**Sale Item:** **Derrick Boat #1** **(Reserve to be set)**

**NYSTA/CC Surplus #:** **14-20-1492-E**

**Sale Date:** **07/09/2015** **Time: 3:00pm**

**Live Auction Location:** **NYS DOT, 21 9th Street Waterford, NY 12188**

**Description:**

The NYS Thruway Authority/Canal Corporation (NYSTA/CC) is selling via live auction a 1926 Homemade Derrick Boat #1 generally referred to as DB1. It has a weight of approximately 150-200 tons. Approximate dimension: 28' wide, 77' long, and 18' high (at the highest point). Whether or not the vessel could be reused commercially or repurposed is a determination that will have to be made by the prospective buyer.

**History:**

The DB1 was built in 1926 and has been in regular service on the Canal System out of the Utica Floating Plant for most of its life. A derrick boat can be used as a crane to lift logs from tree cutting operations, or it can be equipped with a clamshell bucket and be used to repair the shoreline, or even as a dredge. Its boom is supported by a large A-frame. When on location, the vessel is held in place with large "spuds" or cylindrical anchor tubes that are lowered to the Canal bottom, rendering the vessel immovable. The A-frame, boom, and spuds have been removed from the vessel. The DB1 is representative of the typical "small floating derrick" in use by the Canal Corporation, and its predecessors, over the better part of the last century. Originally steam powered, the DB1 was most recently powered by a 2006 Detroit Diesel Series 40 engine, with electricity provided by two generators. The engine and generators have since been removed. This vessel has a large, open engine-room which is not compartmentalized. For most of its years of service, the crew of the DB1 would live aboard when the vessel was out on location during the navigation season. As such, the vessel is also equipped with a galley, bunkrooms and a head (bathroom).

**Location:**

Vessel is located at New York Canals; Waterford Section Dry Dock; 200 Davis Ave; Waterford, NY 12188

**Inspection:**

Potential buyers are <u>strongly encouraged</u> to inspect the vessel prior to bidding.

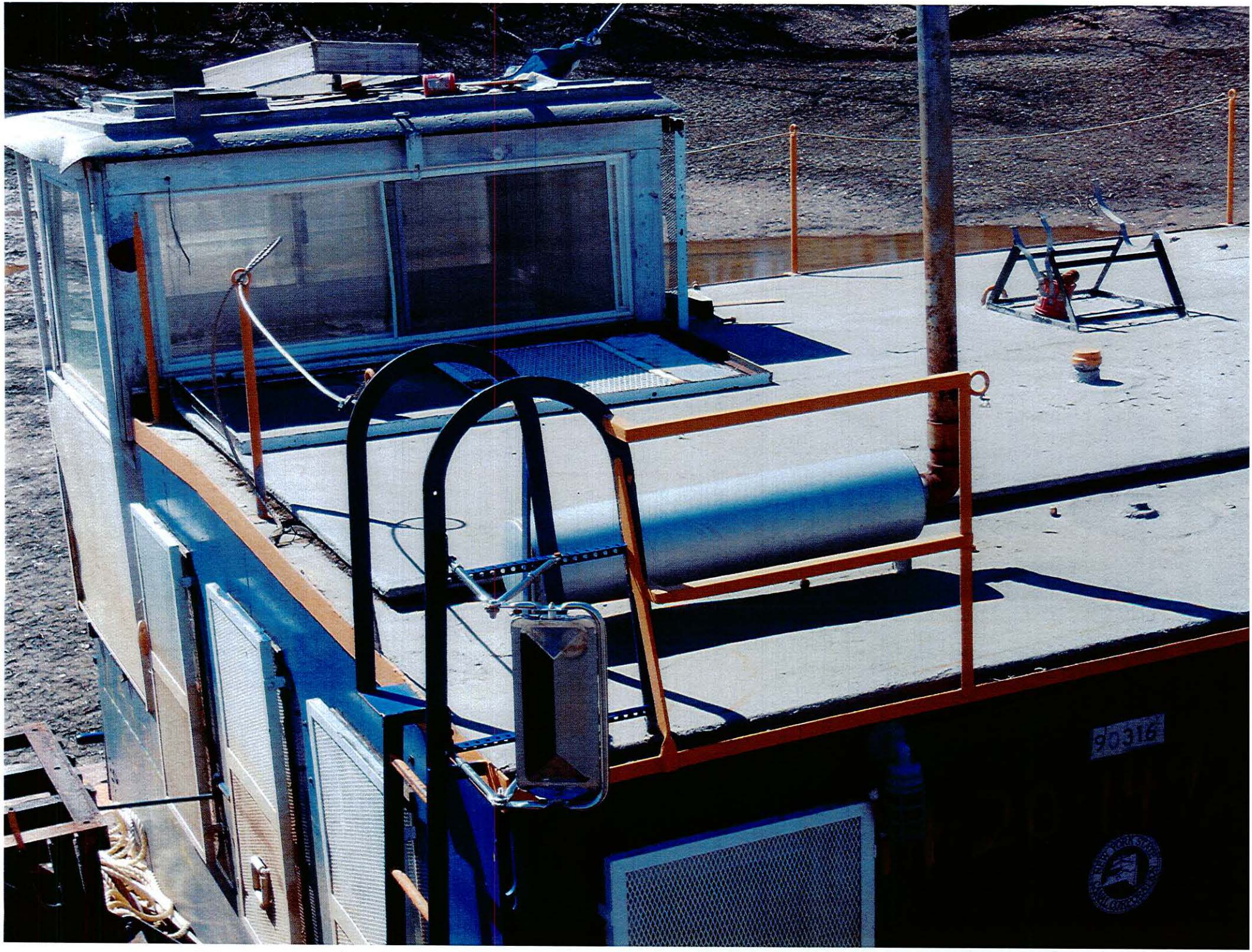
Physical inspections can be arranged <u>by appointment</u> on June 3rd through July 9th.

Arrangements for inspection and/or questions should be directed to Darren Mcguirk at (518) 471-4445.

**Known defects:**

Vessel is taking on water. No engine/power. Vessel was submerged for an extended period of time in 2014 and significant cleanup of interior spaces will be required for any adaptive reuse.

Vessel may contain information on deficiencies known to the Authority. However, the absence of such information does not mean that deficiencies do not exist nor does it change the terms of sale which are "as is, where is", with no guarantee or warranty either expressed or implied.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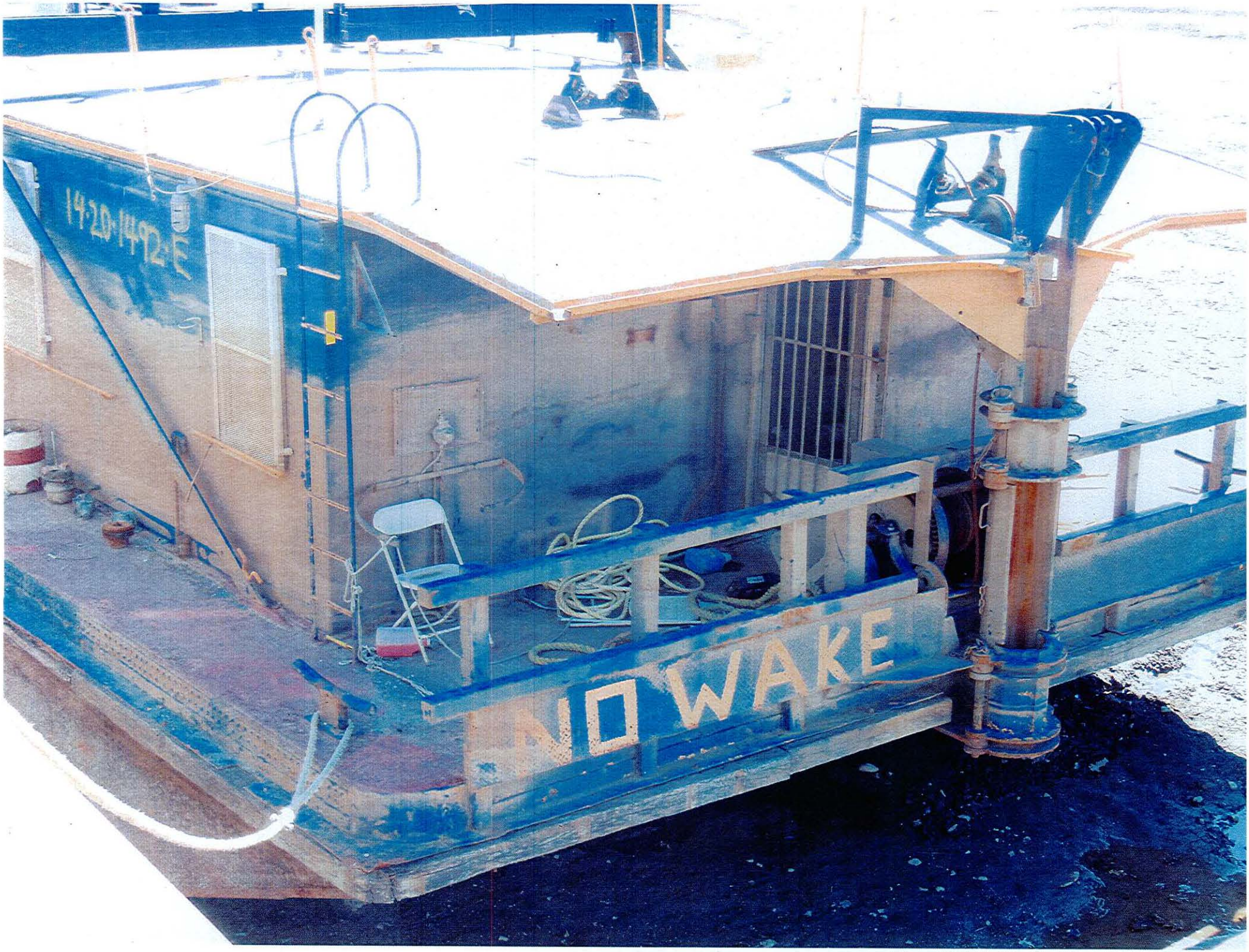
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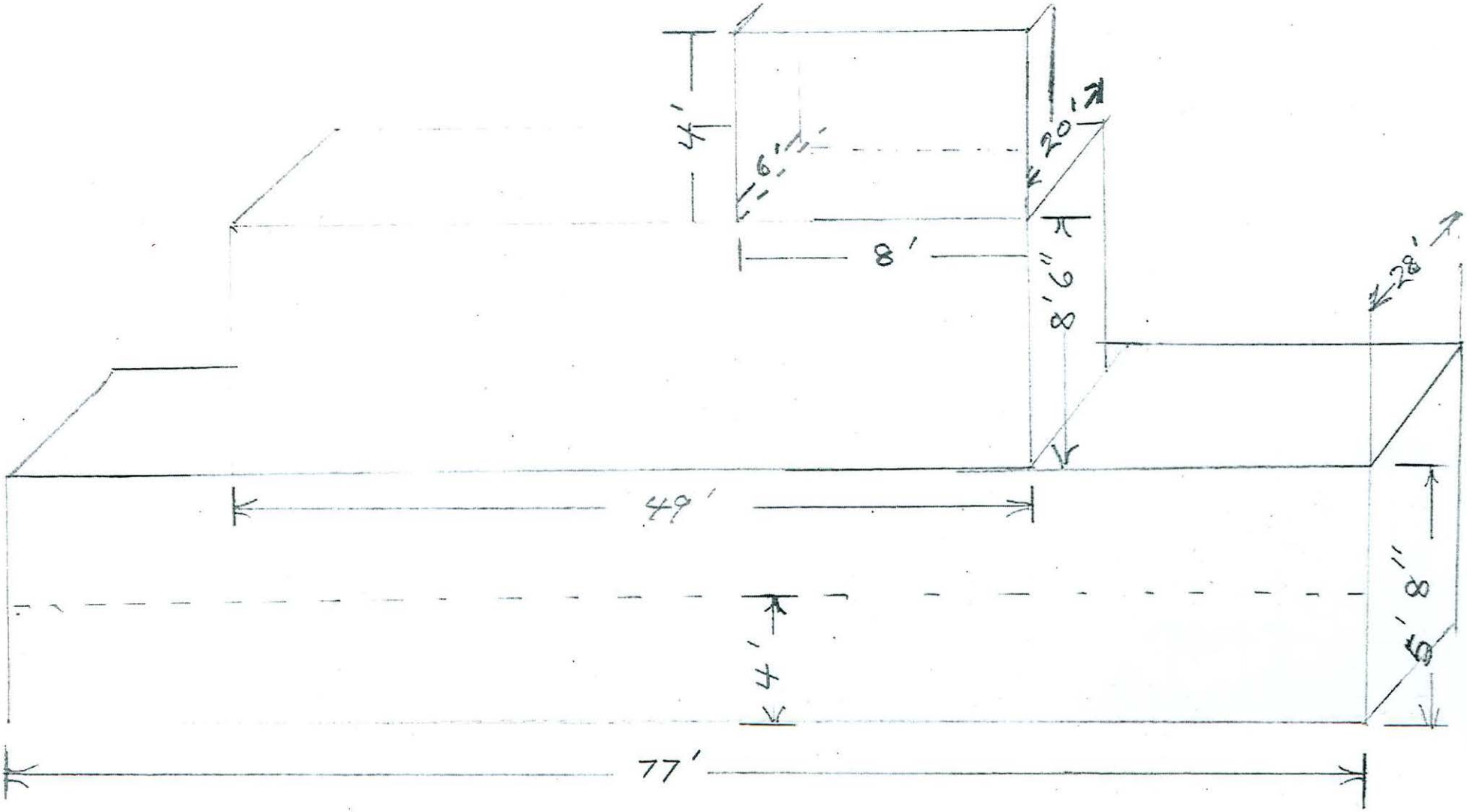
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NEW YORK STATE OFFICE OF GENERAL SERVICES
SURPLUS PROPERTY SALE – THRUWAY/CANAL CORP VESSELS

**Seller's Disclosure/Bidders Acknowledgment of Terms, Conditions, and Other Requirements Pertaining to the Sale of NYS Surplus Property: THRUWAY AUTHORITY/ CANAL CORP VESSELS**

As a condition to bid on the Thruway Authority/Canal Corp Vessels hereinafter described, Bidders are required to acknowledge receipt and acceptance of the following Terms and Conditions; Insurance Requirements and Iran Divestment Act.

**Instructions: Read, initial at the bottom of each page and sign the acknowledgment at the end of this document.**

## TERMS AND CONDITIONS

1. The State of New York (the "State"), through the New York State Office of General Services ("NYSOGS"), reserves the right to **add** or **withdraw** any item(s) before the time of sale.

2. The Thruway Authority/Canal Corporation ("NYSTA/CC") has provided the Quarters Boat #18, NYSTA/CC Surplus # 15-20-0572-E and Derrick Boat #1, NYSTA/CC Surplus # 14-20-1492-E Property ("VESSELS") for inspection and the VESSELS are being sold on an "as is" and "where is" basis, with no guarantee expressed or implied by the State or NYSOGS. All bidders are strongly **encouraged to inspect** the VESSELS before bidding.

3. Bidder specifically acknowledges receipt of this NOTICE that the subject VESSELS contain/may contain certain HAZARDOUS MATERIALS, including but not limited to ASBESTOS and LEAD PAINT.

4. Sale will be made to the highest bidder(s). If there is a disputed or tie bid among two or more bidders, NYSOGS or NYSTA/CC, at their discretion, may determine the highest bidder or bidding may be re-opened to determine the highest bidder. If the high bid is not acceptable the NYSOGS or NYSTA/CC, at their discretion, may negotiate with the high bidder. In any case, the NYSOGS or NYSTA/CC's decision as to the winning bidder will be absolute.

5. The State reserves the right to reject any or all bids.

6. The sale of the VESSELS is complete, with risk of loss passing to the winning bidder upon declaration that bidder is the winner of the item. Bidder acknowledges that following declaration that it is the winner of one or more VESSELS, it will provide proof of the required State's INSURANCE REQUIREMENTS identified hereafter, within 48 hours of the close of the sale.

7. **All sales are final. No refunds. No returns. No exchanges. No turndowns.**

8. Sales tax will be charged and collected on the purchase, unless the State is furnished with acceptable proof of exemption from New York State sales tax at the time of sale.

9. Bidder must be 18 years of age or older.

10. Removal of the VESSELS —including the acquisition of any and all permits or licenses which may be required—is the sole responsibility of the winning bidder, and such removal must be made during the State's normal business hours, i.e., 7:00 a.m. to 3:30 p.m. A copy of the Bill of Sale **must** be furnished at the time of removal. Failure to comply with these removal terms will affect future bidding privileges. **Winning bidder is solely responsible for any and all damages or injuries arising from removal of the VESSELS from the State site.**

11. The winning bidder must remove the VESSELS within sixty (60) calendar days of the sale date, whether the VESSELS will be reused or repurposed and floated out, or cut up in dry dock and trucked out. If the VESSELS are not removed within the sixty (60) calendar days, ownership of the VESSELS will revert back to the NYSTA/CC with no financial reimbursement, refunds or any other compensation given to the winning bidder.

12. Bidder certifies that it shall responsibly use and/or dispose of the subject VESSELS in compliance with all applicable laws and rules, and environmentally preferred practices.

13. **Full payment must be made within 30 minutes of the completion of the auction in cash, credit card, or certified funds only.** A bill of sale will be furnished once payment has been made.

14. All bidders must have a bidding number for their bid to be counted as valid.

15. The use of NYS, NYS Canals or NYS Thruway Authority seals or insignias on private vessels is prohibited.

16. The winning bidder will be required to obtain a fee waived Canal Corporation Work Permit prior to any on site repairs or dismantling of the vessel. The form of the Work Permit, with its guidelines, terms and conditions, is enclosed for review. The issuance of the Work Permit will be made by, and any questions related thereto should be directed to, the Eastern Division Permit Coordinator, Mr. Garret R. O'Connor P.L.S. at (518) 471-5033.

17. Pursuant to the New York State Public Officers Law, all NYSTA/CC employees, their spouses and any children, stepchildren, siblings, parents or grandparents are prohibited from bidding upon or owning the VESSELS either directly or through the use of an agent or other third party. In addition, employees other than the Director of Purchasing or designee shall not disclose to any non-employee any information that they obtain regarding the VESSELS, other than such information that is to be made publicly available to all bidders or that must be disclosed to NYSOGS and its auctioneer to perform the auction of the VESSELS.

## Insurance Requirements

The Bidder, within 48 hours of the close of the sale, shall provide to The People of the State of New York, NYSTA/CC, Certificates of Insurance evidencing compliance with all requirements contained in this Insurance Requirements document. Such Certificates shall be of form and substance acceptable to NYSTA/CC. Acceptance and/or approval of Bidder's insurance does not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities identified herein.

All insurance required by NYSTA/CC herein shall be obtained at the sole cost and expense of the Buyer; shall be maintained with insurance carriers licensed or authorized by the New York State Department of Financial Services to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by NYSTA/CC; shall be endorsed to provide written notice be given to NYSTA/CC at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies to the New York State Thruway Authority, 200 Southern Blvd. Albany, NY 12209, which notice, evidenced by return receipt of United States Certified Mail; and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 or its equivalent).

The Bidder shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by NYSTA/CC. Such approval shall not be unreasonably withheld. The Bidder shall require that any subcontractors they hire carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Buyer shall cause all insurance to be in full force and effect as of the date of the purchase and to remain in full force and effect throughout the term of Buyer's removal of the property from the site (i.e., the New York Canals, Waterford Section Dry Dock, 200 Davis Avenue, Waterford, New York 12188). The Bidder 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.

Not less than thirty (30) days prior to the expiration date or renewal date, the Buyer shall supply NYSTA/CC updated replacement Certificates of Insurance, and amendatory endorsements.

The Bidder, throughout the term of its removal of the property from the site, or as otherwise required by the terms and condition of sale, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) Commercial General Liability Insurance with a limit of **not less than $2,000,000** each occurrence. Such insurance shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) Prior to the State's final acceptance of any bid to purchase the property , i.e., VESSELS, Bidder must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.) The Buyer shall notify the NYSTA/CC, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, a US Longshore and Harbor Workers Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by NYSTA/CC.

c) Comprehensive Business Automobile Liability Insurance with a limit of **not less than $2,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

d) Environmental Liability Insurance with a limit of not less than $2,000,000 each occurrence.

Waiver of Subrogation. Bidder shall cause to be included in each of its policies a waiver of the insurer's right of subrogation against NYSTA/CC, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Bidder waives or has waived before the casualty, the right of recovery against NYSTA/CC or (ii) any other form of permission for the release of NYSTA/CC.

Bidder acknowledges that failure to obtain any or all required insurance on behalf of NYSTA/CC, as specified herein, constitutes a material breach of terms and conditions of the auction/sale and subjects Bidder to liability for damages, indemnification and all other legal remedies available to NYSTA/CC, which legal remedies include—by way of example but not limitation—the cancellation of the sale.

## Iran Divestment Act

By submission of a winning bid for the purchase of a VESSEL, and upon the State's acceptance of such winning bid, the Bidder has entered into a contract for the purchase of an item of such surplus property (the "Contract"), and hereby certifies that Bidder is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list (the "Prohibited Entities List"), which list is posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf; and further certifies that Bidder will not utilize in connection with such Contract any subcontractor that is identified on the Prohibited Entities List. Bidder also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before NYSOGS may approve a request for Assignment of the Contract.

During the period following the State's award of the sale to Bidder, i.e., during the period agreed upon by the parties for Bidder's removal of the property purchased, should NYSTA/CC receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSTA/CC will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then NYSTA/CC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Bidder in default.

NYSTA/CC reserves the right to pursue a cancellation of the sale to the Bidder should Bidder appear on the Prohibited Entities List hereafter.

## — Bidder's Acknowledgment —

The undersigned, a Bidder at the NYSOGS auction of surplus property for the THRUWAY AUTHORITY/CANAL CORP (i.e. VESSELS and related parts), does hereby acknowledge receipt of the

**Seller's Disclosure/Bidders Acknowledgment of Terms, Conditions, and Other Requirements Pertaining to the Sale of NYS Surplus Property: THRUWAY AUTHORITY/ CANAL CORP VESSELS**

I hereby accept the foregoing disclosures as bearing upon my purchase of the subject surplus property. If I am acting in this transaction as an agent or employee of another individual or entity, I also acknowledge that I have authority to act in this matter on behalf of such other individual or entity, and that my acceptance of these disclosures is in this capacity and is binding upon the others I represent.

_____
*(Sign above)*

By:_____
*(Print Name & Bidder No.)*

For:_____

Date:_____, 2015

**Permit No. C2W15xxxx**

## New York State Canal Corporation

# CANAL WORK PERMIT

| | | | |
|---|---|---|---|
| Permit No. | C2W15xxxx | Exp. Date | *60 CALENDAR DAYS OF SALE DATE* |
| App. Fee | N/A | CPM No. | **CPM-E-3** |
| Permit Fee | N/A | Cl Sta. | **20500** |
| Total Recd | N/A | Side | **N/A** |
| Tn/Vil/Cty | | Parcel No. | **44_2** |
| County of | | Buoy No. | **N/A** |

Permittee **BUYER**
Address
Tn/Vil/Cty
State Zip
Tel No.

Under the provisions of the Canal Law, PERMISSION IS HEREBY GRANTED to the Permittee to

**ENTER ON TO NEW YORK STATE CANAL PROPERTY TO REMOVE ITEMS AS AWARDED VIA AUCTION,**

as set forth and presented in the attached application: at the particular location or area as stated herein in accordance with any plans or maps, hereto attached, and pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; all of which form part of this permit.

**CONDITIONS AND REGULATIONS:**

1. **NOTICE - IT IS ABSOLUTELY NECESSARY THAT THE PERMITTEE NOTIFY, MATT WALSH OF THE NYS CANAL CORPORATION, AT PHONE NUMBER (518) 237-0613 OR (518) 369-0677, BEFORE WORK IS STARTED AND UPON COMPLETION.**

2. No right, title, ownership or interest of any kind in Canal property is granted by this permit. In addition, the Canal Corporation retains the right to make changes or additions to the Conditions and Regulations of this permit; and that such additions and changes shall form a part of the Permit heretofore issued and shall be complied with immediately.

3. This permit shall not be subleased, assigned or transferred. (Any attempt to sublease, assign, transfer or convey the authority granted to perform described work as stated above will be considered an automatic revocation of this Permit.)

4. Permittee is responsible to perform the work authorized herein in compliance with any and all applicable federal, state, and local laws, ordinances, codes, rules and regulations. Permittee shall not make any alterations, excavations, modifications or improvements of any kind to the work/use authorized by this Permit without the written permission of the New York State Canal Corporation. Permittee is responsible for obtaining all required permits from federal, state and local agencies, such as the U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, etc.

5. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property. The Permittee shall maintain the lands, buildings and/or other structures in a neat, clean, and sanitary condition and shall be in compliance with all State and local building, zoning and health rules and regulations. The Permittee shall notify the Canal Corporation immediately of any unsafe or hazardous conditions.

6. The New York State Thruway Authority and the Canal Corporation, its agents, employees and contractors, shall at all times have the right of entry upon the property defined by this Permit to perform whatever duties are deemed necessary and Permittee hereby agrees to allow representatives or agents of said Authority/Corporation to inspect the work authorized herein during reasonable business hours.

7. Insurance and fees: The Permittee agrees to provide a certificate of general liability insurance in the amount of (combined property damage and/or bodily injury, including death) single limit per occurrence for the protection of the Permittee, the People of the State of New York, the New York State Canal Corporation, and the New York State Thruway Authority, as additional insured. General liability insurance is to be provided by an insurance company licensed in New York State. The insurance company is required to provide thirty day written notice of cancellation to the Canal Corporation. Fees are to be made payable to the *New York State Canal Corporation* by check, bank cashier's check or money order.

8. It is understood by Permittee that no liability of any kind shall attach to or rest upon the Canal Corporation for any damage on account of the granting or revocation of any Permit. Permittee therefore undertakes and agrees to indemnify and save harmless the NYS Canal Corporation, the NYS Thruway Authority, its officers or employees from any and all liability, claims, demands and recoveries arising out of the negligence or use of the property by the Permittee or its representatives or agents.

9. The Permit hereby granted will terminate but it may be revoked by the Canal Corporation at any time if it is determined that the Permittee is not in compliance with all the provisions hereof or if it is determined that the permitted use is no longer consistent with the operational needs of the Canal Corporation, whereupon the Permittee shall promptly discontinue operations under the same. Upon revocation, it will be the Permittee's duty to remove all structures and facilities from Canal property at the Permittee's expense. If the Permittee fails to remove same in a timely manner after reasonable notice, the Canal Corporation will do so and the reimbursement of the costs thereof will be the responsibility of the Permittee. Permittee will also be liable for any legal costs incurred by the Canal Corporation in collecting such reimbursement.

10. Any continued use and occupancy of Canal lands, after the work hereunder is completed, will require a Use and Occupancy Permit or a lease agreement with the Canal Corporation.

11. If any of the provisions of this Permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

12. The Canal Corporation reserves the right to issue more than one Permit for any one location.

13. In addition to the above listed standard conditions, this permit is also subject to the special conditions listed below as/if applicable under, "OTHER CONDITIONS," which are hereby incorporated into this document up to the notation of, "END OF OTHER CONDITIONS."

OFFICIAL SIGNATURE: _____ Date _____
Division Canal Engineer

THIS PERMIT IS NOT VALID UNTIL IT IS APPROVED AND SIGNED BY THE DIVISION CANAL ENGINEER

**OTHER CONDITIONS:**

1. **PERMITTEE SHALL COORDINATE REMOVAL ACTIVITY WITH MATT WALSH, WATERFORD SECTION SUPERINTENDENT, AT (518) 237-0613 OR (518) 369-0677.**

2. **OCCUPATION OF NYSCC PROPERTY IS LIMITED TO THE NORMAL WORKING HOURS OF THE WATERFORD FACILITY.**

3. **PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING THEIR OWN POWER SOURCE OR PURCHASE A POWER METER FROM THE CORPORATION. ELECTRIC RATES WILL BE BASED ON NYSERDA'S PUBLISHED RATES FOR COMMERCIAL USE.**

4. **PERMITTEE SHALL EMPLOY NYSCC APPROVED CONTAINMENT PROCEDURES TO CAPTURE, COLLECT AND PROPERLY DISPOSE OF SANDBLASTING, PAINT WASTE, ETC.**

5. **THE ITEM SHALL BE REMOVED WITHIN 60 CALENDAR DAYS OF SALE DATE. IF THE VESSEL IS NOT REMOVED WITHIN THE 60 CALENDAR DAYS, OWNERSHIP WILL REVERT BACK TO THE NYSTA/CC WITH NO FINANCIAL REIMBURSEMENT, REFUNDS OR ANY OTHER COMPENSATION GIVEN TO THE BUYER.**

**END OF OTHER CONDITIONS**