City Department of Buildings Certificate of Competency Amusement Rides, Department of Health ("DOH") Mobile Food Vending Unit Permit, etc. Concessionaire shall at all times operate the Carousel Concession in accordance with the provisions of any required licenses or permits. The Concessionaire will also be required to obtain all necessary approvals from any other agencies having jurisdiction.

All equipment and furnishing must have rubber bottoms, or other padding, to prevent marking and staining of the pavement and/or wood decking. Additionally, all metal equipment and furnishings set on the ground within the Premises must not produce any rust.

2. MENU AND OFFERINGS

Concessionaire shall prominently display a price list of offerings at the Carousel Building including, but not limited to, single-ride or multiple rides on the carousel, etc. Also, a menu with price list shall be displayed on the MCU for food and non-alcoholic beverages. All food and non-alcoholic beverages for sale, as well as prices, are subject to approval by the Trust, not to be unreasonably denied.

The Trust will look favorably upon Respondents who are able to offer food service throughout the day as well as a variety of food options including healthy choices.

3. HUDSON RIVER PARK GREEN INITIATIVE

Concessionaire shall employ environmentally friendly practices including but not limited to: (i) prohibiting the use of polystyrene packaging or food containers and minimizing the use of disposable plastic items including not selling, serving or distributing single-use plastic water or soft drink bottles, plastic straws, and plastic cups, (ii) maximizing the use of recycled paper items, (iii) prohibiting the use of balloons, (iv) implementing, as deemed practical and commercially reasonable by Concessionaire, additional environmental friendly industry standards and practices including those commercially reasonable standards and practices which are recommended by the Trust.

Concessionaire shall partner and subscribe to the Hudson River Park Trust Green Partnership Agreement and be a steward of the Park's Green Initiative, as described in more detail and in form shown in Exhibit B.

4. RESTROOMS

The nearest restrooms to the Premises are located at Chelsea Piers for use by both the public and the Carousel Concession's staff and clientele.

5. UTILITIES

The Concessionaire shall pay the Trust a flat fee of \$40 per month during the term of the permit. Following an annual review to discuss utility consumption with the goal of conserving energy, if the annual utility costs prove to be significantly higher or lower than anticipated, the Trust reserves the right in its sole discretion to make an adjustment, with reasonable advance notice provided to the Concessionaire.

- A. Electrical Power: The Premises are provided with one (1) 200-amp panel with 120/208V, 3-phase within the Carousel Building. All electrical services installed at the Premises shall not be modified or otherwise altered without specific written authorization from the Trust. Modification of the existing electrical system and utility usage fees will be at the sole cost and expense of the Concessionaire.

B. Lighting: Outdoor overhead lighting exists outside of the Premises. All additional lighting plans must be approved by the Trust in writing. The installation of the additional lighting must be performed by a qualified and licensed electrical contractor with the Trust's prior written approval.

C. Mechanical: Heat: None; HVAC: None.

D. Plumbing: Water Services: None; Sanitary Service: None; Gas Service: None.

E. Fire Protection: Sprinkler: None.

F. Phone & Internet: None.

6. HOURS OF OPERATIONS

The Carousel Concession is required to be open, at a minimum, from May 1 – October 31 each year. The Concessionaire may choose to shut down operations during the off-peak season (November 1 – April 30). Hours of operation must be submitted in writing and will be subject to prior written approval by the Trust. The Carousel Concession may only operate at the Premises while the Park is open--from 6:00 AM to 1:00 AM daily. The Concessionaire's employees and its clientele must be out of the Park by no later than 1:00 AM. (The Park is closed between 1:00 AM and 6:00 AM daily.) Any changes to the operating schedule must be approved by the Trust in writing.

7. SPECIAL EVENTS

Throughout the Term, Concessionaire must cooperate with the Trust if asked to close or limit business hours for emergencies, special events or any other unanticipated eventualities and to accommodate construction activity by the Trust and its contractors.

The Trust holds periodic events at the Pier 62/63 area including, but not limited to:

- Hudson RiverFlicks, a free film series
- Hudson River Dance Festival, a free dance series
- Occasional private events

While these events may temporarily reroute access to the concession, in most instances the Carousel Concession will be able to remain open.

8. PARKING AND SERVICE ACCESS

There are no provisions for parking or service access in the Park for either the Concessionaire or its clientele. Deliveries should be made to the layby lane adjacent to 12th Avenue between 22nd and 23rd Streets, and hand trucked to the Premises. Deliveries should be scheduled for early in the morning between 6:00 AM and 8:30 AM, and garbage should be removed by the Concessionaire, or Concessionaire's private carting contractor, on a nightly basis. Vehicles will

not be allowed in the Park and temporary parking permits will be issued by the Trust only as needed. The Trust will specify an approved access route for deliveries to the Concessionaire.

9. MAINTENANCE AND REPAIR

Concessionaire is fully responsible for the cost of maintaining the Premises in good condition, and for repairing mechanical, electrical and plumbing systems and/or improvements within the Premises as needed. The Concessionaire is responsible for cleaning all graffiti within the Premises. Concessionaire would be responsible for winterizing the carousel prior to the off season.

See Exhibit F for details on Maintenance and Operations Requirements

IV. CONCESSION AGREEMENT FEES AND INTERNAL CONTROLS

The fixed monthly fee offer should be expressed as a guaranteed base fee for the operation of the Carousel Concession per year (“**Base Concession Fee**”). Further, the Concession Agreement fee offer should also include a percentage of annual gross receipts excluding sales and use taxes (the “**Percentage Concession Fee**”) that may be expressed as in excess of a stated annual threshold or from the first dollar generated by the Concessionaire at the Premises from all sources including but not limited to: (i) sales of products or services sold at or from the Premises, and (ii) all ancillary business income generated from the Premises. The completed Fee Schedule contained at Exhibit C shall be completed by Respondent as part of the submission in response to this RFP.

Throughout the Term of the Concession Agreement, the Concessionaire will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenue, in a form and manner acceptable to the Trust. This revenue control system for the concession must maintain detailed sales information from each sales transaction. Specifically, sales information for the Carousel Concession must be recorded electronically, via a point-of-sale system (e.g., Micros, NCR, etc.) with a *minimum* of 4G wireless Internet service, with details on, but not limited to, each sales transaction, the item(s)/service(s) sold, time, date of sale and price of the item sold (“POS System”). The Concessionaire must also establish a dedicated bank account for deposits of the concession-generated revenue. All accounting and internal control related records shall be maintained for a minimum of six (6) years from the date of creation of the record.

1. MONTHLY STATEMENTS OF GROSS RECEIPTS

The Concessionaire will be required to submit a monthly statement of gross receipts from all categories of income in a format approved in writing by the Trust by no later than the fifteenth (15th) of the subsequent Concession Agreement month. The Base Concession Fee and Percentage Concession Fee will be payable monthly with an annual “true up” at the time of submission of the annual statement of gross receipts.

2. ANNUAL STATEMENT OF GROSS RECEIPTS

Within sixty (60) days of the end of each operating year, the Concessionaire will be required to submit an annual statement of gross receipts from all categories of income in a format approved in writing by the Trust. In addition, the Concessionaire must have available, at the request of the Trust, a detailed income and expense statement for the past year's operation.

The Concessionaire will be required to pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any Federal, State, or City sales taxes, which are paid by the Concessionaire.

V. INSURANCE

The Concessionaire must adhere to the Trust's insurance requirements provided in Exhibit E.

VI. SECURITY DEPOSIT

Concessionaire will be required to submit a security deposit equal to at least two months of the Base Concession Fee, which will be required for the duration of the Term.

The Trust will hold the security deposit to ensure Concessionaire's compliance with, and the full and timely performance of, all terms and conditions of the Concession Agreement. The Trust shall be entitled to retain any part of the security deposit as may be necessary to satisfy a default(s) by Concessionaire and any expenses arising therefrom. If Concessionaire complies with the terms of the Agreement, the Trust shall return the security deposit to Concessionaire at the expiration or sooner termination of the Concession Agreement.

VII. TERM

The term of the Concession Agreement to be issued to the Concessionaire shall initially be for three (3) years, with two (2) one-year renewals (the "Term"). Concessionaire's exercise of the Renewal Option shall be approved at the sole and absolute discretion of the Trust.

The Carousel Concession will be operated pursuant to a Concession Agreement; no leasehold or other property right is offered.

VIII. PROPOSALS / SUBMISSION REQUIREMENTS

All proposals must be submitted in a sealed envelope addressed to Alex Kritzer, Hudson River Park Trust, Pier 40, 353 West Street, Suite 201, New York, NY 10014 by no later than **March 10, 2025 at 4:00 p.m.** Proposals received after the above date and time may not be considered. The Trust may, in its sole discretion, elect to waive or insist on strict compliance with the submission requirements.

The Trust will also offer an optional walk-through of the Premises on **February 14, 2025 at 11:30am**. Interested Respondents should meet by the existing carousel at Pier 62 for the walk-through. Please email 2025CarouselRFP@hrpt.ny.gov if you intend on going on the walk-through.

Proposals shall include each of the following. Please make reference to each content requirement number (i.e. 1. through 10.) when submitting the RFP response.

1. Respondent's name, address, phone number, and email of the primary contact for the proposal.
2. Fee Proposal using the form provided at Exhibit C.
3. Detailed description of the overall concept and vision along with a detailed operation plan including (1) date for start of operations and hours of operation (clearly stating minimum guaranteed operating hours), (2) services to be provided, (3) marketing plan, (4) staffing plans, (5) safety and security plans, (6) maintenance, rubbish removal, and cleaning schedules, and (6) delivery, provisioning, and storage of supplies.
4. If applicable, detailed description of improvements to be made to site including any utility improvements, structures, equipment, furniture, fixtures. A budget, timeline, drawings, and list of required permits for these improvements should be included.
5. A sample menu of offerings including prices.
6. Statement of qualifications, including but not limited to the number of years of experience operating a carousel business and a description of the locations and types of carousel/facilities Respondent has operated.
7. Complete copies of all relevant permits, licenses, operating certificates and any other documents (i.e., NYC DOB Certificate of Competency – Amusement Rides, DOH Mobile Food Vending Unit Permit, etc.) that provide or otherwise evidence the Respondent's authorization to conduct a carousel operation in the City of New York.
8. Submission of the New York State required forms attached in Exhibit D, which are also available in fillable form on the Trust's website at <https://hudsonriverpark.org/about-us/work-with-us/bids-and-business-opportunities/>.
9. Financial statements and, if financial statements are not audited, not less than two years of business or personal federal income tax returns indicating that the Respondent is in solid financial health and has the ability to manage and operate a business.
10. Names, addresses and telephone numbers of three (3) business references.

Submission Deadline: March 10, 2025 at 4:00 PM by hand, express mail, other nationally known overnight courier and/or via email to 2025CarouselRFP@hrpt.ny.gov:

If a hard copy is being submitted in addition to a digital submission, then the proposal should be submitted in a sealed envelope labeled: **“2025 Proposal for Pier 62 Carousel in Hudson River Park, RFP# B1050”**, to Hudson River Park Trust, Pier 40 353 West Street, Suite 201 New York, NY 10014 Attn: Alex Kritzer, Property Manager.

The Trust reserves the right to hold Respondent to the most favorable proposal in the event of discrepancies between the print and electronic versions of the proposal.

Please mark each copy of the submittal with “2025 Pier 62 Carousel Concession”. Please place all submittals in a sealed envelope or other container. Mark the sealed envelope or container with:

- 1) “2025 Pier 62 Carousel Concession”
- 2) Name of the Respondent
- 3) RFP #B1050
- 4) Date of Submission

If you have a physical disability and cannot deliver your application to Pier 40, please contact Alex Kritzer at 917-661-6841 or email 2025CarouselRFP@hrpt.ny.gov at least 48 hours prior to the deadline and special arrangements will be made for you.

All questions regarding this solicitation should be submitted by not later than **February 21, 2025** and directed solely to Alex Kritzer, the Trust’s designated contact person, at 2025CarouselRFP@hrpt.ny.gov. **Do not telephone.** Do not contact other Trust staff or the Trust’s Board members.

Pre-Proposal Meeting/Site Visit: **February 14, 2025, at 11:30am** at Pier 62 Carousel. Please email 2025CarouselRFP@hrpt.ny.gov to RSVP by **February 12, 2025**.

Answers to questions (without identifying the name of the inquiring party), and any technical addenda issued in connection to this RFP, will be posted on the Trust’s web site at <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> and available to all. Such postings will be deemed incorporated into this RFP.

Respondents are solely responsible for monitoring the RFP website for all such postings.

IX. EVALUATION CRITERIA AND PROCESS

Proposals will be evaluated in accordance with the following criteria.

- 30%** Quality of the proposed operation, the proposed operating schedule and the ability to commence Carousel Concession by May 1, 2025.
- 25%** Respondent's ability to successfully and safely operate and maintain the facilities throughout the duration of the Term, including functioning as a quality use within the park and broader neighborhood.
- 25%** Proposed Fee Schedule, along with ability to make all proposed payments based upon soundness of business concept and financial strength of respondent and/or co-signer/guarantor(s).
- 20%** Respondent's prior experience, reputation, organizational and business capability.

The Trust shall select that responsible and responsive Respondent whose proposal is determined by the Trust to be in the best interest of the Trust and to provide the greatest overall benefit and best value to the Trust on the basis of the criteria listed. The Trust expressly reserves the right to negotiate with the selected Respondent prior to an award of any Concession Agreement pursuant to this RFP.

All Respondents should carefully review the requirements of this RFP, including all attachments and any addenda that may be issued. To be favorably considered, proposals must meet the criteria outlined in this RFP. Preference will be given to proposals that best satisfy all of the above mentioned criteria.

EXHIBIT A
THE PREMISES



Location within Hudson River Park

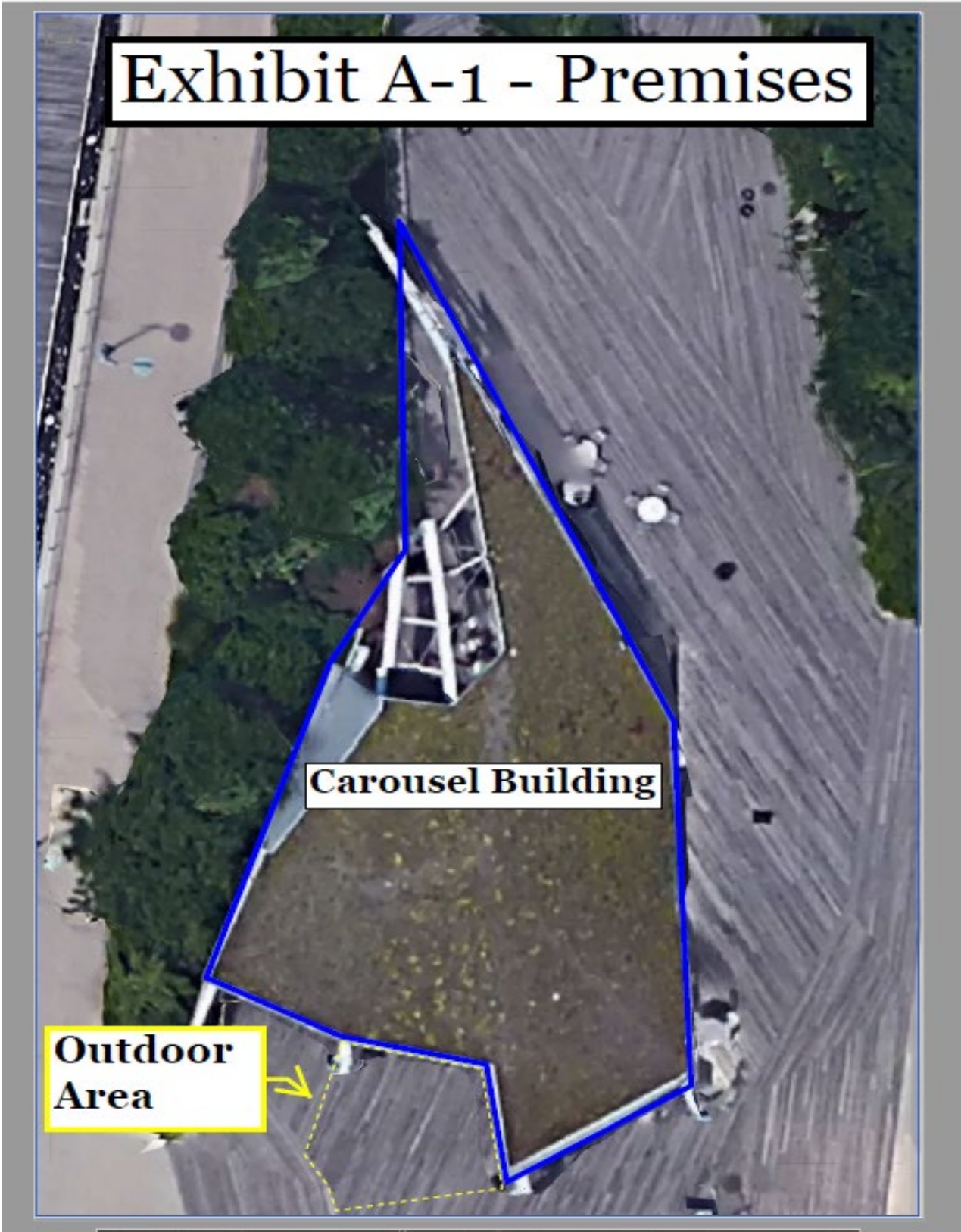


EXHIBIT A2: DIAGRAM OF THE MCU AREAS



EXHIBIT A-3: PHOTOS



Above, Carousel Building and Outdoor Area and below, detail of the Carousel.



EXHIBIT B

Hudson River Park Trust Green Partnership Agreement

This Green Partnership Agreement (“**Agreement**”) is made by and between The Hudson River Park Trust (the “**Trust**”) having an office a Pier 40, 353 West Street, 2nd Floor, New York, NY 10014 and XX having an address of XX (“**Concessionaire**” and together with the Trust, the “**Parties**”) and is dated as of XX.

WHEREAS, State Legislation designated the 400 acres of in-water area within the Hudson River Park an Estuarine Sanctuary. These protected waters are a vital ecological resource for the millions of visitors and patrons of the Park each year; and

WHEREAS, the Trust is a leader in environmental stewardship and through its Green Initiative, encourages occupants of the Park to join its stewardship efforts; and

WHEREAS, Concessionaire desires to partner with Trust and become an environmental steward promoting green practices in its daily operations within the Park and to patrons served;

NOW, THEREFORE, the Parties agree to advance the efforts of the Hudson River Park’s Green Initiative by not using single use plastics, use of green products and advancing public education as set forth below.

1. Concessionaire shall:

- A. Not distribute and sell single use plastic bottle(s), straw(s), and stirrer(s).
- B. Use green products within Hudson River Park. Suggested products include, but are not limited to:
 - Paper Straws
 - Paper cups
 - Paper Plates
 - Paper Bags
 - Paperboard Food Containers
 - Boxed water
 - Glassware
 - Recyclable Glass
 - Metal Straws
 - Biodegradable Trash Liners
 - Biodegradable Cutlery
- C. Reduce the use of plastic packaging.
- D. Use commercially reasonable efforts to use biodegradable products.

2. Concessionaire will partner with the Trust in advocating and educating the public on Hudson River Park's Green Initiative through signage, displays, and other partnering opportunities as brought forth by the Trust.
3. Concessionaire will in good faith participate in a plastic audit as conducted by the Trust or its consultant in calendar year 2020. By January 30th of every succeeding calendar year Concessionaire will report to the Trust for the preceding calendar year its reduction in the use of single use plastic in a format as provided by the Trust.
4. Concessionaire agrees that the Trust will update this agreement from time to time as plastic reduction initiatives become more defined in practice.

**GRANTOR:
HUDSON RIVER PARK TRUST**

By: _____
Name: _____
Title: _____

CONCESSIONAIRE:

By: _____
Name: _____
Title: _____

EXHIBIT C

FEE SCHEDULE

BASE CONCESSION FEE

Concession Year 1	Concession Year 2	Concession Year 3	Year 4 (Renewal 1)	Year 5 (Renewal 2)

PERCENTAGE CONCESSION FEE

	Year 1	Year 2	Year 3	Year 4 (Renewal 1)	Year 5 (Renewal 2)
Applicable Percentage					
Applicable Threshold					

EXHIBIT D

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

2. **Non-Collusion Certification Form**
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

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

Exhibit E

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, 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) 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.

Exhibit F
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 is the sole responsibility of the Permittee. The Permittee is responsible to keep secure any doors or accessways to the Premises not intended or designated for public access / patron access.

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 to the Premises.

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.
5. Vehicle Movement: Service vehicles will not be allowed to park.

6. Restrooms: Public restrooms are available in the park. Permittee's employees and customers will have non-exclusive use of the public restrooms.
7. Signage: 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.
8. Garbage and Cleaning: Permittee is responsible for keeping the Premises 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.

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. Under no scenario should garbage or debris be left on the ground.

9. 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, accidents, etc.
10. Maintenance: All Premises have been constructed entirely with public funds, and the Trust is therefore obligated to ensure that the building structure and surrounding area remain in good condition.

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 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 changing accessible light bulbs, keeping critical infrastructure free and clear, minimizing clutter and keeping areas clean.

11. Utilities: Permittee must pay for all costs of utilities, including charges electricity consumed and used in, or with respect to, the Premises as well as any necessary computer connections. The Trust makes no representations regarding the availability, adequacy, or condition of existing lines of service.
12. 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.
13. 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.

14. 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.
15. 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>.