



**On-Call Electrical Services &
Pier 40 Sports Field Perimeter
Lighting Replacement
Request for Proposal (RFP)
Project/Contract #M5096
Questions & Answers
July 23, 2019**

PLEASE NOTE: **Questions** are presented below in **bold**, with *answers* from the Trust in *italic*.
Similar questions are answered only once.

1.) Would like to confirm that Permits are not required?

The Trust is not aware of any permit required for the Pier 40 Sports Field Perimeter Lighting Replacement project; however, if a permit is required for this project or other on-call services identified by the Trust pursuant to this Contract, then the Contractor would be obligated to obtain such permits as required by Part II, Article I, Section 7 of the Contract.

2.) Onsite storage will be provided for tool chest and material storage?

Yes, the Trust has on site storage that will be provided for the Pier 40 Sports Field Perimeter Lighting Replacement project. The Trust may provide storage space for on-call services to the extent that such storage space is available and would not hinder Trust operations.

3.) Insurance requirements listed some coverage that is not applicable, liquor liability, flood insurance, Marina Operator, Cyber etc.; can we some clarity on the requirements?

Please see attached APPENDIX D to the Contract Draft for updated insurance requirements.

4.) The pricing for Standard Work Crew are the hourly rates per hour per crew or per Man Hour?

The pricing for Standard Work Crew as set forth in the RFP Fee Schedule should be provided as hourly rates per man hour.

5.) Is the removal of conduits included in the scope of work?

No, removal of the main conduits or wires is not part of the scope of work. If the conduits are determined to be defective and deemed necessary to be changed, the cost will be determined and paid as a change order.

APPENDIX D
INSURANCE

- a) Upon the execution date of the Contract or as of the date indicated in a “Notice to Proceed”, the Contractor shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix D. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Appendix D.
- b) All insurance required by this Appendix D shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, and the New York City Department of Parks and Recreation. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Contractor shall require that any subcontractors or sub-subcontractors that perform work for the Contractor under this Contract in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.
- e) Contractor shall cause all insurance to be in full force and effect as of the execution date of the Contract, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Contract and as further required by this Appendix D. Contractor 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 Contractor or its respective subcontractor(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such insurance policies; notice shall be sent, via express or certified mail to:

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

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.

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

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

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

i) Contractor, throughout the Term of the Contract, or as otherwise required by this Appendix D, 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 D, 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 **Two Million Dollars (\$2,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per

location basis. If the Contractor's work includes construction activities of any kind, then the Contractor must include a completed Acord 855 NY form when providing evidence of insurance.

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

(3) Workers Compensation, Employers Liability and Disability Benefits Insurance at statutory limits as applicable to the Contractor's operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.

- i. The NY State Workers Compensation Board guideline regarding these requirements is available at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
- ii. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- iii. If the Contractor is not a NY State based business, then the Contractor must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

The Trust and the Contractor shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss, and each party shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance proceeds. Contractor's obligations as set forth in this Appendix D shall survive the expiration or earlier termination of the Contract.