

**CITY OF WATERVLIIET
STATE OF NEW YORK**

CHARLES V. PATRICELLI
MAYOR

JOSEPH LACIVITA
GENERAL MANAGER

BARBARA A. DIAMOND
COUNCILWOMAN

CHRISTOPHER DAUS
COUNCILMAN



**REQUEST FOR PROPOSALS
RESTAURANT GROUND LEASE OPPORTUNITY**

**HUDSON SHORES PARK
WATERVLIIET, NY**

Release Date: June 22, 2023

Submittal Deadline: 2:00pm, August 24, 2023

Questions: HudsonShoresPark@verityeng.com

HSP Restaurant Lease**SCHEDULE**

All times are Eastern Standard Time

<u>ACTIVITY</u>	<u>DATE / TIME / LOCATION</u>
Request for Proposal Release Date:	Thursday, June 22, 2023
Informational Conference and Site Visit:	Thursday, July 13, 2023, 9:00 a.m. Hudson Shores Park 2 Selke Drive Watervliet, NY 12189
Deadline for submission of questions or requests for clarification:	Thursday, August 3, 2023 5:00 p.m.
Last Addendum / Response to Questions Released	Thursday, August 10, 2023 5:00pm
Submittal Deadline	Thursday, August 24, 2023 2:00 p.m.
Estimated Potential Interview date:	Thursday, September 07, 2023
Estimated City Council Meeting for Award:	Thursday, September 21, 2023 6:00 p.m.
Estimated Final Lease Approval by City Council:	Friday, November 16, 2024

This schedule is subject to change at the sole discretion of the Advisory Panel and City Council.

Table of Contents

Table of Contents

I. THE OPPORTUNITY 4

II. HUDSON PARK OVERVIEW 4

III. THE RESTAURANT SITE 5

IV. SUMMARY OF KEY LEASE TERMS 5

V. PROPOSAL QUESTIONS..... 8

VI. SUBMISSION REQUIREMENTS 8

VII. EVALUATION AND AWARD PROCESS 11

VIII. OTHER TERMS AND CONDITIONS 12

IX. PROJECT APPROVALS 15

I. THE OPPORTUNITY

The City of Watervliet ("City") is issuing a Formal Request for Proposal ("RFP") for a unique waterfront restaurant development and operation ground lease opportunity for qualified respondents. The restaurant site is located along the central waterfront of Hudson Shores Park and will be integrated into the redeveloped park setting further activating the space. The Park was once home to the Rusty Anchor, a popular floating restaurant and bar that was damaged in January 2019 during inclement weather and ultimately shuttered.

The new land-based restaurant site is anticipated to feature an approximate 3,300 square foot (gross floor area) pier-elevated building pad incorporating an outside deck overlooking the Hudson River and Hudson Shores Park. Municipal water and sewer connections, natural gas service, electrical service, and telecom/internet service are all available within close proximity to the proposed restaurant site. Lighting already exists for the parking available on site. A license for the exclusive use of some existing parking spaces can be negotiated. Ingress and egress and maintenance of utilities will accompany the leasehold interest. The building is proposed to be elevated on structural foundation piers and finished floor elevation will be one (1) foot above the base flood elevation for the 100-year flood event. Entitlements for the use and site improvements will be subject to the City of Watervliet Planning Board approval. Exterior and Interior building design and fit-up will be the responsibility of the lessee and subject to review and approval by the City of Watervliet Planning Board and Building Department.

A successful Respondent to the future RFP will have demonstrated the ability to finance, design, construct and operate a restaurant on the site, with the goal of negotiating a Lease and related documents for the development and lease of the Restaurant. The city intends to select a Respondent that can successfully create an establishment that provides the surrounding neighborhood and businesses with an affordable, family friendly, casual dining choice. The city is committed to the participation of local owners featuring local concepts in its retail opportunities, as well as in the development and operation of these concepts.

II. HUDSON PARK OVERVIEW

The City is committed to making significant improvements to Hudson Shores Park over the next few years. The master plan for the park is attached. Currently, the City is in the process of designing a reconstructed riverfront shared use path to be constructed this fall. The City is actively seeking funding for the bicycle and pedestrian tunnel under I-787 that will be located at the southern portion of the park. The City will also be reinstalling the ramps and boat docks that will for a tour boat company. The plan is to expand these docks for additional public use. The park hosts several events throughout the year and the existing pavilion is rented frequently by local residents.

Despite being isolated by I-787, the park is used regularly by people from across the capital district, during weekdays, evenings, and weekends. Trail counts were conducted on the adjacent Mohawk Hudson Bike Hike Trail/Empire State Trail in Fall 2021. With an average of 123 trail users per day, it is anticipated that a significant portion of these trail users will travel through Hudson Shores Park once the tunnel is constructed, in addition to the existing park users.

The City of Watervliet and City of Troy are jointly seeking funding to convert half of the bridge into a pedestrian and bicycle shared use path / linear park. This is anticipated to significantly increase the 118 pedestrians that use the bridge daily and draw visitors from across the

region. The previously referenced tunnel project will provide users of the Congress Street Bridge a more direct connection to Hudson Shores Park and the restaurant.

Hudson Shores Park is accommodating an annual car show, a summer concert series and is also a popular location for meet-ups such as “Wednesday On the Hudson”, where paddlers and water enthusiasts access and explore the Hudson River.

III. THE RESTAURANT SITE

The restaurant pad site is located within Hudson Shores Park, ground lease and ingress, egress and utility license metes and bounds, to be determined at a later date, will be located at the end Selke Drive north of the Congress Bridge overpass as shown in Appendix A. The proposed restaurant will be visible from I-787, and easily accessible from exit 7. I-787 has an annual average daily traffic (AADT) of 87,882. Additionally, 23rd Street, where the main entrance to Hudson Shores Park is located, has an AADT of 14,981. The restaurant will also be visible from the Congress Street Bridge, with an AADT of 15,161. Hudson Shores Park is conveniently accessible from the Mohawk Hudson Bike Hike Trail that provides pedestrian and bicycle access from Albany to the Peebles Island State Park. An attached elevated outside deck featuring the Hudson River shoreline and surrounding scenery will allow an operator to provide an outdoor dining experience accompanied to the indoor dining space.

IV. SUMMARY OF KEY LEASE TERMS

This Section briefly describes key lease terms sought by the City. In its submittal, Respondents must indicate acceptance of these key lease terms, and make a lease proposal that is consistent with these key Lease terms. The final lease terms will be negotiated with City staff and are subject to final approval by the City of Watervliet City Council and the City of Watervliet Mayor.

Permitted Use

The permitted use under the Lease is the operation of a full-service restaurant open at least six (6) days per week, serving a minimum of lunch and dinner. The location of the Restaurant may also support breakfast hours.

Premises

Approximately 3,300 square feet of restaurant space, and approximately 960 square feet of exclusive outdoor dining area within a dedicated public access area.

Rent

Annual rent shall be:

- Minimum annual rent shall be quantified by Respondent in the proposal but in no event shall be less than \$30,000 per year escalated annually based upon by CPI (index determined by City upon Lease execution).
- City may agree to a rent-free construction period of up to twelve (12) months from the date the Lease is fully executed to complete design, permitting and construction conditioned upon City's review of Respondent's proposed design, permitting and construction schedule.

Term

The initial term for the ground lease is thirty-five (35) years with an option to extend for an additional three (3), five (5) year terms, exercisable at the City's sole discretion. The initial term will commence immediately upon full execution of the Lease.

Capital Investment

Proposals must include a description of proposed tenant improvements and the anticipated level of proposed capital investment. The minimum capital investment must be sufficient to complete all improvements and address required code upgrades, ADA requirements, furnishings, fixture, equipment, etc., and provide an appealing design for the proposed concept.

Utilities

Tenant shall be responsible for cost of installing all utilities including electricity, water, sewer and gas. Tenant shall be responsible for the ongoing monthly cost of its utilities and shall be separately metered.

Parking

Lessee will be granted the non-exclusive use of the parking areas within Hudson Shores Park.

Customer Service and Operation Plan

Respondents must submit a Customer Service and Operation Plan to address such issues as customer and employee parking management, deliveries, trash handling and hours of operation, which will be incorporated in the Lease.

Prohibited Uses

Prohibited uses include night club or entertainment venue use, or any activity that requires an After-Hours Permit from the City of Watervliet Police Department. Other prohibited uses include: a) use of the space for raves, D. J. parties, or other public dances/events that use live or amplified music; b) charging a cover charge or requiring a donation to gain entry to the Restaurant; c) engaging in any activity that is in violation of the Restaurant Rules and Regulations (to accompany the ground lease); and (d) off-site sale of alcoholic beverages. Activities managed by an outside promoter are prohibited.

Sale/Transfer/Refinancing

The City of Watervliet will participate in the net proceeds the tenant receives from the sale or transfer of the Restaurant.

Maintenance/Repairs

During the term of the Lease, the tenant shall be responsible for all improvements, maintenance, repairs and operating expenses associated with the Restaurant, including any non-exclusive areas.

Possessory Interest and Other Taxes

The tenant will be required to pay possessory interest taxes on the assessed value of the leasehold interest. Respondents may contact the City Assessor's office for more information on how this tax will be calculated. The tenant also will be required to pay other applicable city taxes, including sales and payroll taxes.

Security Deposit

A security deposit in the form of cash or irrevocable standby Letter of Credit in a form and from a financial institution with a local branch as approved by the City of Watervliet, will be

required in an amount equal to three (3) month's base rent in the final year of the initial term. Surety bonds will not be accepted to meet this requirement.

Insurance and Bond Requirements

Throughout the term of the Lease, the Tenant will be required to maintain insurance typical for the construction and operation of a restaurant in amounts and with limits determined appropriate by the City, the City's Risk Manager, and with carriers acceptable to the City. Insurance will include, but is not limited to: comprehensive general liability; workers' compensation; property insurance on the Premises; automobile liability; watercraft liability; personal property; business interruption; builder's risk; pollution legal liability; a policy endorsement in a form acceptable to City; and any other insurance required by law. The City of Watervliet must be named as additional insured.

The tenant's construction contractor will be required to furnish the City with a performance and payment bond issued by a responsible surety company licensed to do business in New York and satisfactory to the City or other such instrument. Such bond shall guarantee completion of any improvements proposed to be constructed at the site, in an amount not less than the value of such improvements. The City will also require a guaranty from the tenant guaranteeing the successful completion of improvements.

Environmental Deposits

The lease will require two additional forms of environmental financial assurance designed to protect the City and the community from liability arising out of the operation of a retail facility. The amount of any such deposit will be determined based on tenant's proposed operations and history.

Schedule

The successful respondent is expected to commence construction in the Spring 2024.

Seasonal Operation

The restaurant operation is intended to be seasonal from April-October, which is the current park season. The City utilizes the parking lot for towing overflow during winter. Respondents must provide an acceptable mitigative countermeasure in their submission package if year-round restaurant operation is proposed.

Hazardous Materials

During the "due diligence" period, explained further in Section VII, the Respondent may conduct environmental site assessments of the project site. The tenant shall be responsible for the removal or remediation of hazardous materials that are required to be removed or remediated during the term. Requirements for removal and remediation, if any, will be largely depend on the construction plans proposed.

Assignment/Sublease

The City will have the right to approve any assignment, sublease or transfer of the Lease, subject to any participation provisions.

Form of Lease

The successful Respondent will be required to enter into a lease to be negotiated by the City and Respondent during the period of exclusive negotiations. A copy of the City's form of Ground Lease will be provided to the successful Respondent following the award. However, the final Lease may be substantially different in order to: a) reflect the business terms negotiated between the successful Respondent and the City; b) incorporate any City

requirements adopted after the drafting of the Form of Lease; and c) incorporate any other provisions desired by the City Council or negotiated by the parties.

City Requirements

As part of the awarding process, the successful Respondent must submit a written acknowledgement, stating that it has reviewed, understands, and can comply with the City Requirements set forth in the Ground Lease, and other terms and conditions set forth in Section VIII hereof.

V. PROPOSAL QUESTIONS

All questions, concerns, or comments related to the RFP must be submitted in writing to HudsonShoresPark@verityeng.com. Addendums will be issued as necessary throughout the RFP process and posted to the City website. To ensure receipt of all addendums, respondents are encouraged to email the address above to be placed on a contact list. A site visit is also scheduled for 9am, July 13, 2023 at 2 Selke Drive (Hudson Shores Park), where respondents can visit the site and ask questions in person. All questions must be submitted no later than 5:00pm on August 3, 2023. The final addendum responding to all outstanding questions is anticipated to be released no later than 5:00pm on August 10, 2023.

VI. SUBMISSION REQUIREMENTS

In order for your Proposal to be deemed responsive to this RFP it must be complete, accurate and contain all of the information requested below. Omission, inaccuracy, misstatement or failure to submit any or all of the items required by the RFP may be cause for rejection of your Proposal.

Required Proposal Content

Six (6) copies of the completed proposal shall be submitted to:

City of Watervliet
c/o Joseph LaCivita, General Manager
2 15th Street
Watervliet, NY 12189

Proposals must be received no later than 2:00 pm on AUGUST 24, 2023.
Label outside SEALED mailing envelope with company name and RFP-HSP-2023 RESTAURANT LEASE.

Cover Letter: Each Respondent must submit a letter of introduction and executive summary of the Proposal. The letter must be signed by a person authorized by the proposing firm to obligate the firm to perform the commitments contained in the Proposal. Submission of the letter will constitute a representation by the Respondent that the Respondent is willing and able to perform the commitments contained in the Proposal.

Table of Contents

Proposal Description:

Respondent must provide information responsive to the Evaluation Criteria set forth below, detailing Respondent's concept, design intention and capital investment, experience and financial strength, proposed rent and business plan, and local business participation. **This section shall be no greater than 40 pages.**

Respondent is encouraged to include rendering, floor plans, and material samples planned for the development of the Restaurant, as well as the proposed development/construction and operational team.

Information provided must be submitted with the following format, identifying each item by letter and number. A **Proposal** submitted with incomplete or missing forms, or received after the submittal deadline will be deemed non-responsive and will be rejected. After a Proposal has been submitted, no modifications to the Proposal will be allowed.

A. Proposed Concept (20 points)

- A.1 Describe the Restaurant proposed. Include information on the theme, ambiance, hours of operation, days of operation, menu, and pricing.
- A.2 Describe how the proposed Restaurant will complement the Park setting and surrounding water front environment.
- A.3 Include a detailed plan for marketing the restaurant and maximizing sales, revenue and customer satisfaction.
- A.4 Provide a proposed operations plan, including the management and operational structure of the business, and staffing.

B. Design Intention and Capital Investment (20 points)

- B.1 Provide a narrative description of the design concept.
- B.2 Provide conceptual design sketches for improvements, including the interior design, signage, floor plan, front elevation, and images depicting interior and exterior of the Restaurant.
- B.3 Show all pedestrian ingress and egress points, and identify areas for loading and unloading passengers and Restaurant deliveries.
- B.4 Describe the materials to be used and application in the Restaurant design.
- B.5 Provide a project schedule for design, permitting and construction.
- B.6 Provide the proposed design and construction team members.
- B.7 Provide the amount of the proposed initial capital investment for improvements.

C. Experience and Financial Strength (20 points)

- C.1 In addition to the information provided in Submittal A, describe the qualifying business, including hours of operation, days of operation, menu, pricing, and photographs.
- C.2 The most recent available credit report and audited financial statements for the past three (3) years of each principal partner and joint venture participant, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, any non-performing loans, and the amount of guarantees and/or contingent liabilities.
- C.3 Describe the source of funding for initial Restaurant improvements, including design and construction.
- C.4 Describe sources of working capital to cover operating costs and to adequately maintain operations at a high level from the start up period through seasonal variations in activity.

D. Proposed Rent and Business Plan (25 points)

- D.1 Complete the Financial Pro Forma provided in Submittal B.

D.2 Complete the Minimum Rent Offer provided in Submittal C.

E. Local Business Participation (15 points)

- E.1 Submit a Community Engagement Plan that demonstrates current and/or planned participation or active involvement with local neighborhoods or interest groups.
- E.2 Submit a Local Business Utilization Plan, identifying Local Businesses, Small and Local Economically Disadvantaged Business partners, including NYS M/WBE professional and service providers hired by Respondent for the design, permitting, and construction phase, and/or the Restaurant operations, including maintenance, custodial, marketing, suppliers and vendors.

Statement of Minimum Qualifications (use Submittal A attached): The Statement of Minimum Qualifications is required to establish that the Respondent is responsive and meets the Minimum Qualifications of this RFP as set forth below. The Statement of Minimum Qualifications must be accompanied by the supporting documentation specified in the attached Submittal A, including three (3) reference letters.

The Minimum Qualifications for this Restaurant Opportunity are:

- a. Respondent must have a minimum of five (5) years within the past seven (7) years ("qualifying years") in the ownership or management of a full-service restaurant ("qualifying business").
- b. Respondent may be a newly formed entity (e.g., limited liability company, joint venture, corporation) provided that such newly formed entity is duly organized and validly existing prior to the Submittal Deadline for this RFP and the City is satisfied the Respondent is qualified, as follows: each of the principals (e.g., LLC members, joint venture partners, corporation shareholders) who own an aggregate of 51% or more of Respondent must satisfy the minimum qualification requirements. For example, if the newly formed entity is:
 - i. A limited liability company comprised of two members, owning 51% and 49% respectively, the entity will be deemed qualified if the 51% member satisfies the minimum qualification requirements; or
 - ii. A limited liability company comprised of three members, owning 40%, 35% and 25% respectively, the company will be deemed qualified if two of the three members each satisfy the minimum qualification requirements; or
 - iii. Owned 50/50, then each principal must satisfy the minimum qualification requirements.
 - iv. The City must be satisfied the party(ies) satisfying the minimum qualification requirements will be in control of the proposing entity. Newly formed entities cannot meet this RFP's minimum qualifications through a sublease agreement.
- c. Respondent's qualifying business must have achieved minimum gross sales of Two Million Dollars (\$2,000,000) per qualifying year.

- i. For purposes of determining whether a Respondent has the required business experience, City staff will consider a) the nature of the Respondent's management experience, which is managing the operation of a qualifying business on a full-time basis (i.e. at least 40 hours per week), or b) the nature of the Respondent's ownership of a qualifying business, the level of control exercised by the Respondent and whether the Respondent's ownership interest is active (such as

Financial Pro Forma (use Submittal B attached):

The Financial Pro Forma must be completed and submitted utilizing the format presented in Submittal D showing five years of projected sales, revenue to the City, expenses, and net income. The Financial Pro Forma should demonstrate an understanding of the proposed Lease and will be considered for its reasonableness, the viability of the proposed operation and financial offer, and the ability to fund continuing operations from the cash flow generated by the operation.

Minimum Rent Offer (use Submittal C attached):

See Section IV above for a detailed description of the required minimum rent proposal. /Respondent must submit its minimum offer.

VII. EVALUATION AND AWARD PROCESS

Proposal Evaluation Process

To participate in the RFP process, each Respondent must submit its Proposal prior to the Submittal Deadline at the Submittal Location, as specified in this RFP.

The City's independent consultants and Advisory Panel will review each Proposal for an initial determination of responsiveness in an Initial Screening Process. The following elements will be reviewed during the Initial Screening Process: Proposal completeness, compliance with format requirements; and meeting the Minimum Qualifications. The City reserves the right to request clarification from a Respondent prior to rejecting a Proposal for failure to meet the Initial Submittal requirements. Clarifications will be limited exchanges between the city and the Respondent for the purposes of clarifying certain aspects of the Proposal, and will not give the Respondent the opportunity to revise or modify its Proposal. Proposals that meet the Initial Submittal requirements shall continue to the Evaluation Process described below.

At any stage of the process, City staff and/or City's consultants, may contact references and industry sources, investigate previous projects and current commitments, and perform other due diligence in order to confirm the qualifications of the Respondents.

The written submittals will be reviewed and evaluated by a panel selected by City staff, consisting of up to five individuals with collective experience in managing and selecting public retail opportunities, and which may include: City staff, public agency representatives with experience in concession or retail lease opportunities, retail operators, real estate professionals with retail expertise (as so constituted, the "Advisory Panel"). The Advisory Panel will be advised by City staff and/or City's independent consultants who will independently analyze the business plans, financial submittals and other related financial qualifications of Respondents.

The Advisory Panel will review, evaluate and score all of the written proposals that meet the Initial Submittal requirements.

Oral Interview/Presentation

Up to five (5) of the highest ranking, qualified Respondents *may* be invited to an oral interview with the Advisory Panel. The interview would consist of standard questions asked of each of the invited Respondents and will be approximately 60 minutes. The oral interview will be scored using the same criteria as set forth for the proposal and will be added to the proposal score.

Lease Award

The Advisory Panel, based on total scores, will make a recommendation of award to the City Council, which retains the authority to select the successful Proposer. The City Council, in its sole discretion, will make the final selection to award the opportunity and authorize exclusive negotiations with a selected Respondent and, ultimately, decide whether to enter into a lease and the terms of any lease.

Exclusive Negotiations

After the City Council makes the final selection of the most qualified Respondent(s), the City Council may authorize staff to enter into exclusive negotiations with that Respondent for a period not to exceed ninety (90) days, unless extended in writing by the City.

During the period of exclusive negotiations, the following events are anticipated to occur:

- Completion of a Lease and related documents for the lease and development of the Restaurant site, in a final form approved by the City of Watervliet Attorney's office.
- The selected Respondent will complete its "due diligence" review of the Site, finalize financial projections, and complete preliminary development plans including, but not limited to floor plans, elevations, and renderings for the Site,
- The selected Respondent, with the City's cooperation, will complete the project approval processes and any required regulatory review.

VIII. OTHER TERMS AND CONDITIONS**Policy of Nondiscrimination on the Basis of Disability and Equal Employment Opportunity Statement**

The City of Watervliet does not discriminate on the basis of disability in employment or in the admission and access to its programs or activities.

Claims Against the City

No Respondent will obtain by its response to this RFP, and separately by its response waives, any claim against the City by reason of any or all of the following: any aspect of this RFP, any part of the selection process, any informalities or defects in the selection process, the rejection of any or all submittals, the acceptance of any submittal, entering into exclusive negotiations, conditioning exclusive negotiations, terminating exclusive negotiations, approval or disapproval of plans or drawings, entering into any transaction documents, the failure to enter into a lease, any statements, representations, acts, or omissions of the City, the exercise of any discretion set forth in or concerning any of the above, and any other matters arising out of all or any of the above.

Respondent's Duty to Investigate

The City will convey a leasehold interest under a ground lease in a non-freehold estate of the project area to the lessee in an "AS IS" condition. It is the sole responsibility of the

selected Respondent to investigate and determine the condition of the Restaurant site, including existing and planned utility connections, and the suitability of the conditions for any proposed improvements and use.

The information presented in this RFP, and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City and its advisors provide no representations, assurances, or warranties pertaining to the accuracy of the information. Respondents are responsible for reviewing all portions of this RFP and any other information provided by the City in relation to this RFP. Respondents are to notify the City in writing of any ambiguity, discrepancy, omission, or other error in this RFP promptly after discovery, but in no event later than 15 business days before the deadline to submit submittals. An interested party that does not give timely notice to the City will be deemed to have waived any ambiguity, discrepancy, omission, or other error in this RFP. Modifications and clarifications will be made by addenda as provided below.

Conditional Nature of Offering

The City's issuance of this RFP is not a promise or agreement that the City will actually enter into any contract. The City expressly reserves the right at any time to:

1. Waive any technical defect or informality in any submittal or submittal procedure that does not affect or alter the submittal's substantive provisions;
2. Reject any or all submittals;
3. Suspend any and all aspects of the process indicated in this RFP;
4. Amend this RFP;
5. Terminate this RFP and issue a new request for interest, qualifications or proposals;
6. Request some or all respondents to revise submittals;
7. Select a tenant by any other means;
8. Offer new leasing opportunities in the area at any time;
9. Extend deadlines for accepting submittals, or accept amendments to submittals after expiration of deadlines; or
10. Decide not to pursue this offering.
11. In awarding the opportunity and finalizing any lease, modifying, refining, and otherwise clarifying the permitted uses to reflect the selected proposal, with such changes therein as may be desired provided that such changes will not change the overall substance of the proposal.

The City's failure to object to an error, omission, or deviation in any submittal will in no way modify this RFP or excuse respondents from full compliance with the requirements of this RFP.

The City may modify, clarify, and change this RFP by issuing one or more written addenda. Addenda will be posted on the City's website, and notice of the posting will be sent by electronic mail to each party receiving an RFP. The City will make reasonable efforts to notify interested parties in a timely manner of modifications to this RFP but each respondent assumes the risk of submitting its submittal on time and obtaining all addenda and information issued by the City. Therefore, the City strongly encourages interested parties to register as an interested party and check the City's web page for this RFP frequently.

Respondent Selection Does Not Guarantee Project Approval

The City Council's selection of a respondent and authorization to commence exclusive negotiations may not be construed as an approval of the proposed project. The City will not enter into any lease for the HSP Restaurant project until environmental review under the New York State Environmental Quality Act ("SEQRA") is complete. Changes to the proposed project may occur or be required during the course of public review of the proposed project, during the approval processes that will follow SEQRA review, and in response to other City, City, and public concerns that may arise, and those changes may require additional SEQRA review if the changes have not already been analyzed. If a project is found to cause significant adverse impacts, the City retains absolute discretion to require additional environmental analysis, and to: (1) modify the project to mitigate significant adverse environmental impacts; (2) select feasible alternatives that avoid significant adverse impacts of the proposed project; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the project, as identified upon environmental evaluation in compliance with applicable environmental law; (4) reject the project as proposed if the economic and social benefits do not outweigh otherwise unavoidable significant adverse impacts of the project; or (5) approve the project upon a finding that the economic and social benefits of the project outweigh otherwise unavoidable significant adverse impacts. The City is issuing this RFP in its capacity as a landowner with a proprietary interest in Hudson Shores Park as a whole, and not as a regulatory agency of the City. The City's status as an agency of the City will not in any way limit any selected respondent's obligation to obtain requisite approvals from City departments (including the City), boards, or other involved agencies with jurisdiction over a proposed project. Under the City of Watervliet Charter, no officer or employee of the City and County of Albany, including the City, has authority to commit the City to any project until the City Council has approved the transaction following completion of SEQRA review and, if required, the City of Watervliet City Council and City of Watervliet Mayor has approved the lease.

Financial Obligations

Each Respondent is responsible for all costs incurred in responding to this RFP. The City has no financial responsibility for any costs incurred by a Respondent in responding to this RFP. The City will not pay a finder's or broker's fee in connection with this RFP. Respondents will be solely responsible for the payment of all fees to any real estate broker(s) with whom the Respondent has contracted.

Submittals Become City Property

All submittals submitted will become the property of the City and may be used by the City in any way deemed appropriate. Financial information will be kept confidential.

Interpretation

For the purposes of this RFP, the terms "include," "included" and "including" will be deemed to be followed by the words "without limitation" or "but not limited to," and, where required by the context, the singular includes the plural and vice versa, and the feminine gender includes the masculine and vice versa. Section and paragraph headings used in this RFP are for reference only and are not to be used to interpret the provisions of this RFP.

Performance Benchmarks

All documents governing the approval and development of the Restaurant site will contain time and performance benchmarks, including provisions for payment of liquidated damages, with termination for non-performance.

IX. PROJECT APPROVALS

A restaurant on the site is permissible under the City's Zoning Code and Local Waterfront Revitalization Plan (LWRP), and all entitlements to approve the use and construct the improvements are subject to review and approval, including but not limited to, SEQRA, City of Watervliet Planning Board and all other involved agencies. However, the specific plans for the Restaurant will require various permits and approvals to include approval of signage, and each prospective Respondent is responsible for determining which permits and approvals will be required for the construction and operations proposed at the Site and for obtaining such permits and approvals. All construction permits are obtained through the City Building and Planning Departments. The following information is intended to help Respondents in this determination. It is not meant to be an exhaustive summary of all permits which may be required.

City of Watervliet

Subject to the approval, the City Council shall approve the selected Respondent and shall approve the final lease and related documents for the development and Lease of the Restaurant. In addition, the City's Building Department will issue the building permit(s) for the Restaurant and site improvements. The City's Building Department and General Manager will oversee management and compliance with the terms of the lease.

Design Review

The design of the project will be reviewed and approved by the City of Watervliet Planning Board. In addition, the City expects to invite and receive comments on the design of the project from the City's Designated Engineering consultant including but not limited to New York State Department of Health, Albany County Planning Board, NYSDOT or any other involved agency(s).

Liquor, Food Service and Business Licenses

Respondents should investigate, and will be solely responsible for obtaining, a liquor license(s) from the New York State Liquor Authority and any other required licenses, including but not limited to those from the City's Department of Public Health and Treasurer/Tax Collector.

SUBMITTALS

Submittal A

STATEMENT OF MINIMUM QUALIFICATIONS

Lease Name: Hudson Shores Park Restaurant Lease

1. IDENTITY OF PROPOSING ENTITY:

Name and contact details of Respondent exactly as it is to appear in the Lease:

Address: _____

Contact Name and Title: _____

Phone No: _____ Fax No: _____

Email: _____

2. The Respondent, if selected, intends to carry on the business as:

- Individual Partnership Joint Venture
- Limited Liability Company Corporation Other (attach explanation)

3. If the Respondent is a Partnership or Joint Venture, attach an executed copy of the Partnership Agreement or Joint Venture Agreement, and answer the following:

Note: If the Respondent is a corporation or limited liability company that meets the Minimum Qualifications and intends to partner or joint venture with a small business, an executed letter of intent **and** copy of the agreement to be executed upon award is sufficient. Partners must be willing to execute the Lease awarded to the Respondent.

(a) Name, address, and share of each partner of the Joint Venture or Partnership:

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Date of Organization (MM/YY): _____

(c) General or Limited Partnership (if applicable): _____

(d) State of Formation: _____

(e) Registered New York? (Y/N) _____ If so, when (MM/YY) _____

4. If the Respondent is a Corporation or Limited Liability Company, attach a copy of the Respondent's Certificate of Good Standing from the State of New York (or state of formation), and answer the following:

(a) When incorporated/formed (MM/YY) _____

(b) In what state/county: _____

(c) Authorized to do business in New York? (Y/N) _____ If so, when? (MM/YY) _____

(d) Name, address, experience in the business, and amount of stock/membership interests held by the following officers. If the officer titles presented below do not exist within your organization, list officers of similar functions and include their actual title with their names:

Officer	Name	Address	Percent of Stock or Interest
President			
Vice President			
Secretary			
Treasurer			
Other			

- (e) Name, address and shares of stock/membership interests held by other “principal” stockholders or members: (A “principal” stockholder or member is defined as a stockholder or member who holds 10% or more of the outstanding stock or membership interests of the corporation or limited liability company.)

Name	Address	Percent of Stock/ Membership Interest

5. Local Business Participation

Identify local business participation if applicable.

Name	Percent of Ownership or Identify as Sublessee	Identify any/all certifications (WBE, MBE, DBE, etc.)

6. Summary of Experience

Each Respondent must complete the table below with the information necessary to determine if it meets the minimum qualification requirements. Respondent may also submit a narrative response that describes in detail how the Respondent meets the minimum qualification requirements, limited to five (5), double sided pages. **Please follow the same format set forth below for your response.**

a.

	Year 1 20__	Year 2 20__	Year 3 20__
Concept Name			
Address/Location			
Sales			
Owner/Entity			

- b. Supporting Documentation: Each Respondent must submit the following information and documentation which supports its qualifications:
- i. Provide the total number of years the Respondent has owned or managed its qualifying business.
 - ii. Provide information sufficient to show that the qualifying business specializes in the concept by summarizing the product categories or items, relative to the concept. Items listed must be reflective of the Use and Operational Requirements of the Lease as attached to this RFP document.

Acceptable forms of information will include, but not be limited to sales reports, narrative description, store layout maps with product categories identified and accompanying photos or any other information that will indicate that the qualifying business specializes in the proposed concept.

- iii. Provide evidence of ownership or management experience for each of the qualifying years, which evidence must be reasonably satisfactory to the Port Commission.

Consider submitting one or more of the following items:

Ownership

- Organizational documents, such as joint venture/partnership agreement, corporate articles/bylaws, share certificates
- Financial Statements of Respondent
- Tax Returns of Respondent

Management

- Management charts
- W-2 forms
- Business cards
- Confirmation letter from employer

- iv. Provide evidence that the qualifying business generated the minimum gross revenue per qualifying year. Attach audited financial statements for each qualifying year. Audited financial statements may include balance sheets and income statements that were prepared and attested to by a Certified Public Accountant (CPA).

If audited financial statements are not available, submit tax statements prepared by a CPA, along with unaudited financial statements for each qualifying year. Include a detailed breakdown showing which of Respondent's facilities meet the gross revenue requirement for each qualifying year.

- v. State if Respondent has ever operated under another name and/or ownership structure.

7. Financial Summary

Relative to your business operations, please answer “Yes” or “No” to the following questions. The following questions pertain to all leases and subleases that you hold or have held in the past five years. Please provide an explanation for those questions in which you responded with “Yes.”

In the past five (5) calendar years:

Question	Answer
1. Have you received a letter/notice (e.g., Notice of Default) from the landlord requesting that you remedy/cure any type of default under the lease (e.g., non-payment of rent, maintenance)?	
2. Have you received a letter/notice demanding that you “Pay or Quit” the premises for non-payment of rent?	
3. Have you filed for bankruptcy?	
4. Have you terminated a lease before the expiration of the lease term?	
5. Have you been or are you currently on a “payment plan” to pay past due rent or fees that are owed to the landlord?	

8. References

Please provide a minimum of three (3) reference letters from non-affiliated organizations on their company letterhead. Each reference letter must have been dated within the past twelve (12) months and must include information directly related to Respondent’s management or ownership experience in the qualifying business.

Submittal C

MINIMUM RENT OFFER

Lease Name: City of Watervliet – Hudson Shores Park - Restaurant Lease

Proposing Entity: _____

Address: _____

Phone No. _____ **Fax No.:** _____

Phone No.: _____ **Fax No.:** _____

This proposal is being submitted in response to the Request for Proposals for the above-referenced Lease, which is incorporated in this RFP by reference. Defined terms below shall have the meanings given them in the Request for Proposals.

Minimum Ground Lease Rent Offer. The proposed amount for the first Ground Lease year's Minimum Annual Rent.

Annual Ground Lease Rent Offer is (\$) _____

The undersigned represent and warrant to the City of Watervliet as follows: (a) the undersigned person(s) are authorized representatives of Respondent; (b) all information submitted by Respondent in the proposal is complete, accurate and truthful. (Note: If Respondent is a joint venture or partnership, all joint venturers or partners must sign; if Respondent is a corporation, at least Respondent's President and Secretary must sign; if Respondent is a limited liability company, at least Respondent's manager or managing member must sign.)

Print Name Title Signature

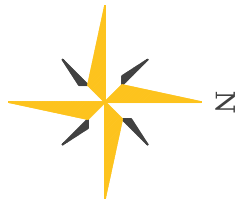
Print Name Title Signature

Print Name Title Signature

Print Name Title Signature

APPENDIX A

Site Plan & Master Plan



INTERSTATE 787
(NORTH BOUND LANE)

SELKE DRIVE

3,300 SQ. FT.
FFE: 27.5

TRAIL PLAYGROUND
ELEMENT #2

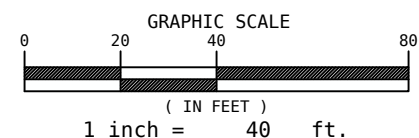
TRAIL PLAYGROUND
ELEMENT #1

EDGE OF BANK

TROY-WATERVLIET
BRIDGE

HUDSON RIVER

PROPOSED ASPHALT
LAWN AREA



Hudson Shores Park
Watervliet, NY

HUDSON SHORES PARK
PLAY TRAIL

HUDSON SHORES PARK | CITY OF WATERVLIET | ALBANY COUNTY | NEW YORK STATE

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DESIGNED BY:	EAS
DRAWN BY:	EAS
CHECKED BY:	LZ
APPROVED BY:	LZ
SCALE:	AS NOTED
DATE:	02/26/2021

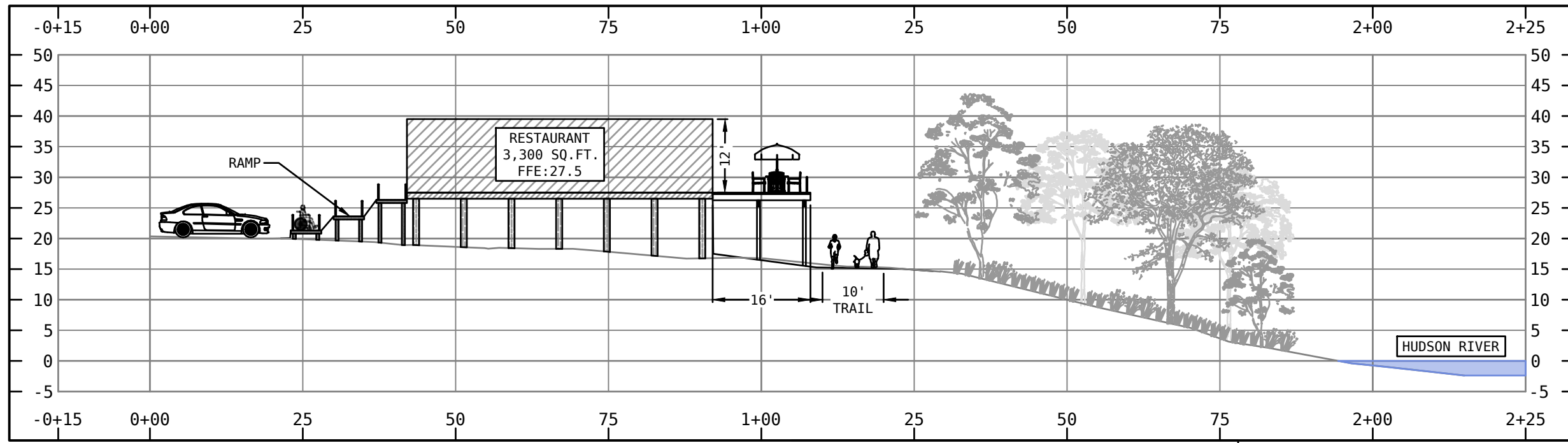
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SITE PLAN (2)

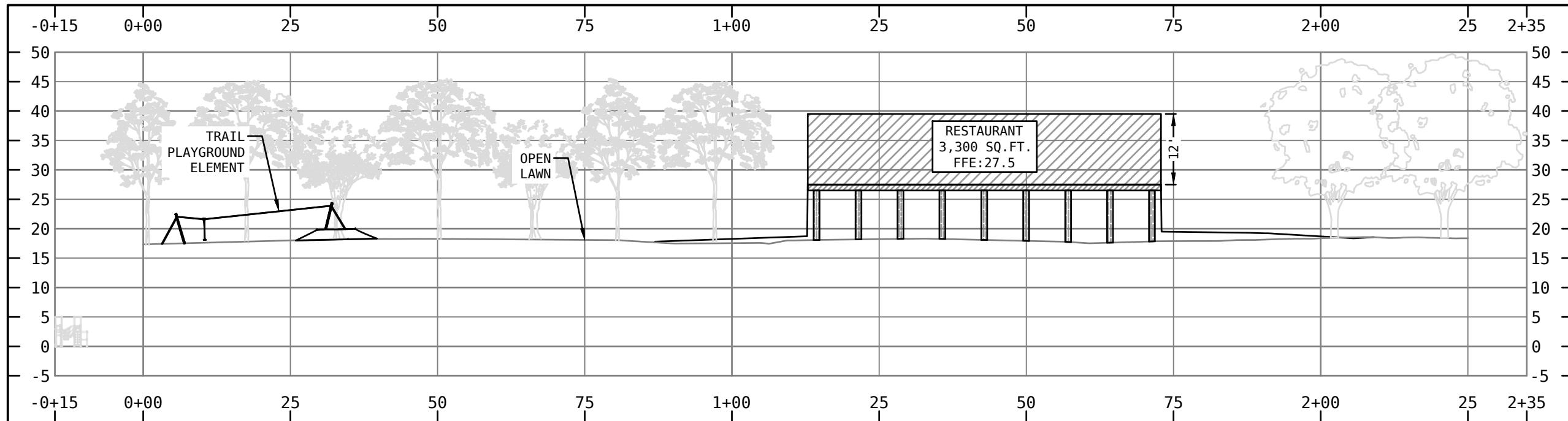
C-102

P:\22-010\CA0122-010 SITE - WITH RESTAURANT.DWG | 05/31/2022 02:30:25 PM

ROAD TO HUDSON RIVER PROFILE



NORTH TO SOUTH PROFILE



Verity Engineering, D.P.C.
P.O. Box 474
Troy, New York 12181
518.389.7200 | verityeng.com



Hudson Shores Park
Watervliet, NY

HUDSON SHORES PARK
PLAY TRAIL

HUDSON SHORES PARK | CITY OF WATERVLIET | ALBANY COUNTY | NEW YORK STATE

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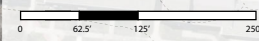
REV.	DATE	DESCRIPTION	BY
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SECTION CUT PROFILES

C-103

HUDSON SHORES PARK CONCEPTUAL MASTER PLAN
WATERVLIET, NY

Issue Date: 10/15/2021



alta



Tunnel 12' wide

Noise Barrier

Relocate Existing Boat House

Overlook

Shoreline Stabilization

Crew Boat Dock

Kayak Launch

Existing Parking (37 Parking Spaces)

Existing Restrooms

Restaurant (2,200 sqft - 3,000 sqft)

Pavillion (450 sqft - 750 sqft)

Existing Parking (48 Parking Spaces)

Existing Pavillion

Vegetation Buffer

Proposed Service Drive

Pier Over Water/Docks (7,000 sqft - 11,800 sqft)

Extend Bulkhead Under New Docks

Playground (600 sqft - 1,100 sqft)

Small Play Area (150 sqft - 250 sqft) Typ.

Shared Use Path, 10' Wide

Additional Parking Lot (35 Parking Spaces)

Maintain Existing Roadway

Relocate Parking Lot (30 Parking Spaces)

Open Green Space

Picnic Area & Future Bridge Approach