



TOWN OF NORTH HEMPSTEAD COMMUNITY DEVELOPMENT AGENCY
51 Orchard Street, Roslyn Heights, NY 11577

REQUEST FOR BIDS

LEAD SERVICE LINE REPLACEMENT PROGRAM - VARIOUS LOCATIONS

CONTRACT 001

Issued Date: April 12, 2021

Request for Information End Date: 2:00 PM, Tuesday, April 20, 2021

Bid Due Date: 2:00 PM, Tuesday, April 27, 2021

- Description:** As part of the New York States Clean Water Act of 2017, the Town of North Hempstead (the "TNH") was awarded a New York State Department of Health (NYSDOH) grant commitment for \$611,363 to assist home owners with replacing their residential lead water service lines with new copper service lines (the "LSLRP").

The Town of North Hempstead Community Development Agency (the "Agency") administrator of the LSLRP grant herein is requesting bids (the "RFB") from qualified contractors (the "Contractor") who shall perform the LSLRP work at various unplanned income eligible home owner properties (the "Customer") throughout the Town of North Hempstead in Nassau County New York.

Contractor(s) selected through this RFB will arrange to meet with Agency approved LSLRP Customers on an as needed basis. At the meeting, the Contractor and Customer will agree on the work and obtain approvals to do the work from water district, highway department and sometimes the building department. Following approvals for the work the Contractor will replace the Customers lead water service line with a new 1" copper service line. Upon completion of the work, the Agency will reimburse the Contractor for the work. The estimated cost per each Customer LSLRP ranges from \$3,000 to \$6,000. There is no guarantee as to the quantity of LSLRP Customer work; however, it is estimated approximately 90 or more lead service lines exist in the TNH and approximately 21 work orders can be released upon award of this contract.

Other Contractor LSLRP work and obligations include:

- Contractor and Agency entering into agreement so that the Agency can make reimbursements to the Contractor and Customer for the LSLRP work the Contractor performs at the Customers home.
- Identify and quantify Customers existing lead water service lines,
- Providing Agency with price for the Customers LSLRP work based on the selected Contractors Unit Price Bid.
- Mobilize employees and equipment, excavate, replace lead water service lines, and restore areas disturbed by the work.
- Record keeping and invoicing the Agency for the work.

The general extent of this LSRP Contract Agreement 001, bid, work, and obligations are described in this RFB's and a more detailed description is described in Attachments A, B and C attached hereto.

- Qualifications:** Contractors bidding must be authorized to do business in the State of New York and shall possess a proven successful record of accomplishments spanning over a period of not less than 10 years for same work and services requested in this RFB. In addition, Contractors must possess a Town of North Hempstead master plumber's license, equipment, vehicles, machinery, employees, inventory, and working capital to carry out five or more LSR projects over a period of seven to fourteen days at a time.

3. **Registration:** Bidder registration required by emailing your company email address and contact information to cdadepartment@northhempsteadny.gov, subject "LSLRP Bidder Registration". Registered bidders only will receive updates and addenda to this RFB.
4. **Requests for Information and Addenda:** On or before **2:00 P.M., Tuesday, April 20, 2021** email questions and requests for information in writing to the Town of North Hempstead Community Development Agency at cdadepartment@northhempsteadny.gov. Questions may result in addenda. Addenda and updates will be emailed to all bidders requesting information and to bidders that have registered for this RFB.
5. **Bid Due Date:** Submit sealed bids to the Town of North Hempstead Community Development Agency, 51 Orchard Street, Roslyn Heights, New York, 11577-1326 on or before **2:00 P.M., Tuesday, April 27, 2021** in sealed envelope marked "LSLRP BID".
6. **Form of Bid:** All bids shall contain the following materials:
 - a. Contractors Bid Forms **Attachment A** hereto containing:
 - i. Contractor Bid,
 - ii. List of equipment, machinery, and vehicles,
 - iii. Experience of bidder and biography of key office and field employees who will work on the projects,
 - iv. List of six or more similar projects with contact info,
 - v. List of subcontractors, if any,
 - vi. Copy of Masters Plumbers License.
 - b. Contractors Bid Qualification Statement **Attachment B** hereto containing:
 - i. Statement of Understanding,
 - ii. Disclosure Statement,
 - iii. Non-Collusive Bid Certification,
 - iv. Insurance Certification, and
 - v. Acknowledgement of Addenda).
 - c. Contract forms **Attachment C** hereto containing:
 - i. Contract Agreement:
 - ii. The Work
 - iii. General Conditions
 - iv. American Water Works Association ANSI/AWWA C810-17 (First Addition).
7. **Selection and Evaluation:** CDA will select a Contractor based on evaluation of Bids and reserves the right to enter into negotiations with a Contractor offering the next-best value. If CDA is unable to negotiate an agreement with a Contractor. Bids will be evaluated based on a point system (pts); RFP Compliance 20 pts, Experience 30 pts, Resources 20 pts, and Price 30 Points. CDA may also take into account any other factors it deems necessary in evaluating each Bid.
8. **Conditions:** This is not a prevailing wage rate contract. This is a tax exempt and capital improvement project. The Agency will not be a party to the Contractor- Owner Agreement but is administering and disbursing LSLRP grant funds to the Contractor and Owner, providing administrative assistance necessary to effect the LSLRP and ensuring the work is carried out in compliance with the LSLRP. Woman Owned, Section 3 Businesses, and New York State M/WBE certified contractors are encouraged to submit Bids. CDA reserves the right to waive inconsequential irregularities, reject all Bids, or issue contract for all work or part of the work to one or more than one Contractor. CDA will not award this contract to "Broker-Type" contractors who do not directly employ workers who perform the work under the contract but who propose to have or secretly have all work and equipment provided by and or performed by subcontractors. Bonding is not required for this contract; however, bonding or payment in-lieu of bonding is required by agencies and departments having jurisdiction over the work.

ATTACHMENT A

Contractors Bid Forms

Contractor's bid forms shall consist of the following documents:

1. Contractor Bid,
2. List of equipment, machinery, and vehicles,
3. Short biography of key office and field employees who will work on the projects,
4. List of six or more similar projects with contact info,
5. List of subcontractors, if any, and
6. Copy of Town of North Hempstead Masters Plumbers License.

Complete and submit above item "1. Contractors Bid" form.

In addition, complete and submit above items "2- 6" on bidder's stationery or sheets provided.

[ABOVE MANDATORY CONTRACTOR BID FORMS APPEAR ON FOLLOWING PAGES]

CONTRACTOR BID
Project: TNH CDA LSRP – Customer Various Locations

Property Viewing: Contractor views Owner's Premises and site conditions upon call on as needed basis.

Bid Due Date: 2:00PM, April ___, 2021

Contractor accepts in full payment for The Work the Unit Prices listed below based on measurements at the Premises approved by Agency.

Contractor shall prosecute Work in accordance with TNH CDA LSRP – Owner Various Locations Agreement 001.

*Quantities listed heron are hypothetical for the purpose of Bid evaluation.

** Specification summary. See Nassau County Department of Highway specification for complete specification details.

Item	Work	*Qty	Unit	Unit Price \$	Lump Sum \$
A.	Meet with customer to view Premises and Work. Identify lead water service line, measure, quantify, and price the Work in connection with Contractor Bid Unit Prices herein. Obtain authorization to do the work from customer, Agency, and departments having jurisdiction. Replace customer's existing lead water service line and related appurtenances with new K Type copper service line. Preform work incidental to Service Line work including; call before digging, mobilization/demobilization, excavating methods deployed in the opinion of the Contractor as necessary to unearth existing Service Line and install new Service Line. Repair property improvements, areas, and surfaces disturbed by the work. Keep records of work and invoice CDA for the Work.	N/A	N/A	N/A	N/A
A.1.	Service Line replacement (Curb-Stop to Customer House Interior), 3/4"	30	LF		
A.2.	Service Line replacement (Curb-Stop to Customer House Interior), 1".	30	LF		
A.3.	Service Line replacement (Curb-Stop to Water Main) when water main is close to Customers curb-stop, 3/4"	10	LF		
A.4.	Service Line replacement (Curb-Stop to Water Main) when water main is close to Customers curb-stop, 1".	10	LF		
A.5	Service Line replacement (Curb-Stop to Water Main) when water main is close to center of road, 3/4".	25	LF		
A.6	Service Line replacement (Curb-Stop to Water Main) when water main is close to center of road, 1".	25	LF		
A.7	Service Line replacement (Curb-Stop to Water Main) when water main is across road close to curb opposite the customer, 3/4".	50	LF		
A.8	Service Line replacement (Curb-Stop to Water Main) when water main is across road close to curb opposite the customer, 1".	50	LF		
B.	**Replace street curb. Replace in-kind, 4,500 psi.	4	LF		
C.	**Replace concrete sidewalk with new concrete sidewalk; 5" thick, 3,500 psi.	9	SQ FT		
D.	**Temporary road repair. Asphalt cold patch.	25	SQ FT		
E.	**Permanent asphalt final road repair; 10-1/2" base 3" asphalt, seal joints.	25	SQ FT		
F.	**Permanent concrete road repair, 3,500 psi, 8" thick, 4x4 wire.	25	SQ FT		
G.	Reseed disturbed lawn.	25	SQ FT		
H.	Remove and replant shrub or tree 1' – 3' tall.	1	Each		
I.	Remove and replant shrub or tree 3' – 6' tall.	1	Each		
J.	Provide Customer with refillable filtered water pitcher by Brita model "Every Day Water Pitcher with Longlast Filter" or Agency approved equal.	1	Each		
K.	Effect applications for permits and approvals for Work, and obtain approval of Work.	1	Each		
L.	Departmental permit and application fee(s).	NA	Each	Reimbursable	

The undersigned will not withdraw this bid after the time fixed for the opening thereof and prior to the expiration of forty-five (45) calendar days.

By: _____

Signature

Date

Print Name

Title

Legal Name of Business

Organizations' State Tax Identification #

Address

Email Address

Phone

LIST OF EQUIPMENT, MACHINERY AND VEHICLES**Project:** TNH CDA LSRP – Owner Various Locations**Property Viewing:** Contractor views Owner's Premises and site conditions upon call on as needed basis.

Name and Address of Bidder _____

BIOGRAPHY OF KEY OFFICE AND FIELD EMPLOYEES WHO WILL WORK ON THE PROJECTS.

Project: TNH CDA LSRP – Owner Various Locations

Property Viewing: Contractor views Owner's Premises and site conditions upon call on as needed basis.

Name and Address of Bidder _____

LIST OF SIX SIMILAR PROJECTS AND CONTACT INFO.

Project: TNH CDA LSRP – Owner Various Locations

Property Viewing: Contractor views Owner's Premises and site conditions upon call on as needed basis.

Name and Address of Bidder _____

SUBCONTRACTORS LIST

Project: TNH CDA LSRP – Owner Various Locations

Property Viewing: Contractor views Owner's Premises and site conditions upon call on as needed basis.

Name and Address of Bidder _____

TOWN OF NORTH HEMPSTEAD MASTERS PLUMBERS LICENSE

Project: TNH CDA LSRP – Owner Various Locations

Property Viewing: Contractor views Owner's Premises and site conditions upon call on as needed basis.

Name and Address of Bidder _____

ATTACHMENT B

CONTRACTORS BID QUALIFICATION STATEMENT

The Contractors Bid Qualification Statement shall consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Non collusive Bid Certification;
4. Certification of Insurance (to be completed by an authorized insurance agent); and
5. Addenda Acknowledgement.

Complete ALL FIVE forms and submit with bid.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FIVE FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

[ABOVE MANDATORY CONTRACTOR QULIFICATION STATEMENTS APPEAR ON THE FOLLOWING PAGES]

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid on behalf of the below listed sole proprietorship/company/partnership /corporation.
2. That he/she has read and understands all terms and conditions pursuant to this Bid.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this Bid.
4. That he/she agrees to accept payment in accordance with the requirements of the Bid; and
5. That he/she agrees that the proposed submitted to the Agency shall be irrevocable and that he/she will, if his/her Bid is accepted, enter into a contract with the Agency pursuant to the terms and conditions set forth in the RFP.
6. That he/she certifies that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Bid is, to the best of its knowledge, true and accurate.

Signature

Name of Contractor

Title of Person Signing

County of _____

State of _____

Subscribed and Sworn to before me on

this __ day of _____, 20_____

(Notary Public)

DISCLOSURE FORM

The signing of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following questions and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determine nations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.
2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.
5. **Conflicts of Interest:** Disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Agency that a conflict of interest would not exist in the future.
 - a. Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.

- b. Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Agency or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.
- c. Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID THAT FAILS TO INCLUDE A COMPLETE DISCLOSURE STATEMENT FORM.

Dated this ____, day of _____, 21_____

(Signature of Individual)

(Print First and Last Name)

(Print Title)

By: _____ (Seal, if corporation) (Signature)
(Legal Business Name of Company/Partnership /Corporation)

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Contractor; b) he/she has read all Statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory the Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is member of the partnership of, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and e) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Full Legal name of Origination) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of (_) himself/herself, (_) said partnership, (_) said corporation.

COUNTY OF _____

STATE OF _____

Subscribed and sworn to before me on

this ____ day of _____, 21 _____

(Notary Public)

NONCOLLUSIVE BID CERTIFICATION

By submission of this Bid, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Bid each party thereto certifies as to its own Contractor, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Contractors and will not knowingly be disclosed by the Contractors prior to opening, directly or indirectly, to any other Contractors or to any competitor; and
- (3) No attempt has been made or will be made by the Contractors to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:

Signature

Date

Print Name

Title

Legal Name of Individual or Business Name of
Company/Partnership/Corporation

Organizations' State Tax Identification #

Address

Email Address

[MANDATORY ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]

-----**(Acknowledgment for Individual)**-----

STATE OF)
 ss.:
COUNTY OF)

On____, 21____ before me personally came _____ to me known,
and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BID CERTIFICATION, and duly
acknowledged to me that s/he executed the same.

(Notary Public)

My commission expires

-----**(Acknowledgment for Partnership)**-----

STATE OF)
 ss.:
COUNTY OF)

On____, 21____ before me personally came _____ to me
known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is
a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BID CERTIFICATION; deponent is
authorized to sign the foregoing NONCOLLUSIVE BID CERTIFICATION.

(Notary Public)

My commission expires

-----**(Acknowledgement for Corporation)**-----

STATE OF)
 ss.:
COUNTY OF)

On____, 21____ before me personally came _____ to me known, who, by me duly
sworn, did depose and say that deponent resides at _____ that deponent is the
_____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE BID
CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BID CERTIFICATION, is the
corporate seal, that it was affixed by order of the board of the corporation; and that deponent signed deponent's name by like order.

(Notary Public)

My commission expires

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her Bid, all requirements in the following Addenda to this RFP:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

Addenda Date	Acknowledgement Signature
No Addenda received for this Bid	

IMPORTANT NOTICE

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS WITH BID.

IF NO ADDENDA WAS ISSUED, ACKNOWLEDGE THAT BY SIGNING NEXT TO THE "No Addenda received for this Bid" IN THE
ACKNOWLEDGMENT BOX.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT A BID THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Name and Address of Bidder _____

INSURANCE CERTIFICATION

Authorized Insurance Agent please complete this Insurance Certification and attach copies of proof of insurance as follows:

This form and all supporting documentation must be submitted with Bid even if said information is on-file with the Agency in connection with another bid, project, or contract.

Name and Address of Bidder _____

(a) **Cancelation Notices:** Provide for each insurance coverage not to be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to the Town of North Hempstead Community Development Agency, 51 Orchard Street Roslyn Heights New York 11577 by certified mail return receipt requested."

(b) **Additional Insured:** Provide General Liability and Umbrella/Excess Liability additional insured status inclusive of products and Completed Operation Coverage, Waiver of Subrogation on a Primary NonContributory basis in favor of the following individuals and organizations and their directors, officers, board members and employees with without exception to organizational structure (e.g., Federal, State, or Local government, Corporation, Partnership, Not-For-Profit, Sole Proprietor) (hereinafter referred to as "Additional Insured", "Agency", "Town", or "Owner").

1. **Town of North Hempstead Community Development Agency, 51 Orchard St, Roslyn Heights, New York 11577**
2. **Town of North Hempstead, 220 Plandome Road, Manhasset, NY 11030**
3. **Add additional certificate for each Customer property per each Work Order on as needed basis.**

(c) **Worker's Compensation:** Provide Workers Compensation Certificate on a C-105, including Waiver of Subrogation.

(d) **Commercial General Liability:** Provide Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than Two Million (\$2,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars per aggregate and the aggregate must be applicable on a per-project basis. If desired, Commercial General Liability Two Million (\$2,000,000.00) dollars per occurrence may be satisfied by providing a combination of General Liability and/or Umbrella or Excess liability conveyance. Coverage must include the following:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Product Liability.
3. Broad Form Property Damage.
4. Personal and Advertising Injury Liability.
5. Independent Contractors.
6. Provide copy of the blanket Additional Insured, Waiver of Subrogation and Primary NonContributory basis endorsements
7. Coverage is to be provided on an "occurrence" basis with carries licensed to do business in the State of New York or otherwise acceptable to the Agency.

(e) **Umbrella Liability:** Provide Umbrella Liability of at least One Million (\$1,000,000) dollars to include coverage for General Liability. If General Liability meets the Two Million (\$2,000,000) dollars per occurrence requirement, the Umbrella and/or Excess policy will not be needed.

(f) **Commercial Automobile Liability:** Provide Commercial Automobile Liability covering the use of all Owned, Non-Owned, and Hired vehicles with combined Bodily Injured and Property Damage Limit of at least Five Hundred Thousand (\$500,000) Dollars.

(g) **XCU Coverage:** Provide XCU Coverage is *required for Demolition Contractors* and must clearly be indicated on the certificate of Workers Compensation and General Liability insurance or a copy of the current policy along with all endorsements that make up the policy are given to the *Town of North Hempstead Community Development Agency*. XCU coverage means (Underground, Explosion, and Collapse).

The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

Name, Insurance Affiliation and Address: _____

_____ Date _____

ATTACHMENT C

CONTRACT

Contractor's Bid shall consist of the following documents:

1. **Contract Agreement 001-Lead Water Line Replacement – Owner Various Locations:** *Initial each page, sign before a notary where indicated and submit with bid. Upon selection of contractor the Agency will counter sign and return to awarded contractor.*
2. **The Work:** *Initial each page and submit with bid.*
3. **General Conditions:** *Initial each page and submit with bid.*

Initial and sign above forms as indicated and submit with bid.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ABOVE FORMS INCLUDING APPROPRIATE INITIALS, AND SIGNATURE OF A NOTARY PUBLIC.

[ABOVE MANDATORY CONTRACT DOCUMENTS APPEAR ON THE FOLLOWING PAGES]

CONTRACT 001

LEAD SERVICE LINE REPLACEMENT PROGRAM- VARIOUS LOCATIONS

THIS AGREEMENT ("Agreement") and its attachments contain the entire understanding between the Parties. Agreement is dated as of _____, 2021. The Contractor ("Contractor") and with a principal place of business at _____ and the _____

Town of North Hempstead Community Development Agency (the "Agency") with its principal place of business at 51 Orchard Street, Roslyn Heights, New York 11577, and

The Owner(s) residing at various location(s), (the "Premises"), identified in Agency work orders (the "Work Order") issued on an as needed basis, and

WHEREAS the Agency engages the Contractor to perform work (the "Work") on various customers (the "Customers, and individually a Customer" also known as the "Owner or Owners") properties (the "Premises") located throughout the Town of North Hempstead, and the Contractor agrees to perform the Work, and

WHEREAS on an as needed basis the Agency shall authorize the Contractor to enter into an agreement work order (the "Work Order") with the Customer to perform the Work in this Agreement, and

WHEREAS the Customer shall be preapproved by the Agency for New York State Department of Health Lead Service Line Replacement Program funding assistance ("LSLRP" or the "Funding Assistance") to enable the Customer to pay the Contractor for the Work performed, and

WHEREAS the Agency is not a Party to the Customer and Contractor Work Order but is administering and disbursing Funding Assistance as per the LSLRP program to Customer and Contractor, providing technical assistance necessary to complete the Work, and ensuring that the Work is carried out in compliance with the LSLRP program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for the good and valuable consideration, it is agreed:

SECTION 1. Engagement of Contractor by Owner: The Owner engages the Contractor to provide all services, supply all materials and equipment, and perform the work described in the Contract Documents.

Section 2. Contract Documents: This Agreement is comprised of multiple exhibits and documents each of which is identified in Exhibit A, "Contract Documents". Each such exhibit and document identified in Exhibit A is incorporated fully by reference into this Agreement and shall collectively be referred to as the Contract Documents.

SECTION 3. Time:

- a) Time for Performance: The Contractor shall, **within Seven (7) calendar** days from the date of the Agency Work Order shall begin performance of Work and shall substantially complete the Work **within Seven (7) calendar** days from approvals of Customer and departments and agencies having jurisdiction over the Work.
- b) Duration of Agreement: This Agreement is in full force and effect for 1 year automatically renewable for 1 year unless canceled by 30 day notice by either Party.

SECTION 4. Insurance:

- a) Contractor and all Subcontractors at its sole cost and expense shall maintain and keep in full force and effect insurance coverage and limits with Best's Rating of A or better insurance companies licensed to do business in the State of New York as set forth in the Contract Documents.

b) Prior to commencement of any work under this Contract and until completion and final acceptance of the work; the Contractor shall, at its sole expense, maintain insurance on its own behalf, and furnish to the Agency, the Owner and the General Contractor (if applicable), certificate of insurance evidencing same and reflecting the effective date as such coverage as set forth in the Contract Documents.

SECTION 5. Changes: The Parties can only amend this Agreement, including the Work by a written agreement signed by both Parties and approved by the Agency.

SECTION 6. Owner's Authority to Engage Professional Representative: The Owner may engage a professional (the "Owner's Representative") at his own cost and expense to represent or advise the Owner in connection with the performance of his rights or obligations under this Agreement. If the Owner retains an Owner's Representative, he shall inform the Contractor and the Agency in writing of the Owner's Representative's name, address, telephone number, facsimile transmission number, and e-mail address. The Financial Assistance shall not be used to pay for the Owner's Representative.

SECTION 7. Compensation: The Agency agrees to pay to the Contractor and Customer compensation for measurements based on "Unit Prices" listed in the Contract Documents Contractor Bid.

SECTION 8. Payment: The Agency agrees to pay the Contractor and Customer the Compensation Amount in one payment upon satisfactory completion of the Work and such other conditions set forth in this Agreement.

SECTION 9. Conditions Precedent to Payment: No payment of all or any portion of the Compensation Amount shall be made until the following conditions are satisfied, each and every time a payment is requested (the "Payment Application"):

1. The Contractor shall submit a Payment Application with a Contractor Certification affirming that the Contractor is in compliance with the terms, provisions, covenants, and conditions of this Agreement, including, without limitation, Section 16 hereof. The Owner and an Agency representative shall perform inspections of the Work at the Premises during work and or after the Work.
2. Payment Application forms are supplied by the Agency, completed, and submitted to the Owner and Agency by the Contractor.
3. The Contractor shall submit conditional waivers of mechanics and material liens signed by the Contractor, Subcontractors, and suppliers that have undertaken the Work or provided the materials for which payment is sought.
4. The Contractor shall submit copies of all governmental permits, receipts for applications and permit applications, licenses, certificates, consents, and approvals required for the Work, including, if the Contractor seeks final payment.
5. The Contractor shall submit proof of insurance required pursuant to Section 4 hereof.
6. If payment sought constitutes final payment of the Agreement Amount:
 - a. The Contractor shall submit a certificate of completion for the Work issued by agencies and departments having jurisdiction over the work.
 - b. The Contractor shall submit a general release signed by the Contractor, accompanied by an affidavit that all Subcontractors, laborers, and material men have been paid in full.
 - c. The Owner and the Agency shall have inspected the Work for which payment is sought and have found it satisfactory. At Owner's option, the value of any Work undertaken, which is defective or inconsistent with this Agreement or the Owners Specifications may at the option of Owner with the approval of the Agency, be deducted from the Agreement Amount sought by the Contractor.

SECTION 10. Defects after Completion: The Contractor shall guarantee the Work for a period of twelve (12) months from the date of its final acceptance by the Owner, with the written approval of the Agency. Furthermore, the Contractor shall furnish the Owner or the Owner's Representative with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Contractor at its sole cost and expense.

SECTION 11. Subcontracting: The Contractor shall not be required to employ any Subcontractor (the "Subcontractors") against whom it has a reasonable objection. The Contractor agrees that it is fully responsible for all acts and omissions of its Subcontractors and their servants, agents, officers, directors, members, or employees, and the acts and the omissions of itself, its servants, agents, officers, directors, members, or employees. The Contractor shall not subcontract any part of the Work or permit any subcontracted Work to be further subcontracted without prior written notice of the same to the Owner and the Agency. The presence of a worker not directly employed and insured by the Subcontractor at Premises shall constitute a default by Contractor pursuant to Section 16 hereof.

SECTION 12. Compliance with LSLRP Requirements: The Contractor agrees to comply with the requirements set forth by the New York State Department of Health for the Lead Service Line Replacement Program.

SECTION 13. Indemnification, Defense, and Cooperation:

(a) To the fullest extent permitted by law, the Contractor, and all Subcontractor's:

- 1) Shall be solely responsible for and shall indemnify and hold harmless the Owner, the Agency, the Town, and their members, officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses sustained by Contractor or any employee, servant, agent, Subcontractor, or other independent contractor of Contractor ("Contractor's Agent"), arising out of or in connection with this Agreement. Neither the Contractor nor Contractor's Agent shall be obligated to indemnify or hold harmless the Owner, nor its agents or employees, against damage arising out of bodily injury to persons or damage to property, contributed to, caused by or resulting from the negligence of the Owner, nor its agents or employees.
- 2) Shall, upon the Owner's or Agency's demand and at the Owner's or Agency's direction, promptly and diligently defend, at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with this Agreement, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.
- 3) The Contractor shall and shall cause Contractor's Agents to, cooperate with the Owner and Agency in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.
 - (b) The obligations of the Contractor pursuant to Section 15 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.
 - (c) Nothing in this Section 15 or elsewhere in this Agreement shall create or give third parties any claim or right of action against the Owner or Agency beyond that which legally exists regardless of the provisions of this Agreement.
 - (d) General Contractor shall cause all Subcontractors to sign and submit to the Agency and Owner an indemnification and hold harmless agreement as set forth in detail attached hereto "Indemnification and Hold Harmless Agreement".
 - (e) The provisions of this Section 15 shall survive the termination of this Agreement.

SECTION 14. Default and Waiver: In case of a default by the Contractor or the failure by Contractor to perform any of its obligations under this Agreement, the Owner may procure the Work from others ("Others") and shall pay Others from any unpaid Compensation amounts of this Agreement and shall hold the Contractor responsible for any excess cost of this Agreement Compensation amount occasioned thereby. A waiver of any breach of any term in this Agreement will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of the Owner's right to declare an immediate or subsequent default.

SECTION 15. Approval of Agreement and Counterparts: This Agreement must be accepted in writing by the Agency before it is deemed effective for the receipt of Financial Assistance. The Owner by separate Work Order acknowledges that he is solely responsible for the enforcement of this Agreement against the Contractor or for the enforcement of any guarantees contained herein. All signatories to this Agreement agree that facsimile and or digitally transmitted signatures on this Agreement and on documents related to this Agreement are acceptable and shall effectuate this Agreement and the related documents, and this agreement may be signed in counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

SECTION 16. Assignments, Successors, and Assigns: The Contractor cannot assign this agreement or any right or obligation under this Agreement without the prior consent of the Owner and the Agency. If this Agreement is properly assigned, then it will bind the successors and assigns of the parties.

SECTION 17. Applicable Law, Jurisdiction, and Venue: This Agreement will be governed by and interpreted by New York State Law. Any lawsuits arising directly or indirectly out of this Agreement shall be litigated in District Court or Supreme Court, Nassau County, NY.

SECTION 18. Severability: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in effect.

SECTION 19. Notices: All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by certified mail to the addresses of the Parties above (or any other address that is specified in writing by either Party and to the Town of North Hempstead Community Development Agency, 51 Orchard Street, Roslyn Heights, NY 11577, Attn: Joseph Santamaria.

SECTION 20. Entire Agreement: This Agreements and its attachments contain the entire understanding between the Parties.

WE, the undersigned, have read this Agreement and fully understand the terms and conditions of this Agreement, and the Contract Documents.

Print Name of Company

X
Officer Signature

Date

Officer's Name and Title

Town of North Hempstead Community Development Agency
51 Orchard Street
Roslyn Heights, NY 11577

Agency Representative Signature

Title

Date

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGMENTS

OWNER

STATE OF NEW YORK)
)
) SS:
COUNTY OF NASSAU)

On the __ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

OWNER

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

CONTRACTOR

STATE OF NEW YORK)
)
) SS:
COUNTY OF _____)

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

LEAD SERVICE LINE REPLACEMENT PROGRAM - VARIOUS LOCATIONS CONTRACT 001

Exhibit A

Contract Documents

This Exhibit A is comprised of multiple exhibits and documents each identified in Exhibit A as follows and attached hereto:

1. Insurance
2. Indemnification and Hold Harmless Agreement
3. Contractor Bid
4. The Work
5. General Conditions
6. American Water Works Association ANSI/AWWA C810-17 (First Addition)
7. Work Order *(Provided after contract award)*
8. Requisition for Payment *(Provided after contract award)*
9. Waiver of Liens *(Provided after contract award)*
10. Payment Affidavit *(Provided after contract award)*

[CONTRACT DOCUMENTS APPEAR ON FOLLOWING PAGES]

INSURANCE

Section 1. Instructions:

- (a) The Contractor shall file certificates of insurance with the Agency, which shall be subject to the Agency, the Owner and their representatives' acceptance of the insurance as per the Agreement. Email insurance certificates to the Agency at cdadepartment@northhempsteadny.gov. In addition, feel free to call (516) 869-2480 for questions regarding insurance.
- (b) The contractor's name on the insurance certificate, the signed contract, and related certificates shall all be the same.
- (c) Provide Accord 25 and Accord 855 or a complete copy of insurance policies, including all endorsements and forms.
- (d) Additional Insureds must be written on forms ISO CG2010 11 85 or Equivalent along with ISO CG2037 or Equivalent forms. On General Liability and Umbrella/Excess Liability write-out job location, and complete name and address of each additionally insured.

Section 2. Conditions:

- (a) Amount of insurance contained in insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
- (b) Any type of insurance or any increase of limits of liability not required, which the Contractor requires for its own protection or on account of a statute shall be its own responsibility and its own expense.
- (c) The carrying of required insurance shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Agreement.
- (d) Should the Contractor engage a Subcontractor the same insurance requirements will apply including but not limited to the insurance requirements of this Agreement.
- (e) Waiver of subrogation: Subcontractor hereby waives all rights of subrogation against the Agency, the Town, and the Owner with respect to losses, claims, or costs arising out of or in connection with the work. The waiver of subrogation will be required on both General Liability and Workers Compensation.
- (f) Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

Section 3. Insurance Coverages: Insurance coverages must include:

- (h) **Cancelation Notices:** Provide for each insurance coverage not to be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to the Town of North Hempstead Community Development Agency, 51 Orchard Street Roslyn Heights New York 11577 by certified mail – return receipt requested."
- (i) **Additional Insured:** Provide General Liability and Umbrella/Excess Liability additional insured status inclusive of products and Completed Operation Coverage, Waiver of Subrogation on a Primary NonContributory basis in favor of the following individuals and organizations and their directors, officers, board members and employees with without exception to organizational structure (e.g., Federal, State, or Local government, Corporation, Partnership, Not-For-Profit, Sole Proprietor) (hereinafter referred to as "Additional Insured", "Agency", "Town", or "Owner").

1. **Town of North Hempstead Community Development Agency, 51 Orchard St, Roslyn Heights, New York 11577**

2. **Town of North Hempstead, 220 Plandome Road, Manhasset, NY 11030**

3. _____

Property Owners Complete Name and Address

- (j) **Worker's Compensation:** Provide Workers Compensation Certificate on a C-105, including Waiver of Subrogation.

(k) **Commercial General Liability:** Provide Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than Two Million (\$2,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars per aggregate and the aggregate must be applicable on a per-project basis. If desired, Commercial General Liability Two Million (\$2,000,000.00) dollars per occurrence may be satisfied by providing a combination of General Liability and/or Umbrella or Excess liability conveyance. Coverage must include the following:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
2. Completed Operations/Product Liability.
3. Broad Form Property Damage.
4. Personal and Advertising Injury Liability.
5. Independent Contractors.
6. Provide copy of the blanket Additional Insured, Waiver of Subrogation and Primary NonContributory basis endorsements
7. Coverage is to be provided on an "occurrence" basis with carriers licensed to do business in the State of New York or otherwise acceptable to the Agency.

(l) **Umbrella Liability:** Provide Umbrella Liability of at least One Million (\$1,000,000) dollars to include coverage for General Liability. If General Liability meets the Two Million (\$2,000,000) dollars per occurrence requirement, the Umbrella and/or Excess policy will not be needed.

(m) **Commercial Automobile Liability:** Provide Commercial Automobile Liability covering the use of all Owned, Non-Owned, and Hired vehicles with combined Bodily Injured and Property Damage Limit of at least Five Hundred Thousand (\$500,000) Dollars.

(n) **XCU Coverage:** Provide XCU Coverage is *required for Demolition Contractors* and must clearly be indicated on the certificate of Workers Compensation and General Liability insurance or a copy of the current policy along with all endorsements that make up the policy are given to the *Town of North Hempstead Community Development Agency*. XCU coverage means (Underground, Explosion, and Collapse).

Remainder of this page is intentionally blank.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement made the day hereinafter set forth by and between

(the "Contractor and or Sub-Contractor-Contractor"), and

(the "Owner and or General Contractor") hereafter referred to as Owner and or General Contractor

1. Indemnity. In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Contractor and or Sub-Contractor shall defend and shall indemnify, and hold harmless, at Contractor's /Sub-Contractor's sole expense, the Owner and or General Contractor of the property and the officers; directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements, and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the "Contractor" or by anyone for whose acts the "Contractor" may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties, the Owner and or the General Contractor . This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

2. Insurance. The "Contractor and or Sub-Contractor-contractor shall produce and shall maintain until final acceptance of the Work, such insurance as will protect the Owner and or General Contractor, all entities the Owner and or General Contractor are required to indemnify and hold harmless, the Owner, and their officers, directors, agents, and employees, for claims arising out of or resulting from Contractor's and or Sub-Contractor-contractor's Work under this Contract Agreement, whether performed by the contractor, or by anyone directly or indirectly employed by contractor and or Sub-Contractor-contractor, hired by the contractor and or Sub-Contractor-contractor for whose acts the contractor and or Sub-Contractor-contractor may be liable. Such insurance shall be provided by an insurance carrier rated "A- "or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.

2.1. The contractor's and or Sub-Contractor-contractor's insurance shall **include Contractual liability coverage and additional insured coverage for the benefit of the Owner and General Contractor, the Owner and anyone else the Owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations and products coverage for the additional insureds.** The insurance required to be carried by the Contractor, and any Sub-Contractor-Contractors that may be hired to work at the job-site shall be **PRIMARY AND NON-CONTRIBUTORY**. With respect to each type of insurance specified hereunder. As well as any other contractor hired by the Contractor and or Sub-Contractor-contractor.

2.2. The contractor and or Sub-Contractor-contractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form or similar forms and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage for the benefit of the Owner and or General Contractor (or others as required and as listed below) status as additional insured.

2.3. Not less than ten (10) days prior to the commencement of the Work and until final acceptance of the Work, contractor and or Sub-Contractor-contractor shall provide Owner, with certificate(s) of insurance or a copy of the policies evidencing the required insurance coverage with the limits stated below or elsewhere in the contract documents. The contractor shall provide Owner and or General Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that their insurer will provide the Owner and or General Contractor, thirty (30) days prior written notice of a change or cancellation in coverage or the legal requirement for New York State or any other State where the work is to be done.

2.4. Unless otherwise stipulated in the Contract Agreement, the contractor and or Sub-Contractor-contractor shall maintain no less than the limits specified for each of the following insurance coverages:

a) Commercial General Liability using an industry-standard unmodified coverage form, including **contractual liability & products/completed operations**, personal, and advertising injury. Medical payments in the amount of not less than \$10,000, and fire legal liability in an amount not less than \$100,000. With minimum limits of One Million (\$1,000,000) dollars each occurrence, Two Million (\$2,000,000) dollars aggregate with either per project or per location endorsement for property damage and bodily injury, the products/completed operations coverage shall remain in effect for at least two (2) years from the date work is substantially completed.

b) Comprehensive Automobile Liability insurance with minimum limits of Five Hundred Thousand (\$500,000) dollars combined single limit each accident, including bodily injury and property damage liability including non-owned and hired car coverage. If the Contractor or Sub-Contractor does not have any owned autos, then Non-Owned and Hired Auto coverage must be purchased with minimum limits of Five Hundred Thousand (\$500,000) dollars.

c) Workers' Compensation and disability benefits insurance, including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

d) Umbrella and or Excess coverage with limits of not less than Two Million (\$2,000,000) dollars, if excess liability form is used, it must be a follow form over the General Liability and Auto policies.

2.5. The contractor and/or Sub-Contractor-contractor and his insurer shall waive all rights of subrogation against the Owner and or General Contractor and any other indemnified party, except as respects Worker's Compensation insurance. The owner and or General Contractor reserve the right to request the waiver of Subrogation for Workers Compensation.

2.6. If the contractor engages a Sub-Contractor-contractor, it is the affirmative duty of the contractor to ensure that any Sub-Contractor-contractor complies with the insurance and indemnification requirements of this Contract Agreement. The Contractor agrees to notify the Owner and or General Contractor prior to allowing the Sub-Contractor-Contractor to work at the worksite. The Contractor will furnish the Owner and or General Contractor the necessary insurance certificates and/or copies of insurance contracts to provide evidence of compliance with the insurance requirements in this document. Any and All Sub-Contractor-contractors of the contractor must sign a hold harmless agreement as well as furnish proof of insurance. Failure to provide notice and insurance compliance will result in the Contractor being held liable for the Sub-Contractor-contractor and his or her employees and any resulting damage, either bodily injury or property damage and personal injury sustain by others due to the Sub-Contractor-contractor and his or her employees.

List of Indemnified Parties and Additional Insureds:

1. **Town of North Hempstead Community Development Agency ("Agency"), 51 Orchard St, Roslyn Heights, NY 11577**
2. **Town of North Hempstead ("Town"), 220 Plandome Road, Manhasset, NY 11030**
3. _____

Owners name and address.

3. **Entire Agreement.** This Agreement is governed by the laws of the state of New York, constitutes the entire Agreement between the Parties hereto, and cannot be amended absent a writing signed by all parties hereto. Facsimile and/or emailed versions of this Agreement (to be followed by the mailing of the original) shall be deemed an original within the sole discretion of the Owner.

AGREED AND ACKNOWLEDGED BY:

Owner and or General Contractor:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Contractor and or Sub-Contractor:

Signature: _____
Print Name: _____
Title: _____
Date: _____

THIS PAGE IS A PLACE HOLDER.

AFTER AWARD THIS PAGE IS REPLACED WITH "CONTRACTORS BID "form.

THE WORK

Project: TNH CDA LSLRP – Various Locations

The Work:

General extent of work is described in the Request for Bids, Contractor Bid form and a more detailed description is as follows:

1. The primary undertaking of this contract agreement is to remove customers lead water service lines and replace them with new 1" or 3/4" K-Type copper service lines. Lengths of lead water service lines to be replaced include: from the water main to the meter in front yard or inside the home, the portion from the main to the stop box, or from the stop box to the customer meter. The Work shall be performed at various unknown locations on an as needed basis resulting from the CDA's open customer application process and shall proceed on an as needed basis, based on CDA work orders issued to the contractor.
2. The work under this Contract includes but is not limited thereto:
 - a. American Water Works Association ANSI/AWWA C810-17 (First Addition) methods and specifications.
 - b. Contacting the customers to schedule appointments and work and redundant contact may be required.
 - c. Meeting with the customers; viewing the premises, recording service line work quantities and providing price to CDA based on Unit Price, Contractor Bid,
 - d. Coordinating and verifying work with the water department and others having jurisdiction in connection with their requirements and only replacing lead sections of water service line,
 - e. Collecting customer's approval signature on service line replacement work order.
 - f. Provide additional insured insurance certificates per each customer.
 - g. Provide departmental bonding for work in right of ways and sometimes water district.
 - h. Filing applications for replacing lead water service line and for working in right of way with water departments and departments having jurisdiction over the work,
 - i. Call 811 Before You Dig: NYS Industrial Code Rule 53 Mandates 2-10 business days' notice prior to excavation.
 - j. Obtaining applicable inspections approvals for the work from water department, highway department and building department or the departments or department having jurisdiction over the work as applicable,
 - k. Site restoration including lawns, pavement, and other site features as encountered,
 - l. Provide customer with filtered water pitcher by "Brita" model "Every Day Water Pitcher with Longlast Filter" or AAE. <https://www.brita.com/products/everyday-water-pitcher-with-longlast-plus-filter/>. In addition, provide Customer with water quality pamphlet, and flushing instructions,
 - m. Provide one year service warranty for the Work.
 - n. Establish and maintain a project record of all work competed under this contract.
 - o. Invoice CDA for the work.
3. Type of work and interferences that Contractor may encounter considered during the property viewing and included in Unit Prices are as follows but are not limited thereto:
 - a. Excavating to water service lines located below grade and finished surfacing,
 - b. Driveways, landscaping, or trees that interfere with the replacement of the service line,
 - c. Customers or sites sometimes requiring more than one phone call and visit,
 - d. Wintertime operations, removal of surface ice, snow, and depth of frost in proximity of replacement location.
4. Additional types of work the Contractor will encounter and considered during viewing the property and included in Contractor Bid and Unit Prices necessary to unearth existing water service line and install new water service line are as follows but are not limited thereto:
 - a. Site mobilization and demobilization,
 - b. Excavating in the opinion of the contractor by hand or machine and trenching and launch/receive pit excavations, subsurface pneumatic borings, and trenchless-pulling to gain access to the water service line and install new water service line.

5. The Contractor is responsible for restoration of the right of way(s) in accordance with requirements of this contract and the departments having jurisdiction over the work.
6. At the time of work order assignment, CDA will assign each lead service line replacement location in the order approved. The Contractor shall work the locations in the order received as best as practical. Order of service line replacement work can change based on customer availability, permit approvals and inclement conditions.
7. The Contractor shall be required to furnish the copper service line and all incidental materials for the work, including (but not limited to) Corporation Stops, Copper Pipe, Adaptors, Curb Stops, Stop Boxes, and any appurtenances necessary for proper completion of the work.
9. For all employees who will enter customer homes, the Contractor will have on their file background information and payroll information.
10. The Contractor shall employ a licensed plumber to make all connections to household/building water systems.
11. The Contractor shall pay all permit and application fees and CDA shall reimburse the Owner and Contractor for fees via Contractor invoice to the Agency.

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GENERAL CONDITIONS

Project: TNH CDA LSLRP – Various Locations

A. Workmanship:

1. All plumbing work shall be performed by a licensed plumbing contractor or licensed plumber.
2. Disturbance of asbestos based materials shall be performed by a certified asbestos abatement person(s).
3. All electrical work shall be performed by a licensed electrician.
4. Disturbance of lead based materials shall be performed by a certified lead abatement or lead interim control person.
5. Contractor shall provide all materials, equipment and labor to complete all phases of the Work.
6. Contractor shall assure all Work is performed by workers qualified and skilled in their particular field and shall ensure that all workmanship and installation of materials will be completed pursuant to standards reasonably satisfactory to Owner, Agency, departments having jurisdiction and manufactures specifications.
7. All materials shall be installed in accordance with manufacturer's specifications, building codes and agencies and departments having jurisdiction over the work.
8. All materials used in the Work shall be new unless otherwise expressly set forth in the Specifications.

B. Toxic Materials:

1. The Contractor shall not supply or use or install toxic materials or substances such as lead-based materials and asbestos (the "Toxic Material") in connection with delivery and installation of the work.
2. If any Toxic Material is identified on the Premises by the Contractor, the Owner, Owner's Representative, the Agency shall be immediately notified, in writing, and all Work shall cease until the Contractor is authorized to proceed by the appropriate governmental agency.

C. Permits and Licenses: Obtain permits and interim and final approvals for the work from municipalities, departments, and agencies having jurisdiction over the work. All permits and licenses necessary for the completion and execution of the Work shall be secured and paid for by the Contractor and its Subcontractors and reimbursed by Owner under the Compensation Amount. All Work shall be performed in accordance with applicable laws, ordinances, rules, regulations, and requirements of agencies and departments having jurisdiction over the work.

D. Bonding: This contract is not bonded. Departments and agencies having jurisdiction over the work require bonding and or payment in-lieu-of bond. Contractor claims to Parties of this contract for additional payment due to bonding requirements of agencies or departments having jurisdiction will not be honored.

E. Insurance: Contractor shall maintain and provide Owner, Agency and departments and agencies having jurisdiction over the work with certificates of workers compensation, liability insurance, and indemnification agreements in compliance with the Contract Agreement and the departments having jurisdiction.

F. Securing the Premises: The Contractor is solely responsible for securing the Premises and ensuring that all industry safety measures have been instituted until the Work has been completed and accepted by the Owner.

G. "WORK TIMES" Contractors and their sub-contractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner and agency's or departments having jurisdiction.

H. Inspection of Work: The Owner shall have access to the Work at all times. If any Work should be enclosed without approval or consent from agencies or departments having jurisdiction, the Owner, or the Agency, the Work must be uncovered for examination at the Contractor's sole cost and expense. If any Work is found defective or not to be in accordance with this Agreement and the Specifications, the Contractor shall pay the cost for correcting said Work. However, if the Contractor can show that the defect or the inconsistency of the Work with this Agreement and the Specifications was not caused by Contractor or its Subcontractors, then the Owner shall pay the cost of correcting such Work.

- I. **Excavations:** CALL BEFORE YOU DIG: Call 811 before you dig to receive a mark-out. Wait several days to receive utility mark-out(s). Confirm you received all utility mark-outs and dig carefully. Retain and submit copies of mark-out confirmations to Agency and Owner.
- J. **Drawings:** There are no drawings or specifications for this Work. If any, drawings and specifications shall be that of those provided by or referred to by the manufacturer, agencies, and departments having jurisdiction. Drawings provided, if any, are general and not to be relied upon.
- K. **Incomplete Contract Documents and Unforeseen Field Conditions:** When Contract Documents are not clear, incomplete, or not customarily normal or unforeseen site conditions are encountered and affecting work contrary to the Contract Agreement the Contractor shall contact Owner and Agency for clarification before proceeding.
- L. **Submittals:** Contractor shall submit all manufacturer and product documents to the Agency (1) copy packet (1) original copy packet with final payment request. Work product related documents include but are not limited to specifications, installation directions, warranties, owner's manuals, etc... If product did not include the above, contractor shall contact the manufacturer to obtain it. If manufacturer claims these documents do not exist, the Agency will accept a signed letter from the manufacturer stating such.
- M. **Or-Equal:** Agency Approved Equal (AAE): Whenever a material or equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade name, catalog numbers, etc., it is intended to establish a standard; and, any material, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Agency and Owner, of equal substance and function. It shall not be purchased or installed by the Contractor without the Agency's and Owners written approval (AAE).
- N. **Quantities:** Quantities and units of measure stated in Contractors Bid are for convenience and must be verified by the contractor prior to work, purchase, and installation or start of work. Discrepancies in quantities or units of measure must be communicated to the Agency and Owner prior to start of work, contract, purchase, and installation. Claims for additional funds due to discrepancies in quantities and measures shall not be honored.
- O. **Field Verify:** Field verify all conditions and assemblies before ordering materials and mobilizing equipment and before performing work.
- P. **Allowances:** "Allowance" whenever an allowance is identified on the plans or in the specifications:
 - 1. It establishes an amount the contractor shall include in their Bid, bid and contract for the contractor to obtain permits and or for owner's to select a manufactured product, material, fixture or appliance they desire consistent with the allowance amount and consistent with the specification or specified work.
 - 2. The owner may utilize unused contract allowances to increase the allowance amount on one product and decrease the amount on other products, as long as allowances do not exceed the total contract allowance(s), the scope of work does not change and the scope of work is achieved as specified.
 - 3. If the owner exceeds the contracts allowance(s) total the owner shall pay the additional amount to the contractor or choose less expensive items to come within the contract allowance amount(s).
 - 4. If the total allowance amount is not spent, a Change Directive or Deduction shall be executed to credit the contract equitably.
 - 5. The contractor shall submit receipts evidencing costs of purchases in connection with allowance expenses with their application(s) for payment.
- Q. **"INSTALL"** Install means to purchase, set up, test, and warrant a new component.
- R. **"REPLACE"** Replace means to make access to an item or material remove and dispose of original item or material, purchase new item or material, deliver, install, test and warrant new item or material.
- S. **"REPAIR"** Repair means to return a building or property component, surface or area to like new condition through replacement, adjustment filling and recoating.
- T. **"REINSTALL"** Reinstall means to remove, clean, store and install same component again



**American Water Works
Association**

Dedicated to the World's Most Important Resource

ANSI/AWWA C810-17
(First Edition)

AWWA Standard

Replacement and Flushing of Lead Service Lines

SECTION 1: GENERAL

Sec. 1.1 Scope

This standard describes essential procedures for the replacement of lead water service lines and flushing following replacement. Essential procedures include the following: appropriate tools and techniques; flushing a service line after replacement; factors to consider in optimizing flushing; and instructions to provide customers affected by the replacement, including additional risk reduction measures. This standard also describes procedures for partial replacement and repair situations where complete lead service line replacement is not possible or practical.

Sec. 1.2 Purpose

The purpose of this standard is to define the minimum process requirements for the replacement of lead service lines and for flushing following replacement.

Sec. 1.3 Application

This standard can be referenced in the purchase documents for the replacement of lead service lines and can be used as a guide for the appropriate replacement tools and techniques, flushing practices and procedures, communications with customers, and verification of successful completion. The stipulations of this standard apply when this document has been referenced and only to the extent referenced.

SECTION 2: REFERENCES

This standard references the following documents. In their latest editions, they form a part of this standard to the extent specified within the standard. In any case of conflict, the requirements of this standard shall prevail.

AWWA—Communicating About Lead Service Lines: A Guide for Water Systems Addressing Service Line Repair and Replacement.

Safe Drinking Water Act (SDWA), 42 USC* 300. USEPA†—
Lead and Copper Rule (LCR), 40 CFR 141.

SECTION 3: DEFINITIONS

The following definitions shall apply in this standard:

1. *Constructor*: The party who provides the work and materials for placement or installation.
2. *Corporation stop*: A valve attached to the water main to which a service line is connected. It is used to interrupt flow during installation or maintenance of the service line (see Figure 1).
3. *Curb stop*: A valve installed in the service line, generally at the property line, and accessible for operation from the surface of the ground for routinely interrupting flow through the service line (see Figure 1).
4. *Customer*: The person, company, or organization receiving potable water service from the utility to a specific premise.
5. *Gooseneck*: A sweeping bend in a service line where it connects to the water main, resembling the shape of a goose's neck, that will allow soil movement without damaging the service line (see Figure 1).
6. *Manufacturer*: The party that manufactures, fabricates, or produces materials or products.
7. *Potable water*: Water that is safe and satisfactory for drinking and cooking.
8. *Purchaser*: The person, company, or organization that purchases any materials or work to be performed.

* United States Code, 732 North Capitol Street, NW, Washington, DC 20401-0001.

† US Environmental Protection Agency, 1200 Pennsylvania Avenue, NW, Washington, DC 20460.

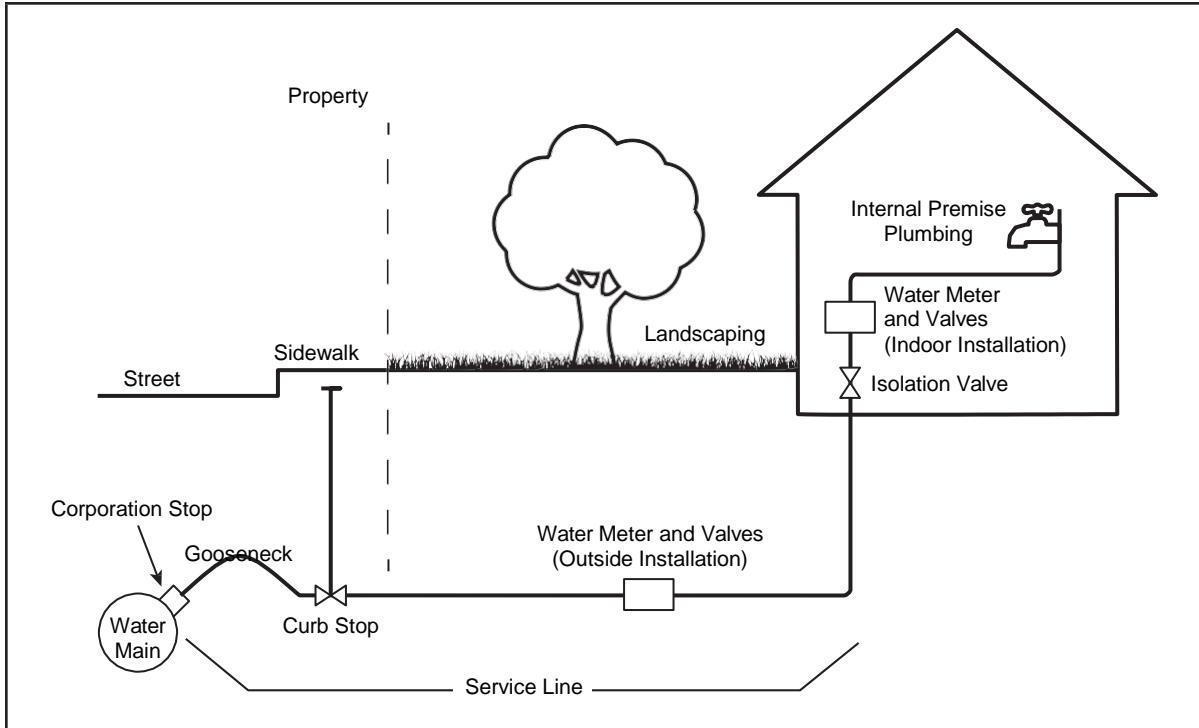


Figure 1 Typical water service line components

9. *Service line*: The pipe that runs between the utility's water main and the specific premises' plumbing, including both the portion owned by the utility, if any, and the private service line owned by the property owner (see Figure 1).

10. *Utility*: The organization or entity with the primary purpose of providing a designated area with potable water service.

11. *Water main*: The water pipe from which the domestic water supply is delivered by the utility to the service pipe leading to specific premises (see Figure 1).

12. *Water meter*: An instrument used for recording the quantity of water passing through the service line to specific premises. Water meters are typically installed with valves on inlet and outlet sides of the meter (see Figure 1).

SECTION 4: REQUIREMENTS

Materials shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems as applicable.

Water can be naturally corrosive and often dissolves lead as a result of water's contact with the service line as well as other plumbing components. A number of sampling and analytical techniques are available for customers to determine the

level of lead in their drinking water. Some of these tests are collected and/or analyzed by the local water provider. Other tests may be conducted by the customers themselves but should be in compliance with sampling and analytical techniques accepted by the local utility. The data captured from the various tests can be used to assist the utility in adjusting the water chemistry by modifying the application of corrosion control chemicals.

Utility personnel should consider that the level of dissolved and particulate lead within the homes and/or businesses of their customers may be greater than the levels within their system based on the potential leaching from service lines and internal premise plumbing components. Lead service lines potentially represent the largest mass of lead in regular contact with potable water, hence the interest in removing lead service lines in their entirety. Utilities should also consider that lead levels may vary based on chemical and physical conditions, level of disturbance to the piping, sampling technique, and other factors when determining the number of samples to be collected. A single sample may not be adequate in determining how much lead is being released.

For planned lead service line replacements, the utility shall establish replacement agreements to be reviewed with and accepted by the customer before any work being accomplished. These agreements should detail the responsibilities of the customer as well as those of the utility and should be intended to reduce any ambiguity about what is to be accomplished and by whom. Any financial requirements essential to the completion of the project should also be identified.

Sec. 4.1 Location and Replacement of Lead Service Lines

The replacement of lead service lines can be generally accomplished by one of the following ways:

- Open cut full replacement – traditional technology with excavation on the full length of service line to be replaced.
- Trenchless replacement on new routes – methods such as directional drilling or pneumatic or hydraulic ramming tools (boring tools) to pull in the new service line on a new route (cutting and leaving the existing lead service in place and replacing it using a new service line).
- Trenchless replacement on existing routes – methods such as pipe splitting and/or pulling the existing lead service that is being replaced with a new pipe using the existing service line route (pipe splitting leaves the existing lead service in the ground, pulling removes the existing lead service line).

4.1.1 Locating lead service lines. In order to replace the existing lead service line, the line must be appropriately identified and located. Some agencies have a database detailing the locations of their lead service lines. Such a record simplifies that portion of the replacement process. Other water providers do not have accurate records reflecting the locations of the lead assets. In this case, other means of identification shall be employed. It is highly recommended that utilities use more than one method of confirming the actual locations of the lead service lines. Utilities should record the service line material when observed during repairs, inspections, or other quality reports. Utilities should be aware that it is at times difficult to verify that a service line contains no portions made of lead, and that some degree of uncertainty may exist in a utility's inventory of lead service lines.

4.1.1.1 Identifying lead service lines at the meter, corporation stop, curb stop, or service box. Lead service lines can sometimes be identified at the main, curb stop, or meter box outside the house or adjacent to the meter inside the house. Typically, lead service lines have a distinctive "bulb-looking" section near the end at a brass, galvanized, compression, or other fitting that connects the service. The absence of the "bulb" section does not confirm the absence of lead. The observation of lead pipe in one location does not confirm the entire service line is lead. It is possible a portion of the lead service was previously replaced during repair or maintenance activity.

4.1.1.2 Using the scrapetest to confirm the lead service line. Lead is a gray, nonmagnetic (a magnet will not stick to lead pipe), and relatively soft material compared with other pipe products. A coin scraped along the exterior of a lead pipe will create an indent and reveal a shiny-silver color. Care must be taken not to go too deep to avoid puncturing the pipe. Workers should use appropriate personal protective equipment, such as gloves and eye protection, to prevent exposure to lead. The scrape test identifies solid lead service lines. It will not identify lead-lined iron pipe.

4.1.1.3 Identifying lead service lines by water quality sampling. The concentration of lead found in the water sample can indicate if a lead service line is likely. A sample of the water from the service line should be taken to determine the level of lead. The line should be allowed to sit with no flow for at least 6 hours before sampling. Whether the water meter is inside the building, outside the building, or in an area that is unmetered, it is critical to flush a specific amount of water and then take a sample to be tested. The amount flushed prior to sampling should flush at least the volume of premise plumbing between the service line and the sampling tap. A single test may not be the most effective indicator of the existence of a lead service. The

minimum lead concentration will be system specific, and multiple samples may be required to ensure the lead is not from lead solder or other internal plumbing sources. A low or non-detect lead sample cannot be used to verify the absence of a lead service line. Utilities should use care in interpreting water samples collected at one point in time because of the variability of lead occurrence in samples.

4.1.1.4 Utilizing hydro-excavation to determine the presence of lead. The hydro-excavation process creates a small boring hole to expose the service line at a depth at the water main, the curb box, and/or the meter box, allowing visual observation to identify whether the service line (or a portion) is lead or not. Care should be taken to minimize any physical disturbances to the pipe.

4.1.1.5 Full test-pit excavation. Dig or excavate a large pit down to the service line to expose the pipe. This method could physically disturb the pipe.

4.1.1.6 Other lead service identification techniques. A number of other techniques are used or offered for consideration to locate the presence of lead service lines. When considering other techniques, the utility should make sure such techniques minimize any physical disturbances to the pipe.

4.1.2 *Preparation.* Before the replacement of the lead service line, a number of related preparatory activities shall take place.

4.1.2.1 Customer notification. The impacted customers shall be notified to identify the process established for replacement, whether full or partial. Most agencies have agreements to be signed by both parties reflecting the responsibility relative to the replacement effort. The type of replacement, the schedule, and other pertinent items shall be covered appropriately with the customer before the replacement activity. The customer notification should include any post replacement responsibilities, such as flushing or the use of filters, and should include directions to the customer to make the workspace ready and safe prior to the replacement activity. Customers should also be made aware of the risks of a partial replacement, where applicable (see Sec. 4.2).

4.1.2.2 Underground utility locates. The location of other underground utilities shall be done prior to the work to avoid utility strikes and is critical to the success of the lead service line replacement. Locates shall be scheduled in a timely manner without disruption to the established work plan.

4.1.2.3 Lead service replacement plan. A replacement plan shall be established for the work crews to reflect the schedule of the effort, the typical amount of time the customers will be impacted, and so on. This information shall be used to inform the customer of the coming replacement activity and communicated to the customer in a timely manner.

4.1.2.4 Water shutoff and service line isolation. Prior to beginning the replacement work, the water supply to the service line and the customer shall be shut off to avoid release of particulate lead into the customer's premises caused by vibration of the service during any excavation. The service line to be removed shall be isolated by shutting off appropriate valves at each end of the area to be removed.

4.1.3 *Open-cut full replacement of lead service lines.* The open-cut full replacement approach to lead service line removal involves the extraction of all the surface treatment and earth material above the level of the pipe. Care must be taken because other underground utilities, including the water main, may have not been properly located.

4.1.3.1 Proper equipment and material usage for open-cut full replacement. The excavation equipment used for the open-cut full replacement approach shall be sized to accommodate the full depth of the hole. Safety precautions shall be taken in consideration of the customer's property as well as any local pedestrian and/or vehicular traffic.

4.1.3.2 Use of adequate trench safety. Based on the depth of the excavation, an adequate level of trench safety shall be used to guarantee compliance with applicable requirements.

4.1.3.3 Lead service line removal. Once properly exposed and identified, the existing lead service line shall be disconnected from the main as well as the customer's side of the connection. When a utility elects to remove the lead pipe from the ground, the discarded lead line shall be carefully cut or bent into manageable sections and taken for processing for ultimate disposal. The amount of lead removed and the location of the removal along with any other pertinent information shall be documented. If the existing lead pipe is left in the ground, the impacted customer(s) should be made aware of the abandoned pipe.

4.1.3.4 Connecting the new service line. The new pipe shall be measured and placed with enough material to properly connect to the main as well as to the customer's side. The new pipe material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems as applicable. When dissimilar metals are to be connected, a dielectric fitting shall be used to prevent galvanic corrosion (see Sec. II.E regarding grounding of electrical circuits on piping).

4.1.3.5 Backfill and surface restoration. Select bedding and/or a specified fill material, in conjunction with the identified surface treatment, shall be placed in a manner consistent with all applicable requirements to reduce or eliminate the possibility of settling beyond the allowable amount along the course of the excavation.

4.1.4 Trenchless replacement on new routes. The directional drilling or pneumatic/hydraulic installation methods of replacing lead service lines make use of a pilot hole that is created by drilling or pneumatically or hydraulically pushing a rod into the soil from an open access pit at the main to an access pit at the meter box or at an area adjacent to the wall where the new service will be connected on the customer's side. In a number of these installation scenarios, the existing lead pipe is disconnected on either end and left in place. When the existing lead pipe is left in the ground, the impacted customer(s) should be made aware of the abandoned pipe.

4.1.4.1 Required access pits. Based on the length of the service to be replaced, access pits shall be excavated down to the depth of the main on one side and to the depth of the service connection on the customer's side. As with any excavation, utility locates shall be requested and received prior to the work being performed, and all applicable trench safety devices shall be used. If the distance between the access pits is great or other underground utilities that are a cause for concern exist, an intermediate access pit may be required.

4.1.4.2 Proper use of boring tools. The boring tool shall be placed in the launching access pit level and pointed in the direction of the receiving pit. The horizontal and vertical directions of the tool shall be monitored until it reaches the receiving pit. Proper service line installation depth is critical and must be maintained in accordance with local requirements.

4.1.4.3 Connecting the new service line. Once the boring tool reaches the receiving pit, the new service line shall be connected to the boring tool and pulled through the bore hole with enough length of the new service pipe material to add fittings to connect to the main as well as on the customer's side. When dissimilar metals are to be connected, a dielectric fitting shall be used to prevent galvanic corrosion (see Sec. II.E regarding grounding of electrical circuits on piping).

4.1.4.4 Backfill and surface restoration. Select bedding and/or a specified fill material, in conjunction with the identified surface treatment, shall be placed in the access pits in a manner consistent with all applicable requirements to reduce or eliminate the possibility of settling beyond the allowable amount along the extent of the excavation.

4.1.5 Trenchless replacement on existing routes. The pipe-splitting method employs the use of a tool pulled through the existing lead service line that splits the pipe. The existing lead service line remains in the ground and a new service line is pulled into place. Another related method is to disconnect the lead service on each end and to connect a fitting to one side with an extraction device and to connect

the new pipe material on the other end in order to pull the new service into place, while removing the existing lead service line.

4.1.5.1 Required pipe- splitting and -pulling access pits. As in the directional drilling and pneumatic/hydraulic installation approaches, access pits shall be excavated to the depth of the main on one side and to the depth of the service connection on the customer's side. Other underground utility locates shall be obtained prior to the work, and all applicable trench safety devices shall be used.

4.1.5.2 Use of the splitting tool. Care must be taken to disconnect the existing lead service line and to cut it in a manner that facilitates pushing a cable through it with the splitting tool attached. The splitting tool is then used to displace the existing lead pipe and draws the new pipe material through it to the other end of the project. When the existing lead pipe is left in the ground, the impacted customer(s) should be made aware of the abandoned pipe.

4.1.5.3 Connecting the new service line. Once the splitting tool reaches the receiving access pit, the new service line shall be pulled through to allow enough material to adequately connect to both sides. When dissimilar metals are to be connected, a dielectric fitting shall be used to prevent galvanic corrosion (see Sec. II.E regarding grounding of electrical circuits on piping).

4.1.5.4 Backfill and surface restoration. Select bedding and/or a specified fill material, in conjunction with the identified surface treatment, shall be placed in the access pits in a manner consistent with all applicable requirements to reduce or eliminate the possibility of settling beyond the allowable amount along the extent of the excavation.

Sec. 4.2 Partial Replacements

4.2.1 *General.* It may not always be practical or possible to replace all of a lead service line at the same time. Coordination among the utility, the property owner, and constructor could result in situations in which partial replacement may be unavoidable. Although every effort shall be made to avoid partial replacements, it may be necessary to accommodate partial replacement situations as an interim measure. Partial replacement is not desirable because of the potential for increased release of lead into the water. This section describes additional requirements and recommendations for partial lead service line replacements.

4.2.2 *Existing conditions.* For services where partial replacements have previously occurred and a portion of the service still contains lead pipe, it is recommended that these locations be identified and re-evaluated for removal of the remaining material. For example, some utilities, property owners, or constructors,

through the course of routine maintenance and repairs, may have replaced portions of lead services with alternative materials without having replaced the remainder of the service either to the main or into the property.

4.2.3 *Delayed replacement.* Situations will occur in which a lead service line might not be fully replaced and a portion is left for later replacement. Coordination among all stakeholders during a lead service line replacement is critical. When it is necessary to complete a total lead service line replacement where both the utility and the property owner are responsible for portions of the work (i.e., up to the property line and beyond the property line), all parties should perform the work in close succession to minimize the potential for utilization of the service before completion of the total replacement. However, there may be instances in which one party completes its portion of the work in advance of the other party being available or willing. The scope of replacement may be large for some communities, and thus the time required to complete all the work may be long. In either of the delay cases presented below, the utility shall record that all portions of the service have successfully been replaced after notification of successful completion of full replacement. Communications regarding the effect of partial service line replacement should occur as covered in Sec. 4.3.

4.2.3.1 *Property owner delay.* On completion of the utility-owned portion of a lead service line replacement, the property owner should complete replacement of their portion as well. However, given the logistics of this work and the likely need for the property owner to hire an independent contractor, there may be a period during which the old and new portions of the service will be connected to allow for the continued supply of water but the lead replacement is only partially complete. During the interim period, the property owner shall be provided clear guidance regarding the increased risk of lead entering the water associated with the partial-replacement condition. Refer to Sec. 4.3 with respect to communication during this period.

4.2.3.2 *Utility delay.* If a property owner replaces a portion or all of the service line from the home to the property line, the utility should make every effort to obtain documentation of the replacement for its inventory. In most cases the utility will learn of the work after it is completed. If the property owner notifies the utility in advance, the utility should try to schedule a mutually convenient time to perform its portion. When this is not achievable, the property owner shall be provided with clear guidance regarding the increased risk of lead entering the water associated with the partial-replacement condition. Refer to Sec. 4.3 with respect to communication during this period.

4.2.4 *Partial replacement.* It is possible that a portion of the service may contain lead, be out of the utility's responsibility, and subsequently not be replaced. This circumstance may exist for a variety of reasons including cost, miscommunication, misunderstanding of the issues, ambivalence, or social defiance.

4.2.4.1 *Property owner refusal.* Given the potentially high cost associated with service line replacement and the challenges that may arise with performing the work, it is conceivable to anticipate that some property owners may elect to do nothing. When this condition occurs, the utility shall follow the recommendations presented herein for dielectric connection of dissimilar metals, flushing, and testing. Documentation of the refusal, or at a minimum documentation that a portion of lead material remains (including its location and quantity), will be important for the utility to maintain complete records of the lead service line replacement progress/program. The customer should receive all necessary information regarding future risk.

4.2.4.2 *incentive program verification.* If financing or incentive programs are available to property owners, utilities will need to be cautious about validating that property owner portions of lead services have been replaced, in their entirety or at all. A method for verifying work performed and recording completed work will be necessary.

4.2.4.3 *Cutting of lead service lines.* After customer notifications and utility locates have been accomplished, the specific location of the lead pipe to be cut shall be identified. The proper cutting tools shall be identified to reduce the amount of lead displaced from the cut. A cutting tool such as a pipe cutter or pipe shearing device that reduces lead particles and disturbance is preferred to other tools that use a sawing or other abrasive action. The necessary safety equipment shall be used, including safety glasses and/or goggles and safety gloves. Care shall be taken while cutting the lead pipe to reduce the amount of lead shards from traveling and/or accumulating in the remaining service line sections. The lead service line sections remaining shall be connected and secured to reduce or eliminate the possibility of water leakage. When dissimilar metals are to be connected, a dielectric fitting shall be used to prevent galvanic corrosion. The discarded lead service line shall be carefully cut or bent into manageable sections for processing for ultimate disposal. The replacement section should be a pipe material in compliance with all federal, state, and local requirements. The amount removed as well as specific locations of the remaining sections should be documented. The replaced service line shall be turned on and checked for leaks

in a manner that does not expose the customer's side to potential lead fragments. Flushing shall be accomplished in a manner consistent with Sec. 4.4.

Sec. 4.3 Communications and Instructions to Customers

4.3.1 *General.* It is important to inform all customers that may be affected by lead service line activities. The utility shall provide communication to customers regarding the following items:

1. Advanced notice of planned lead service line replacement projects (45 days prior is recommended).
2. Informational point-of-contact for the project.
3. Additional notice prior to actual planned work affecting service line (day prior).
4. On-site utility point-of-contact during construction.
5. Post construction instructions regarding customer flushing, use of a point-of-use (POU) filter or bottled water, water sampling, and testing to be completed.
6. Clear guidance regarding the increased risk of lead entering the water associated with a partial lead service line replacement condition (if a full-service line replacement was not completed). Customers with partial replacements should avoid consuming their water unless they are using a filter certified for lead removal or they should consume bottled water until sample results show that their lead levels are less than the regulatory guideline.

In addition to water shutoff and service-line-isolation actions (Sec. 4.1.2.4), customers should be advised not to use water during excavation and construction activities.

Additional guidance to utilities for completing these customer communications is available in the foreword of this standard and in the AWWA document *Communicating About Lead Service Lines: A Guide for Water Systems Addressing Service Line Repair and Replacement*.

Sec. 4.4 Flushing Service Lines After Full or Partial Replacement

4.4.1 *Flushing by the utility immediately after lead service replacement.* After all connections have been completed, flush the water from an outside connection (such as hose-bib or hose leading from the house side of the meter installation) to remove any particles in the service line and near point-of-entry. The flushing is best done, if possible and practical, before the meter is connected in the service using a "jumper" or straight pipe in place of the meter. The straight pipe will allow for a higher velocity flush and protects the meter from potential damage from lead pipe and other construction-related fragments. Flush at full velocity for at least

10 minutes. If the meter was replaced with a "jumper," it may be reconnected in the service after utility flushing. Following completion of flushing by the utility, the customer shall flush the interior premise plumbing as described in Sec. 4.4.2.

In situations where flushing by the utility is not performed, the customer should be notified with instructions to flush before using any water.

4.4.2 *Flushing by the customer after lead service replacement.* The customer should flush all interior premise plumbing the same day or before next water use following the replacement. Subsequent flushing by the customer should be done once every two weeks for three months or at other intervals based on monitoring results if available. Utilities may want to encourage best times to flush based on water demand and operations (for example, when neighbors' water usage is low, e.g., midmorning to dinner time or late at night). Customers shall be advised to not use hot water in the premise plumbing until initial flushing is completed to prevent sedimentation of lead particles in premise hot water tanks.

4.4.2.1 Suggested instructions for customers.

1. Find all the faucets that will drain, including the basement and all floors in your house.
2. Remove aerators and screens whenever possible, including the shower heads, from all faucets you plan to flush.
3. Include the laundry tubs, hose-bibs, bathtubs, and showers as flushing points.
4. After all the aerators are off, open the faucets in the basement or lowest floor in the house. Leave all faucets running at highest rate possible, using cold water.
5. After the faucets are all open in lowest floor, open the faucets on next highest floor of the house. Continue until faucets are open on all floors.
6. After all faucets are opened, leave the water running for at least 30 minutes.
7. After 30 minutes, turn off the first faucet you opened and continue to turn off other faucets in the same order you turned them on.
8. Clean aerators/screens at each faucet. You may need to replace screens/aerators if too old or worn.

Utilities and customers may consider an optional approach by coordinating a targeted flush of a few faucets at a time before opening all the faucets for the whole house flush. The targeted flush would start with a pattern of opening all faucets in a single area or single floor and then moving to the next to increase the flow velocities, followed by the whole house flush described above, with all faucets open.

4.4.2.2 Additional daily minimal flush as precaution, the customer should do a minimal flush of premise plumbing by running tap water each morning or when the water sits in the pipe for at least 6 hours. Flush for 5 minutes to displace water that has been sitting in the pipes inside the house and in the service line. This could include taking a shower, running the dishwasher, flushing a toilet, collecting water for plants/garden, or running the faucet. The customer should do this before using any water for drinking, cooking, infant formula, and so on. Daily minimal flush should continue for six months or until lead sample results show the lead level is below the regulatory guideline. The customer should clean debris from aerators and screens once a month for six months. After six months, clean debris twice a year.

4.4.2.3 Sampling. Water sampling and testing, following replacement and flushing, shall be conducted per Sec. 5.2.

SECTION 5: VERIFICATION

Sec. 5.1 Documentation of Construction Activities

Documentation of construction activities for each service line work activity may support verification that the lead service line has been fully or partially replaced. The following information shall be documented and recorded:

- Picture of home with house number
- Picture of test pits and meter pit showing new pipe or pipe ends and old lead pipe if in same location
- Length and material type of new pipe installed
- Type of pipe material the new pipe is connected to inside home
- Method of installation (trenchless, hand-excavation, etc.)
- Length and location of any abandoned lead service line pipe left in the ground

Flushing time and location(s) (for example, an outside hose-bib) shall be recorded. Some homes may not have an outside hose-bib turned on or other situations may arise that do not allow for post flushing by the utility. These situations shall be documented in field reports along with any communication attempted with the customer.

Sec. 5.2 Water Testing Following Replacement

Testing the water following the replacement shall be done to determine if appreciable lead is still present in the drinking water. Lead may still exist inside

home plumbing (lead solder, redeposited lead in scale of plumbing, and brass components) and could be disturbed during service line work. Therefore, lead present in the water following a full replacement does not mean the lead service has not been replaced. This condition should be explained to the customer. Flushing recommendations described in Sec. 4.4 can help remove released particles.

5.2.1 *Testing initiation.* Testing the water shall commence at least one month after the replacement to allow for sufficient in-house flushing and a period of normal use of water to occur. Utilities may consider initiating testing within the one-month period if supported by performance data. When only a partial replacement is completed and the lead service line replacement was mandatory as part of compliance with the Lead and Copper Rule (LCR), testing shall be conducted within 72 hours after the completion of the partial replacement of the service line per the requirements of the LCR.

5.2.2 *Test samples.* Testing shall include first-draw and second-draw samples. First-draw sample shall be the initial draw from the tap when it is turned on. Second-draw sample shall be collected with the objective of collecting water that stagnated in the service line, generally the fourth to seventh liter depending on site-specific conditions. Utilities may be able to omit the second draw sample if supported by documentation that the construction activities completely removed the lead service line and by acceptable first-draw lead data. Samples shall be collected from a frequently used tap inside the home, preferably the kitchen tap as the residents' consumption would likely be from the kitchen tap. Samples shall also be collected with the aerator on. Samples should be collected at the maximum flow rate of the tap and should be collected in wide-mouth bottles.

5.2.3 *Profile sampling.* Lead levels higher than expected from full lead replacements may occur and the utility or homeowner could investigate further with profile sampling. A profile is a series of bottles filled continuously following the stagnation period. The trend of lead concentrations coupled with measurements of the inside plumbing and service line will show which portion of plumbing or service contributes the highest lead by the liter number.



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