Town of Hamburg, New York

Request for Proposals for Professional Services
Town of Hamburg Marina Feasibility Study
January 2021

Minority- and Women-Owned Business Enterprises are encouraged to respond

The Town of Hamburg is seeking the services of a qualified firm to study and report on the feasibility of establishing a safe harbor marina with docking facilities along the Lake Erie waterfront.

Interested Consultants must submit their proposal to:

Ms. Cathy Rybczynski
Town Clerk
Town of Hamburg, New York
6100 South Park Avenue
Hamburg, New York 14075

Proposals are due on or before March 1st, 2021

The Town of Hamburg reserves the right to reject all proposals if deemed to be in their best interest. The Town of Hamburg also reserves the right to amend this Request for Proposals based on questions and issues raised during the conduct of this solicitation. Any cost incurred while preparing the proposal will not be reimbursed by the Town of Hamburg.

Proposals are to be submitted in accordance with the Instructions and Conditions identified in the subsequent pages. All questions shall be submitted in writing to:

Ms. Cathy Rybczynski
Town Clerk
Town of Hamburg, New York
6100 South Park Avenue
Hamburg, New York 14075

Phone: (716) 649-6111 x2360
Fax: (716) 646-1384
Email: townclerk@townofhamburgny.com

Enclosures: RFP Instructions and Conditions, Attachments A & B
Town of Hamburg, New York
Request for Proposals
Professional Services
Town of Hamburg Marina Feasibility Study

Instructions and Conditions

The Town of Hamburg, New York is requesting proposals from qualified firms to prepare the Town of Hamburg Marina Feasibility Study. The findings and recommendations identified in the Town of Hamburg Marina Feasibility Study must be consistent with the policies of the approved Town of Hamburg Local Waterfront Revitalization Program (amended in 2012).

[1] Project Background

The Town of Hamburg was awarded an EPF LWRP grant to procure the necessary professional services to prepare the Town of Hamburg Marina Feasibility Study which will identify potential location(s), design(s), cost estimates, market study, and sustainability plan for the development of a safe harbor marina with docking facilities along the Town of Hamburg Lake Erie shoreline. The general location for the potential marina is illustrated in Attachment A – General Location Map. Please note that the project tasks required to be completed as part of this RFP are highlighted in the contractual work plan illustrated in Attachment B. The total budget for the development of the Town of Hamburg Marina Feasibility Study is $85,000.00. The NYS Department of State (DOS) will monitor the management of the grant and the development of the project.

The consultant or consultant team to be procured by the Town of Hamburg must comply with all relevant terms and conditions of the Town of Hamburg contract with NYS Department of State (DOS). Pursuant to NYS Executive Law Article 15-A and 5NYCRR Parts 142-144, for the purposes of this procurement, the DOS establishes an overall goal of 30% for Minority and/or Women-Owned Business Enterprises (MWBE) participation to the development of this project. Other requirements are reflected in Attachment B.

[2] Consultant Qualifications

The applicant must be a consultant or consultant team with documented expertise in planning, engineering, and the development of marinas. DOS requires that any design specifications for safe harbor structures be certified by a licensed professional engineer or architect, and the appropriate seal must be affixed to these documents. The applicant must also demonstrate ability to work with the members of the Project Advisory Committee and to explain the findings and recommendations of the study to an uninformed public, during a public information meeting.

[3] Proposal Content

Applicants should submit proposals that demonstrate a clear understanding of the project’s goals, proposed project team, qualifications, and relevant experience.
The proposal must include the following:

i. Five (5) bound proposals delivered to: Ms. Cathy Rybczynski, Town Clerk, Town of Hamburg, New York, 6100 South Park Avenue, Hamburg, New York 14075

ii. A cover letter attached by an officer empowered by the firm to sign such material and thereby commit firm to obligations contained in the proposal

iii. Capabilities: Identify overall capabilities of the firm, including major disciplines or areas of practice, staff size, and significant equipment resources

iv. Qualifications and Experience: Provide a listing of similar projects with reference contact information for each project listed

v. Organization and Management: Provide an organizational chart of all people proposed to be employed on this project; Include resumes for each person and a listing of similar projects they have had a direct involvement in

vi. Insurance: Provide documentation of the firm’s insurance coverage

vii. Description of each project component

viii. Team members assigned to each project component

ix. Timeline for completion for each project component

x. Description of the work completed by MWBE certified team members

xi. Target date for the public information meeting

xii. Target dates for completion of the draft and final reports

xiii. Itemized costs for completion of each project component


Selection criteria will be determined by the Town of Hamburg based on the items identified above in section [3] Proposal Content. The top three (3) applicants will be subject to an interview. Please note that DOS must approve all consultants and subcontractors. Additionally, the selected consultant must submit a COVID-19 compliance plan that meets all current federal, state and local requirements. The selected consultant shall evaluate and implement future requirements as necessary. If federal, state and/or local requirements require delay or postponement of work because of COVID-19 protocols, the selected consultant will not be due additional mobilization compensation.

[5] Schedule for Proposals Submission, Review and Award

  i. Proposal Due Date  
    March 1st, 2021

  ii. Proposal Review Period Ended  
    March 12th, 2021

  iii. Interviews Completed  
    April 1st, 2021

  iv. Selection of Consultant  
    April 12th, 2021

  v. Contract Award  
    May 1st, 2021
Attachment A - General Location Map: Town of Hamburg Marina Feasibility Study
Attachment B: Work Plan

The highlighted sections of the work plan identified below are included in the Town of Hamburg contract with NYSDOS and will serve as the scope of work for this RFP.

1. Project Description

The Town of Hamburg will develop a marina feasibility study for the revitalization of its shoreline, which will include the existing boat launch at Town Park, potential marina locations, and surrounding areas. This project will advance the Town's Local Waterfront Revitalization Program goal of improving recreational boating amenities and public access to Lake Erie. Study components will include evaluation of sedimentation, review of existing and historical shoreline, coastal modeling, marina feasibility, conceptual designs, market study, and environmental impact assessment.

The town will procure professional design and engineering consultant services for the preparation of the Marina Feasibility Study as well as project management and strategic planning services. The local match will be a combination of cash from the town’s general fund for contractual services and in-kind services provided by Town employees and volunteers to assist in the preparation of the Study.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. All final and public facing materials must include the Department of State logo and the following acknowledgment:

"This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number C1001321, indicated on the Face Page of this Contract, and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one digital copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted
- Electronic data for all Geographic Information System-based mapping products and associated spatial data must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information
• Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format
• Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo’s GPS location where available)

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary. Copies of task products must be submitted to the Department.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee. Copies of task products must be submitted to the Department.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Procurement of Consultant

The Contractor shall draft a Request for Proposals (RFP) or similar instrument, including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP or
similar instrument to the Department for review and approval prior to release for solicitation of proposals. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program. Copies of task products must be submitted to the Department.

Products:  Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means.

Task 4:  Consultant Selection and Compliance with Local Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response
- Understanding of the proposed scope of work
- Applicability of proposed alternatives or enhancements to information requested
- Cost-effectiveness of the proposal
- Qualifications and relevant experience with respect to the tasks to be performed
- Reputation among previous clients
- Ability to complete all project tasks within the allotted time and budget
- Ability to satisfy MWBE requirements

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration. NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Contractor fully complied with applicable provisions of General Municipal Law and with local procurement procedures. The Contractor's procurement record and consultant selection are subject to approval by the Department. Copies of task products must be submitted to the Department.

Products:  Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5:  Subcontract Preparation and Execution

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in Attachment C of this contract. The Contractor shall incorporate the Department’s comments on the subcontract work plan, or scope of services,
prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1. Copies of task products must be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

**Task 6: Second Project Meeting**

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary. Copies of task products must be submitted to the Department.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements reached.

**Task 7: Site Reconnaissance**

The Contractor or its consultant(s) shall delineate and map the project study area along the Lake Erie shoreline in the Town of Hamburg and conduct site reconnaissance including, at a minimum:

- Review of regional and local sediment transport, sedimentation patterns, and shoreline changes
- Analysis of wave climate and storm events, and their impacts on shore morphology within the study area
- Identification and review of any additional processes that may impact or be impacted by the development of a safe harbor marina within the study area
- Inventory of natural resources within and adjacent to the study area
- Review of existing information about the past and present adjacent land use to identify possible sources of contamination
- Review of existing information about the archeological importance and sensitivity of the study area
- Review of existing information about submerged obstacles to navigation and site visit to make observations of potential physical evidence
- Review of existing jurisdictions over navigable waters and under water lands

Copies of task products must be submitted to the Department.

Products: Collected data, maps, and written findings.

**Task 8: Sediment Transport Models**

The Contractor or its consultant(s) shall develop models of sediment transport within the study area and estimate the impact of the safe harbor marina structures on sedimentation patterns and rates, downdrift erosion, potential dredging and dredged material placement needs and other potential issues.

Copies of task products must be submitted to the Department.

Products: Collected data, maps, and written findings.
Task 12: Public Information Meeting

Product: Written consultation recommendations

The consultation recommendations shall be submitted to the Department by the consultant (s) for public information. The Department will then provide feedback on the recommendations and the consultant(s) shall prepare a summary of the feedback and any other relevant information.

Task 11: Consultation Requirement Analysis

Product: Conceptual designs, costs estimates, and alternatives

The conceptual designs shall include the following:

- Essential management needs including multi-use connectivity, recreation, and bypass
- Existing uses of the river
- Impacts of conceptual design on habitat levels, and
- Best management practices to be employed to avoid or reduce water quality impacts

The conceptual designs shall consider the following:

- Design, construction, and operation requirements shall be submitted to the Department by the consultant(s) for public information. The Department will then provide feedback on the designs and the consultant(s) shall prepare a summary of the feedback and any other relevant information.

Task 10: Conceptual Designs and Cost Estimates

Product: Written due diligence report of the findings and recommendations

The due diligence report shall include the following:

- Required and unexpected sources from vessels into those waters is prohibited. Copies of such products must be submitted to the Department.
- A discharge zone (NZ), as defined in the Environmental Protection Act 1992, applies to the discharge of products.
- A discharge zone (NZ) applies to the discharge of products into the waters.
- The Department may request that a new report be prepared for the purpose of re-evaluating the potential impacts of the design. The report shall be submitted to the Department by the consultant (s) for public information. The Department will then provide feedback on the report and the consultant (s) shall prepare a summary of the feedback and any other relevant information.

The consultant (s) shall identify the regional trends in recreational boating and the potential impacts of the proposed designs on the water quality.
In consultation with the Department, a public information meeting shall be conducted to solicit public input on the findings of the site reconnaissance, market demand analysis, and conceptual designs. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment. Copies of task products must be submitted to the Department. Products: Public information meeting held. Minutes/Summary of meeting prepared including any presentations or handouts and submitted to the Department.

Task 13: Public Marina Feasibility Study

The Contractor or its consultant(s) shall prepare the Marina Feasibility Study, a final report incorporating the findings of each of the previous tasks, addressing the public input from the public information meeting and any other comments received from other stakeholders, and a detailed assessment of the environmental and economic impacts of the proposed safe harbor marina. The document shall be provided to the Department for review and approval. Copies of task products must be submitted to the Department.

Products: Public Marina Feasibility Study

Task 14: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor’s written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 15: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.
Products: Completed project status reports submitted to the Department during the life of the contract.

Task 16: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to the Department.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- Will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department
- Will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants
- Will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law
- Will receive approval from the Department for any and all consultant subcontracts before beginning project work
- Will be responsible for submission of all products, M/WBE forms, and payment requests including backup documentation
- Will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public
- Will keep the Department informed of all-important meetings for the duration of this contract
- Will receive approval from the Department before purchase of any equipment
- Will secure all necessary permits and perform all required environmental reviews
- Will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project
- Will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # C1001321 as indicated on the Face Page of this contract
- Will ensure the project objectives are being achieved
- Will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work
- Will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable
- Will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies; The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects
The Department:

- Will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s)
- Will participate in initial project initiation meeting and subsequent meetings that are important to the project
- Will review all draft and final products and provide comments as necessary to meet the objectives
- Must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin
Insurance Requirements

Insurance Requirements and Instructions pertaining to the Town of Hamburg regarding:

Marina Feasibility Study RFP

1. GENERAL PROVISIONS

As to all required insurance:

1.1 The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the Town’s approval prior to Town’s signing of contract(s).

1.2 “Certificate Holder” shall be Town of Hamburg at the address of 6100 South Park Avenue, Hamburg, NY 14075.

1.3 Coverage must comply with all specifications set forth herein.

1.4 All insurance documents must be executed with authorized signatures.

1.5 The Contractor’s required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. A copy of such endorsement(s) must be furnished to the Certificate Holder.

1.6 Failure of the Town to object to the Contractor’s failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor’s obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Town any duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.

1.7 The Contractor’s liability and indemnification of the Town shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the Town’s requirements. Any approval by the Town of such insurance coverage shall not be construed as accepting any way the deficiencies in the Contractor’s insurance coverage.

1.8 In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Town and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.

1.9 When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the Town with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.

1.10 The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Town in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the Town is named additional insured on the subcontractor’s liability policies according to the same requirements as described in Section 2.1(b).

1.11 The Contractor shall disclose to the Town any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.

1.12 The Town reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage.

1.13 The Contractor’s liability coverage must not contain any exclusions or restrictions of coverage for claims involving New York Labor Law, Employer’s Liability, third party over actions, or equivalent.
2. LIABILITY INSURANCE

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

.1 COMMERCIAL GENERAL LIABILITY

(a) Occurrence based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the CONTRACTOR:

- General Aggregate $2,000,000
- Products & Comp/Op. Aggregate $2,000,000
- Personal & Advertising Injury $1,000,000
- Each Occurrence $1,000,000
- Fire Damage (any one fire) $50,000
- Med. Expense (any one person) $5,000

(b) Additional Insured: Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as additional insured on a primary and non-contributory basis:

"Town of Hamburg and its employees, authorized volunteers, committee members and board members."

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the Town with the Certificate of Insurance.

(c) Products & Completed Operations coverages must be maintained in force for a minimum of three (3) years following Final Completion of the Project.

(d) Waiver of Subrogation: To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the Town.

(e) If the Contractor's work on this project in any way involves the use of unmanned aircraft, the Contractor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project.

(f) If the Contractor's work on this project involves handling or disturbance of asbestos or other hazardous materials, the Contractor shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both ongoing operations and products & completed operations, at limits not less than:

- General Aggregate $6,000,000
- Each Occurrence or Incident $6,000,000

(g) The Contractor may achieve the required limits and coverage for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Asbestos Abatement Liability (if applicable) through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required.
under Section 2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.2 AUTOMOBILE LIABILITY INSURANCE
Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

- Combined Single Limit $1,000,000

See Section 2.1(b) above for additional insured requirements applicable to Automobile Liability insurance.

.3 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

- Each Occurrence $5,000,000
- Aggregate $5,000,000

See Section 2.1(b) above for additional insured requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

.4 PROFESSIONAL LIABILITY: If the contractor's work on this project involves rendering professional services, including but not limited to preparing and/or approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications, or giving directions or instructions, or supervisory, inspection, architectural or engineering activities, the Contractor shall provide Professional Liability coverage for the Contractor's errors, omissions, and negligent acts arising from the performance of the Contractor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

- Each Occurrence/Claim $2,000,000
- Aggregate $4,000,000

.5 DATA BREACH/CYBER LIABILITY
- Each Occurrence/Claim $250,000

3. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,
Coverage as required by New York State statutory limits.

4. NEW YORK DISABILITY (NYDBL)
Coverage as required by New York State statutory limits.