



**On-Call General Contractor Services for Maintenance, Repair, and Emergency Services at
Various Waterfront, and Potentially Upland, Sites RFP
Project #11771 / Contract #117710001
Questions & Answers
July 13, 2026**

In connection with the **Request for Proposals** relating to the **Waterfront and Potentially Upland General Contractor Services RFP** released by NYCEDC on **June 22, 2026**, the questions from potential Respondents and answers provided by NYCEDC are below.

- 1. Q: To explore potential teaming opportunities, would you be willing to share a list of the prime bidders for this project?**
A: This is a request for proposals, not an invitation for bids. Accordingly, respondents to this solicitation are proposers and not bidders. An active list of respondents is not available; entities interested in being listed as potential subcontractors or suppliers for prime respondents to this RFP can input their contact information [here](#), which will generate an entry on the list linked [here](#).
- 2. Q: Please confirm that the NYCEDC and/or its Engineer of Record (“EOR”) will remain responsible for obtaining USACE, NYS DEC, and other major regulatory permits required for the Project, while the contractor remains responsible for business related permits/licenses.**
A: NYCEDC will generally be responsible for obtaining project-specific regulatory permits required for a particular work assignment, including permits from agencies such as USACE and NYSDEC, unless otherwise specified in the work order. The Contractor shall be responsible for obtaining and maintaining all licenses, registrations, certifications, and other permits necessary to conduct its business and perform the assigned work.
- 3. Q: Are there specific insurance requirements for each location/work order, or are the insurance requirements listed in the section “Selected Contract Terms and Requirements” and/or Article 6.3.9 of the Service Contract form of agreement all that is required? Is Builder’s Risk Insurance required for work orders? Is Marine Protection and Indemnity required when barges are being utilized? Is USL&H and/or Jones Act endorsements required? Would there be any type of Railroad Protective Liability Policy required? This information is needed as it is our understanding that the labor rates proposed by the Contractor are to be “fully loaded” inclusive of all insurance costs.**
A: The insurance requirements listed in the RFP and linked Contract Draft may not be the final Contract’s insurance requirements, but are expected to be largely consistent with that final document. Builder’s Risk may be required for certain work orders. Marine Protection and Indemnity insurance may be required, as well, where applicable (i.e., floating equipment is utilized), as may Railroad Liability (i.e., if work is being performed on or adjacent to tracks).

4. Q: What are the as-built requirements? Are redline drawings acceptable or do new CAD files need to be provided? If so, will the Contractor receive the CAD base files?

A: As-built requirements will be determined on a project-by-project basis. For most assignments, marked-up redline drawings documenting the work performed will be acceptable; however, NYCEDC may require electronic CAD as-builts for certain projects. Where CAD deliverables are required, available base files will be provided to the Contractor when appropriate.

5. Q: What is the intention of providing a proposal if compensation is based on previously established hourly rates? How is the Contractor held to the proposal value provided?

A: The proposal would be establishing the hourly rates for anticipated labor positions. The Contractor will be held to these rates for any work performed over the course of the Contract.

6. Q: Part 1, Section D.2 refers to NYCEDC issuance of a NTP in accordance with Section H, which includes information related to Worker Identification. Please confirm this should also reference an NTP as per Section E (not H)?

A: Please refer to Addendum #1 to this RFP, issued on July 13, 2026.

7. Q: While it is clear that a factory acceptance test ("FAT") for any equipment is the responsibility of the Contractor, it is not clear who is responsible for Special Inspections and/or QA inspections such as weld testing, concrete/rebar inspection, concrete cylinder/grout breaks, compaction testing, etc. Who is responsible for those items?

A: NYCEDC will determine the inspection requirements for each project assignment. Unless otherwise stated in the work order, NYCEDC reserves the right to retain Special Inspection and quality assurance testing services directly. If inspection services are required to be provided by the Contractor, such requirements will be clearly identified in the applicable work order.

8. Q: Part 1, Section L.3 states that the NYCEDC can reject any of the Contractor's work to be unacceptable at any time. Can this be redacted or edited so that the rejection is based on a metric or a code vs. an opinion?

A: NYCEDC reserves the right to leave this language as-is, but can consider editing or adding nuance to the language in the final Contract (Respondents can propose an edit in their proposal submission). It is anticipated that work would only be rejected if it deviated from expectations established between NYCEDC and the Contractor.

9. Q: Please confirm that NYCEDC will maintain "generator status" of any existing hazardous materials encountered and will sign disposal manifests as such.

A: Hazardous materials management requirements, including generator status and manifest execution responsibilities, will be determined on a project-specific basis and in accordance with applicable federal, state, and local regulations. Such requirements will be communicated to the Contractor within the applicable work order or project-specific specifications.

10. Q: Please confirm what “license” is being referred to relating to underwater welding? Is there a specific certification that is being required?

A: NYCEDC is not requiring a specific governmental license for underwater welding. Any personnel performing underwater welding services must possess all certifications, qualifications, and training customarily required by applicable industry standards and regulations for the work being performed.

11. Q: Are three (3) DOB-licensed construction superintendents required for the Project? Being a marine focused work order contract, the majority of the work is expected to be exempt from NYC DOB jurisdiction.

A: Please refer to Addendum #1 to this RFP, issued on July 13, 2026. No; NYCEDC recognizes that many waterfront and marine assignments performed under this Contract may not fall under NYC DOB jurisdiction. Respondents should demonstrate access to qualified supervision appropriate for the anticipated scope of work. DOB-licensed Construction Superintendents will only be required for project assignments where such licensure is required by applicable law or permitting authority.

12. Q: The M/WBE section includes a M/WBE/DBE Subcontractor Participation Plan. Please confirm that this is to be submitted for specific work proposals, as it is not possible to determine either the value or the types of subcontracting services needed with this type of “On-Call” Contract.

A: Please follow all directions in the RFP – while specific dollar values for each contemplated subcontractor cannot be provided by a Respondent at this time, Respondents should list the subcontractors that they anticipate using for which trades, and their commitment to meeting the M/WBE goal, in the M/WBE Narrative Form. It is anticipated that the M/WBE Participation Plan will be revised and provided with the addition of subcontractors for specific work orders over the Contract Term.

13. Q: Are the Community Hiring Goals applicable to the marine work scope of this project, or just any upland building work? Is it across all trades or specific to “building services”, which includes what type of work? As per Part 1, the NYCEDC prefers union labor but what if there is insufficient union labor in the local community?

A: The Community Hiring Goals are applicable to the entire Scope of Services for any building services work, inclusive of any trade work performed on the exterior or interior of a building. Regarding the preference for union labor communicated in the RFP – if there is insufficient union labor in the local community, then the Contractor must articulate that specific instance of insufficient labor for NYCEDC’s consideration.

14. Q: The section “Selected Contract Terms and Requirements”, under Contract Suspension and Termination, NYCEDC reserves the right to suspend the work for up to 90 days, and any such postponement “shall not give rise to any cause of action for damages against NYCEDC or the City...” Please confirm that should work commence on a Work Order which is subsequently suspended, all direct and indirect costs incurred to complete that Work Order will be fully compensable such as demobilization/remobilization, rented equipment, material orders, etc., including should the work be terminated for convenience.

A: That is correct, unless the work was initiated without authorization from NYCEDC, the City of New York, and/or their agents or representatives, or if the work performed up to that point was unsatisfactory or in violation of any federal, state, or local laws, rules, regulations, and/or guidelines.

- 15. Q:** Regarding equipment unit rates, these costs can vary significantly depending on the manufacturer and model. For example, the Bluebook rate for a Tadano ATF650XL-2 crane is approximately \$470 per hour, while the rate for a Liebherr LTM 1220-5.2 is approximately \$1,071 per hour. This same holds true for equipment such as barges, boats, pile hammers, compressors, welders, generators, pumps, etc. To ensure consistent and accurate pricing, can the NYCEDC specify the equipment models for which they would like rates to be provided? Alternatively, would NYCEDC consider compensating equipment based on Blue Book rates or should the Contractor add additional lines for each level of equipment that could possibly be needed (would be a very large amount of rates)?

A: NYCEDC defers to the Respondent to propose the specific equipment units the Respondent anticipates using in the event of Contract award, and the associated purchase and/or rental rates.

- 16. Q:** Under the Price Proposal Form, Section 1, it states to include incidental material to the hourly labor rates. However, Section 2 indicates that a 10% markup is allowed for parts and materials. Can NYCEDC clarify the distinction between incidental materials that must be included in the labor rates and the parts and materials that are eligible for the 10% markup?

A: Incidental materials are whatever equipment the Contractor does not delineate in II.D. of the Price Proposal Form, and could include things like handheld drills and screwdrivers, shovels, helmets, etc. Please see the sample pieces of equipment included in II.D. and make a judgment on what incidental materials would be.

- 17. Q:** Pg. 14, Required Qualifications and Experience – Regarding item #5, the base scope of this work does not appear to be governed by the DOB and in general marine specialty contractors do not staff DOB licensed superintendents. Please confirm this requirement can be removed and, if necessary, any DOB licensed superintendents can be provided by a subcontractor or service provider.

A: Please see the answer to Question #11, above.

- 18. Q:** Pg. 16, M/WBE Participation Goal – Regarding item #2, the scope outlined in this RFP is specialty work self-performed by marine contractors with services required to be rendered on an as-needed basis with emergency response times of 24 hours or less. As the qualification requirements apply to the prime contractor chosen for award, would NYCEDC consider reducing the overall M/WBE contribution of the project to 10% or applying the requirement only to the portion of work allocated to subcontractors?

A: No, the M/WBE goal is set for the Contract and the Contractor must meet this goal through subcontracting, unless the Contract itself is a City-certified M/WBE, in which case the goal attainment is automatically 100% of the Contract value.

19. Q: Regarding the hourly labor rates in the Price Proposal Form, the scope of this work is marine-based and generally marine specialty contractors are not signatory to upland trades (electricians, plumbers, landscapers, etc.). As the scope is currently undefined, as is the duration, schedule and value, it is difficult to find subcontractors to provide labor rates with availability that will be held for the next several years. Please consider removing the labor rate requirements for the following trades from the prime contractor's scope: mason, paver, carpenter, painter, roofer, electrician, plumber, landscaper. Additionally, please confirm that these scopes can be provided by subcontractors and invoiced by said subcontractors upon completion of their work. Additionally, please confirm that "mechanics" are to be priced as Local 14/15 Operating engineers and not a mechanic as provided by any other unions.

A: NYCEDC will not remove these labor rates from the fee schedule. Respondents should make their best effort to accurately price for the listed positions for all anticipated years of the Contract, memorialized in the five (5) tables in the RFP. If a Respondent determines that one or more upland positions cannot be priced at this time, then the Respondent should note that in their proposal submission with an explanation. NYCEDC has a preference for Price Proposal Forms that price out all positions for all tables. Regarding the question of whether any upland scope components can be provided by subcontractors and invoiced by said subcontractors upon completion of their work, that is correct – NYCEDC will only reimburse for services rendered, and it will be the Contractor's responsibility to submit invoice packages for its entire team for any given project assignment, including subcontractors. Regarding the question of whether "mechanics" are to be priced as Local 14/15 Operating engineers and not as mechanics as provided by any other unions, NYCEDC defers to Respondent to perform its own due diligence on what specific union labor may be utilized for any specific trades, to meet NYCEDC's preference for union labor.

20. Q: Community Hiring Rider Pg. 1 – As members of a collective bargaining agreement through the GCA please confirm that the registered apprentice programs administered by the various signatory unions comply with the hiring requirements outlined in the Community Hiring Rider. Additionally, would "building service requirements" be met by said apprenticeship programs?

A: Contractors that are signatories to a collective bargaining agreement are not required to violate the terms of that agreement in order to comply with Community Hiring requirements. Contractors using union labor remain subject to Community Hiring, but are not required to violate the terms of a collective bargaining agreement to meet those requirements. Participation in a registered union apprenticeship program, by itself, does not automatically satisfy the Community Hiring requirements. Rather, Contractors remain responsible for complying with the Community Hiring Rider – including making best efforts to achieve the applicable Community Hiring Goal and documenting those efforts – while continuing to operate in accordance with their collective bargaining obligations. EDC will identify the authorized Community Hiring Referral Sources that Contractors may work with to satisfy the Community Hiring requirements. These Referral Sources are part of a network maintained by the Mayor's Office of Talent and Workforce Development. If individuals referred through a union apprenticeship program qualify as Residence-Based Community Hires, then the Building Service Opportunity Labor Hours they perform will be

counted toward the applicable Community Hiring Goal. If an apprentice does not qualify as a Residence-Based Community Hire, their participation in the apprenticeship program alone would not make those labor hours creditable toward the goal.

21. Q: Community Hiring Rider – Please define what constitutes “building service work” as it pertains to this RFP.

A: Please see the answer to Question #13, above.

22. Q: Are there any performance or payment bonds required for this work?

A: These may be required for individual projects at NYCEDC’s discretion, but are not anticipated from the majority of small- to medium-sized projects (all under \$1,000,000).

23. Q: With regards to the M/WBE plan, specifically the M/WBE Participation Plan, how should we calculate the "awarded amounts" to subcontractors/vendors? By the nature of this RFP, we do not know the amount or type of work that is being proposed. The same question extends to the other items shown on this form such as "Total Award to Prime". For the purposes of the bid, what should we assume?

A: Please see the answers to Question #12 and Question #18, above.

24. Q: The M/WBE narrative requested asks us to list five (5) similar projects in size/scope to this RFP, but because this RFP being variable in nature please advise what size/scope we should be using when referencing past projects.

A: Respondents should list projects comparable in size and scope to a potential project assignment consistent with this RFP’s Scope of Services (i.e., multi-trade waterfront construction/renovation projects valued in the low millions of dollars).

25. Q: The equipment rates table has columns for owned equipment to escalate over the course of five (5) years, but not rented equipment. Rental equipment rates are also expected to increase over the span of this contract. Seeking clarifications if the rental equipment rates should instead be presented on a yearly basis as well?

A: Yes. Respondents should provide anticipated rental equipment rates for each applicable contract year, consistent with the approach used for labor and owned equipment rates, to account for anticipated escalation over the potential five-year contract term. The table included in the RFP for equipment rates is a template, and Respondents can modify it as needed to include information that accurately reflects rates for five (5) potential Contract years.

26. Q: The price proposal form states that the hourly rates we provide should be firm for the duration of the Contract. The contract is awarded for three (3) years, and then a potential to extend to a 4th and 5th year – are the same rates to be used for five (5) years? Every year, our union agreements go through contract renewals and the rates increase. Seeking clarification if the rates should instead be presented on a yearly basis.

A: Rates for all five (5) contract years should be included in the proposal and these rates are anticipated to hold for the life of the Contract. Respondents should consider annual cost increases associated with their labor rates and price their rates accordingly.

27. Q: Please advise if a rental rate must be included for each line of equipment on the proposal to be considered responsive. Certain specialty marine equipment that are not typically available for rent, for example we are unaware of a company that rents float stages.

A: Respondents should try to be as comprehensive as possible; proposals will not be deemed non-responsive if equipment rates for specialty equipment items are missing.

28. Q: Please confirm the rate for the tugboat rental is meant to represent a tugboat with crew to operate.

A: No, the crew would be memorialized in the tables for labor rates (per the RFP, Respondents should add job titles as needed if the sample ones are not comprehensive for the breadth of titles anticipated to be used by the Respondent to perform the Scope of Services). The tugboat itself should be priced in the equipment table.

29. Q: Should the survey boat and dive boat include the crew to operate in the equipment rental rate?

A: Please see the answer to Question #29, above.

30. Q: Please specify a specific size of the following types of equipment all bidders can price equivalent equipment: (a) Vibratory Pile Hammer; (b) Diesel Impact Pile Hammer; and (c) Land-Crane.

A: NYCEDC will not prescribe specific equipment models or sizes. Respondents should provide rates for the equipment configurations they reasonably anticipate utilizing to perform the Scope of Services. Equipment suitability and selection will remain the responsibility of the Contractor.

31. Q: Should pricing for the pile hammers include all accessories required to operate them and perform a pile driving operation, including but not limited to power packs, hydraulic hoses, clamps, jaws, etc.?

A: If these accessories are anticipated to be separately purchased or rented by the Contractor or its anticipated subcontractors, then yes.

32. Q: The RFP states that our work will be paid per the rates that are provided, but also that at the time of issued work orders proposals for the work will be requested. Please clarify how payment for work under this contract will be handled – time and materials (“T&M”) using provided rates, or on the basis of proposals that are presented at the time work orders issued?

A: Work will be reimbursed exclusively for services rendered. An individual work order for a project assignment should have a clear total up-to value, with the anticipate scope and trades listed, which will be supported by the hourly rates memorialized in Exhibit C of the Contract and consistent with the rates and information provided in the Price Proposal Form. Accordingly, work will be reimbursed on a T&M basis.

33. Q: Please clarify if the community hiring guidelines present in the rider provided apply to the maritime trades.

A: Please see the answer to Question #13, above.

34. Q: The RFP references both emergency and non-emergency calls. What is the purpose of including the T&M rates in this RFP's Price Proposal Form, as well as the cost proposal for an individual project assignment?

A: Please see the answer to Question #32, above. The Price Proposal Form will establish the rates for the Contract. Cost proposals for individual project assignments will include the Contract rates, and these cost proposals are intended to support the issuance of a work order – following a site walkthrough and, if applicable, an emergency event, the Contractor will assess the conditions and submit a work proposal to NYCEDC outlining anticipated labor, material costs, subcontractor costs, and other associated expenses. This allows NYCEDC to establish an internal budget for the project assignment. If necessary, the work order amount may be amended as work progresses.

35. Q: Will the submitted amount for the work proposal serve as a not-to-exceed cap?

A: Yes.

36. Q: Should the rates submitted in a proposal's Price Proposal Form include insurance costs, escalation factors, and other anticipated expenses?

A: Please see the answer to #25, above. Yes. Respondents should include any anticipated escalations, insurance costs, and other applicable expenses in their proposed rates, including the two optional one-year extension periods. Rates should reflect expected costs for the full potential term of the contract.