LIVINGSTON COUNTY
WSA
WATER & SEWER AUTHORITY

Executive Director
Jason Molino

Deputy Director
Lauren Monaghan

November 2026

NOTICE OF REQUEST FOR PROPOSAL (RFP)
for

Water & Sewer Service – Installations and Repairs
and
Water & Sewer Main – Repairs
(2027 Contract)

Proposal Deadline: **Friday December 4, 2026 @ 4 pm**

Designated Contact:

Lauren Monaghan, P.E.
Deputy Executive Director
LCWSA
Phone: (585) 346-3523
Email: lmonaghan@lcwsa.us

LIVINGSTON COUNTY WSA WATER & SEWER AUTHORITY

Livingston County Water & Sewer Authority
PO Box 396, 1997 D'Angelo Drive,
Lakeville, NY 14480
(585) 346-3523
www.lcwsa.us

November 2026

RFP for:
Water & Sewer Service – Installations and Repairs
and
Water & Sewer Main – Repairs
(2027 Contract)

INTRODUCTION

Livingston County Water & Sewer Authority (LCWSA) is soliciting proposals from qualified contractors to perform the following work:

- **Sewer Service Installations –** Approximately four (4) sewer service installations including taps, per year.
- **Sewer Service Repairs –** Approximately two (2) sewer services to be repaired, per year.
- **Water Service Installations -** Approximately four (4) long side water service installations via directional drill, per year.
- **Water & Sewer Main Repairs, including Emergency Repairs –** Approximately two (2) – five (5) mainline repairs, including emergency repairs, per year.
- **Surface Restoration including Paving.**

If you wish to undertake any part of this work for the LCWSA in 2027, a proposal must be submitted. It is understood that a contractor may choose not to provide a proposal for some parts of the work; however, if a contractor elects to participate in any portion of the work for 2027, a proposal must be submitted for that part of the work.

AWARD

To maximize flexibility and ensure that work is completed in a timely manner, LCWSA intends to compile a list of multiple contractors who are willing to complete the above-mentioned work. This information will be presented in matrix format, based on the price proposals submitted by the various contractors.

For **Water & Sewer Service Installations**, LCWSA will email the contractor with the lowest bid based on location (e.g., State Right-of-Way, Town Road, etc.), service size, and scope of work (short side or long side), to verify if they are interested in completing the specific work. If the contractor is interested in completing the work, they will need to respond within 24 hours. If there is no response, LCWSA will proceed with contacting the second low bidder, etc.

For **Water & Sewer Service Repairs** and **Water & Sewer Main Repairs**, the same process as described above will be followed, except LCWSA will contact the lowest bidder by phone and the contractor will need to respond within 4 hours if they are interested in performing the work.

By submitting a price proposal, The Contractor is committing to hold his/her pricing until December 31, 2027. Prior to December 1, 2027, LCWSA may contact all Contractors to offer the option of extending the term of the contract for one (1) additional year (to December 31, 2028) at the same pricing submitted for the 2027 contract. Contractors are not obligated to hold their pricing beyond December 31, 2027.

TABLE OF CONTENTS

The RFP is organized as follows:

SECTION 1.0 REQUIREMENTS AND QUALIFICATIONS
SECTION 2.0 SCOPE OF WORK
SECTION 3.0 MATERIALS
SECTION 4.0 LABOR
SECTION 5.0 MWBE & SDVOB PARTICIPATION
SECTION 6.0 SUBMISSION OF PROPOSALS

ATTACHMENTS

1. Exhibit A – Water Details
2. Exhibit B –Sanitary Sewer Details
3. Price Proposal Sheets (7 pages total) **
4. Standard Contract Requirements (Appendix A, Appendix B, Appendix C) **
5. Livingston County Water & Sewer Authority Compliance with NYS Finance Law Section 139-j and 139-k ("Lobbying Law") **

*** Contractor shall fill in and sign these documents and submit to LCWSA as his/her completed proposal***

SECTION 1.0 REQUIREMENTS AND QUALIFICATIONS

The contractor shall be prepared and trained to follow and know all OSHA rules for excavation, Asbestos safety, and other applicable rules.

The contractor shall be prepared and trained to follow and know all DOT (Department of Transportation) rules for working within the state right of way, including the submission of a permit.

The contractor shall be prepared and trained to follow and know all (Department of Health) DOH rules for working with a public water supply.

The contractor shall be prepared and trained to follow all (Department of Environmental Conservations) DEC rules for working with a public sewer system.

The contractor shall be prepared and trained to follow all local laws such as erosion control, local highway department requirements and other local laws.

The contractor shall have the following:

a. Insurance per specifications attached.
b. Safety level of 1.0 or better.

SECTION 2.0 SCOPE OF WORK

Water Service Installation or Repair
(See Exhibit A for the standard specifications/detail for a water service)
All water service installations are wet taps and require equipment to "tap" into water main for ¾ inch, 1 inch or 2-inch services. Larger taps are considered specialty work and will be coordinated outside of this proposal. Water service repairs may require water to be turned off.

Sewer Service Installation or Repair
(See Exhibit B for the standard specifications/detail for a sewer service)
If a repair is done on sewer service that does not have a clean out, a clean out must be installed.

Water Main Repair
Water main repairs are the water mains, valves, hydrants, blowoffs, or other appurtenance on the water main. This work does not include mechanical or electrical work within the system and is considered different than water service repairs. If the Contractor requires the water to be turned off, the contractor will have to contact the LCWSA, and staff will turn off the water. If water service is turned off to complete work, Contractor must be prepared to complete the work within four hours or a "boil water notice" will have to be issued for the area. LCWSA will assist the contractor with the distribution of notices, if necessary.

Sewer Main Repair
Sewer main repairs are gravity, force main pipelines and manholes within the sewer system. This work does not include mechanical or electrical work within the system for sewer service repairs. For force main repairs, the contractor may be required to set up a sewer bypass system to pump waste to the next nearest gravity manhole or plan for sewage to be moved around the sewer pump station so that the repair can be made.

SECTION 3.0 MATERIALS

For **Water and Sewer Service Installations**, the Contractor shall furnish all materials necessary to complete the work, in accordance with LCWSA material specifications provided below. The cost of these materials shall be included in the Contractor's price proposal sheets for:

- Water Service – Installations (Short Side & Long Side, ¾", 1", and 2")
- Sewer Service – Installations (Short Side & Long Side, 4" and 6")

For **Water and Sewer Service Repairs**, the Contractor shall furnish all materials necessary to complete the work, in accordance with LCWSA material specifications identified above. An itemized list of materials with costs shall be submitted by the Contractor upon completion of the repair. Therefore, only the labor component shall be included in the Contractor's price proposal sheets for:

- Water Service – Repairs (¾", 1", and 2")
- Sewer Service – Repairs (4" and 6")

For **Water and Sewer Main Repairs**, the Contractor shall furnish all materials necessary to complete the work, in accordance with LCWSA material specifications identified below. An itemized list of materials with costs shall be submitted by the Contractor upon completion of the repair. Therefore, only the labor component shall be included in the Contractor's price proposal sheets for:

- Water Main – Repairs (2" thru 24")
- Sewer Main – Repairs (2" thru 24")

The bidder hereby quotes the following prices for water and sewer materials as listed below, subject to the following conditions and specifications:

SECTION 3.1 SERVICE MATERIALS

A. Plastic water tubing: 3/4-inch minimum nominal diameter, virgin, ultrahigh molecular weight polyethylene tubing, type PE3408, SDR-9, conforming to ASTM 2737 NSF-PW, rated for 200 psi working pressure. Plastic water tubing shall bear permanent identification markings that will remain legible during normal handling, storage, installation, and service life and that will not reduce strength nor otherwise damage product. Include the following markings applied at intervals not more than 5 feet:
   1. Nominal Size,
   2. Standard PE code designation,
   3. Dimension ratio, diameter base and the word "Tubing",
   4. AWWA pressure class,
   5. AWWA designation number, C901,
   6. Manufacturer's name or trademark and production record code,
   7. Seal, or mark, of the testing agency that certified that suitability of pipe or tubing material for potable water products.

B. Tracing wire for plastic services: plastic coated 10-gauge single strand copper wire.

SECTION 3.2 CORPORATION STOPS

A. Material:

All service brass will comply with AWWA C-800. Components in contact with potable water will also comply with the latest requirements of the Federal Safe Drinking Water Act, with ground key, ball or cylinder plug construction, AWWA CC inlet threads and compression outlet.

B. Manufacturers:

1. Mueller
2. Ford
3. AY McDonald
4. Or approved equal.

SECTION 3.3 CURB STOPS

A. Material

All service brass will comply with AWWA C-800. Components in contact with potable water will also comply with the latest requirements of the Federal Safe Drinking Water Act with ground key, ball or cylinder plug valve type with compression inlet and compression or iron pipe female outlet as required.

B. Manufacturers:

a. Mueller
b. Ford
c. AY McDonald
d. Or approved equal.

SECTION 3.4 CURB BOXES: 1-INCH

A. Design

1. Curb box: arch pattern extension type with a 5½-foot bury. Bottom section arch must fit 3/4-inch and 1-inch ball valve curb stop, with a 1-inch upper section.
2. Lids: cast-iron with a threaded brass sleeve insert and brass pentagon head plug. "WATER" cast in raised letters on the lid.
3. Curb rods: 29 -35-inch length stainless steel rod.
4. Cotter Pin: brass.

B. Manufacturers:

1. Mueller
2. Ford
3. Or approved equal.

SECTION 3.5 CURB BOXES - ENLARGED BASE

A. Design

Adaptable with lower section of 1-inch arch pattern curb boxes and sized to fit over 1½-inch and 2-inch ball curb stops manufactured by A.Y. McDonald, Ford, Hays and Mueller.

B. Manufacturers:

1. Mueller
2. Ford
3. Bingham & Taylor
4. Or approved equal.

SECTION 3.6 TAPPING SADDLES FOR SERVICES ON PVC, DUCTILE IRON, CAST IRON AND ASBESTOS CEMENT MAINS.

A. Design

1. Body: metal alloy red brass 85-5-5-5 in accordance with chemical and mechanical requirements of ASTM B-62 and AWWA C800. Strap nuts fabricated of the same brass alloy, with straps made of flattened silicon bronze.
2. Outlet: AWWA Standard CC female thread.
3. Gasket: BUNA-N rubber, as per ASTM-D2000 80M5 BG506.

B. Manufacturers:

1. Ford
2. Jones
3. Romac
4. Or approved equal.

SECTION 3.7 BRASS SERVICE COUPLINGS

A. Design

Fabricated from metal alloy red brass 85-5-5 in accordance with the chemical and mechanical requirements of ASTM B62, with compression inlet and outlet.

B. Manufacturers:

1. Copper to copper, plastic tubing to plastic tubing or plastic tubing to copper:
    a. Mueller
    b. Ford
    c. Or approved equal.
2. Copper or plastic tubing to iron pipe:
    a. Ford
    b. A.Y. McDonald
    c. Or approved equal.
3. Iron pipe to iron pipe:
    a. Ford
    b. A.Y. McDonald
    c. Or approved equal.
4. Female iron pipe thread to copper or plastic tubing:
    a. Mueller
    b. Or approved equal.

SECTION 3.8 STEEL SERVICE COUPLINGS

A. Design

Body: steel, useable length 5-inch, gasket-armored, painted shop coat for repairing iron or galvanized pipe.

B. Manufacturers:

1. Iron pipe to iron pipe:
    c. Dresser: Style 90, with armored gaskets
    d. Grinnell Mechanical 705, 716, or 772
    e. or approved equal

SECTION 3.9 BRASS SERVICE FITTINGS

A. All brass components in contact with potable water must be made from either CDA/ UNS Brass Alloys C89520 or C89833 with a maximum lead content of 0.25% by weight.

B. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from the low-lead alloy.

SECTION 3.10 WATER METER PIT INCLUDING COVER

A. Design

1. Prefabricated coil style meter pit designed for cold weather climates with 60 inch bury depth. The meter inlet shall be equipped with a ball valve, and the meter outlet shall be equipped with a dual check valve. There shall be an internal platform that normally sits near the bottom of the box but can be raised to the surface for maintenance and meter replacements.
2. Pit inlet and outlet shall be MPT threads with polyethylene coil within the pit.
3. Cover shall be cast iron flat lid with inner insulation/frost lid. The words “WATER METER” shall be cast into the top lid and there shall be a 2” hole and recessed for meter read antenna.

B. Manufacturers:

1. Mueller
2. AY McDonald

SECTION 4.0 LABOR

The Contractor shall provide all necessary personnel for the job per above requirements listed. Labor will be sufficient to provide for safe working conditions. LCWSA will provide inspections and some assistance with operation of valves as necessary. Please note that work to be completed under this contract shall constitute “public work” and is therefore subject to the NYS prevailing wage rate classification for the work to be performed. Contractors who will be submitting proposals should fill in the Price Proposal Sheets accordingly. If selected to perform water and /or sewer installations or repairs, Contractors will be required to submit certified payroll forms with each invoice.

Water and Sewer Service Installations

The Contractor will provide complete installation of the following:

1. Installation per the typical details provided for the material specification and construction specification within the boundaries shown, including the tap.
2. Installation includes receiving all permits necessary.

3. Contractor is responsible for contacting UFPO (Underground Facilities Protection Organization).
4. Installation includes all regulatory requirements.
5. Complete restoration of the area disturbed.
6. Installations will have to be completed within four (4) weeks from the date of accepting the job.

Water and Sewer Service Repairs

(After utility stake-out request is made, work shall be completed within 72 hours)

The Contractor will provide complete repair for any service within the LCWSA service area. Repair will include the following:

1. The contractor, when repairing a lateral, will install a sewer clean out if one does not exist.
2. Complete restoration of the area disturbed.
3. Repair per the details provided for the material specification and construction specification within the boundaries shown.
4. Repair included receiving all permits necessary.
5. Contractor is responsible for contacting UFPO.
6. Repair includes all regulatory requirements.

Emergency* Water and Sewer Service Repairs

(After emergency utility stake-out request is made, work shall be completed within 24 hours)

The Contractor will provide emergency repairs on water and sewer services in the LCWSA service area. Services are defined by Exhibits A and B. Contractor is responsible for contacting UFPO. An emergency repair must be started when UFPO has cleared all other utilities. Water service emergencies normally do not require the water to be turned off, but they may, depending on the situation. The LCWSA will operate all valves for the contractor as necessary.

Emergency* Water and Sewer Main Repairs

(After emergency utility stake-out request is made, work shall be completed within 24 hours)

The Contractor will provide emergency repairs to water and sewer mains in the LCWSA service area.
Contractor is responsible for contacting UFPO. An emergency repair must be started when UFPO has cleared all other utilities. The LCWSA will operate all valves for the contractor as necessary. For force main repairs, the contractor may be required to set up a sewer bypass system to pump waste to the next nearest gravity manhole or plan for sewage to be moved around the sewer pump station so that the repair can be made.

In Price Proposal sheets, Contractor shall include a cost per hour, to be added as a "surcharge" for those repairs that are designated as "emergency" repairs*

SECTION 5.0 MWBE & SDVOB PARTICIPATION

LCWSA is committed to maximizing minority and women business enterprise (MWBE) and service-disabled veteran- owned business (SDVOB) contracting opportunities, in accordance with Article 15-Aand Article 17-B of NYS Executive Law. NYS MWBE and SDVOB certified firms are encouraged to respond to this RFP.

SECTION 6.0 SUBMISSION OF PROPOSALS

A complete proposal shall consist of the following:

- Price Proposal Sheets (7 pages total)
- Standard Contract Requirements (Appendix A, Appendix B, Appendix C)

- Livingston County Water & Sewer Authority Compliance with NYS Finance Law Section 139-j and 139-k ("Lobbying Law")

Deadline for submission of proposals is Friday- **December 4, 2026 @ 4:00 p.m.**

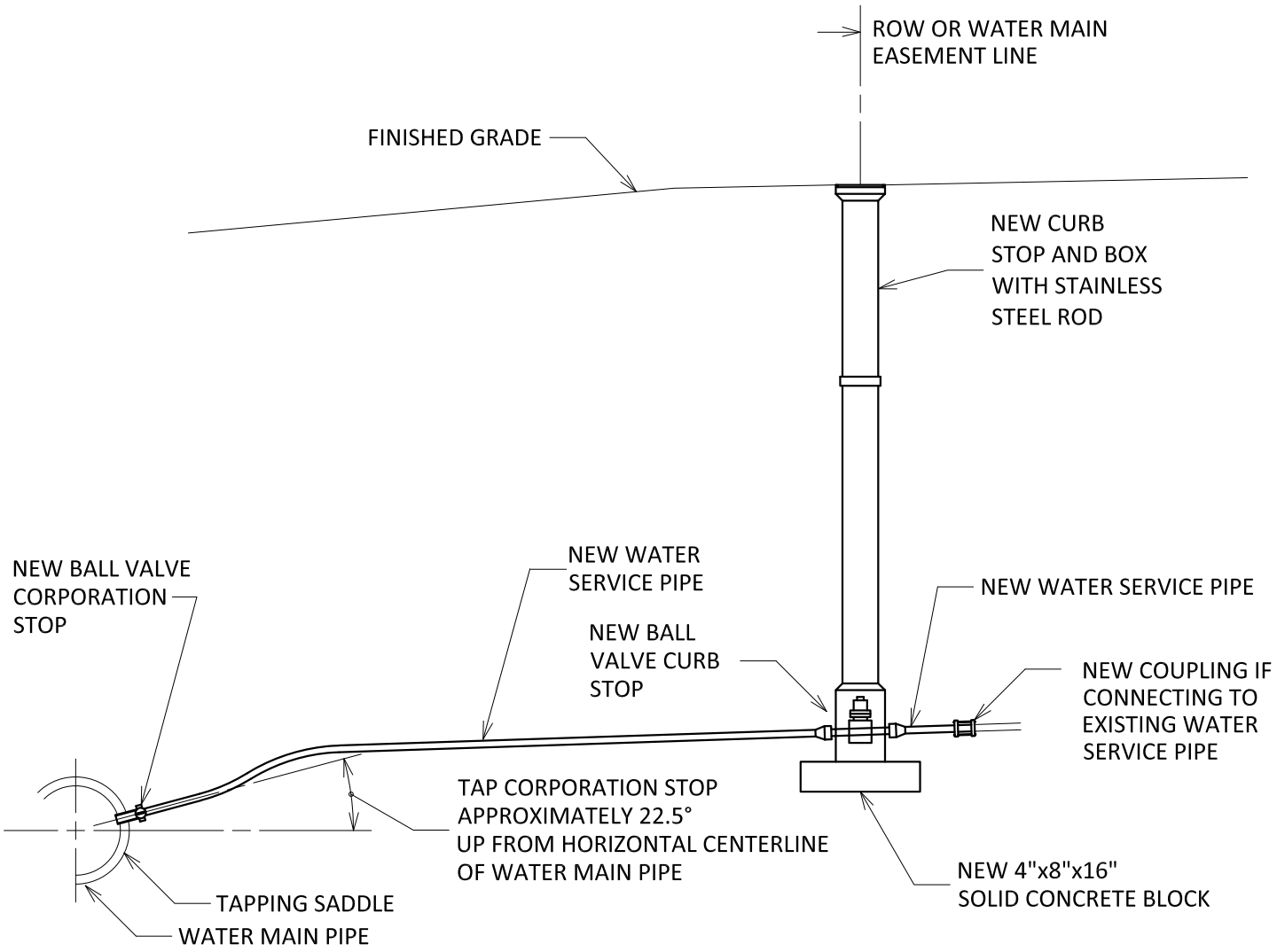
Proposals can be e-mailed to Lauren Monaghan (Deputy Executive Director) @ lmonaghan@lcwsa.us or they can be mailed to the address below

Livingston County Water & Sewer Authority
Attn: Lauren Monaghan, Deputy Executive Director
1997 D'Angelo Drive
PO Box 396
Lakeville, NY 14480

Late submittals will not be considered.

All questions regarding this RFP shall be directed to the Designated Contact, identified above.

EXHIBIT A
(Water Details)



NOTES:

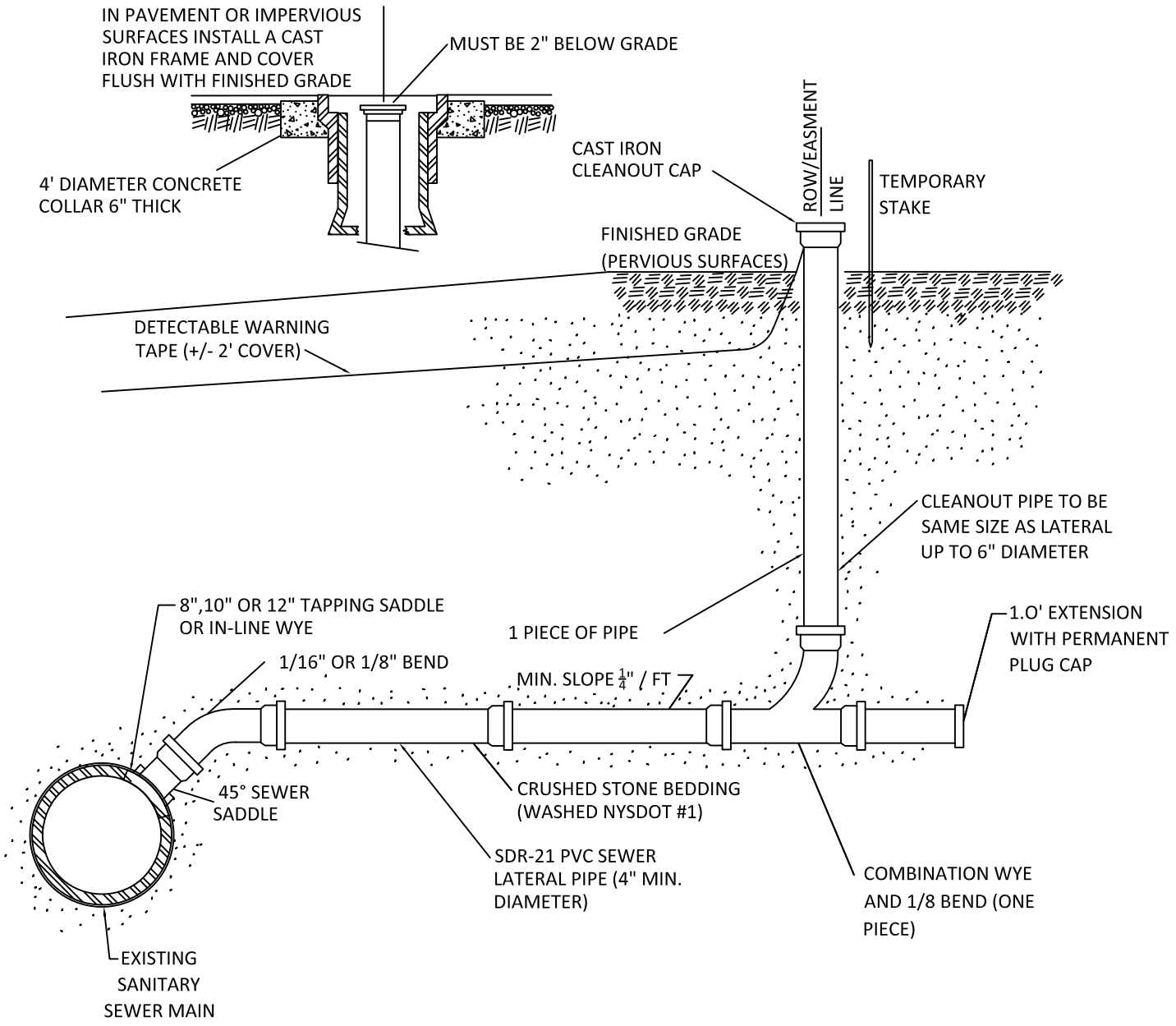
1. WATER SERVICE PIPE IS TO HAVE MINIMUM COVER DEPTH OF 5 FEET FROM FINISHED SURFACE.
2. WATER SERVICE TAP IS TO BE MADE ON CUSTOMER SIDE OF WATER MAIN PIPE. FOR PLASTIC AND CAST/DUCTILE IRON WATER MAIN PIPE USE DOUBLE STRAP BRASS TAPPING SADDLE.
3. WATER SERVICE PIPE IS TO RUN PERPENDICULAR TO WATER MAIN PIPE.
4. FOR WATER SERVICE PIPE 1½ INCHES AND LARGER, ADD CURB BOX ARCH TO CURB BOX.
5. TRACER WIRE MUST BE INSTALLED FOR PLASTIC WATER SERVICE PIPE.
6. WARNING TAPE MUST BE INSTALLED WITH ALL OPEN CUT TRENCHED WATER SERVICE PIPE INSTALLATIONS.
7. NO CURB BOXES SHALL BE LOCATED IN DRAINAGE SWALES OR DITCHES.

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

NEW WATER SERVICE DETAIL

ISSUED	JUNE 1998	W-01
REVISED	MAY 2025	

EXHIBIT B
(Sanitary Sewer Details)



NOTES:

1. INSTALLATIONS BY UTILITY CONTRACTORS REQUIRE A SEWER PERMIT AND ARE INSPECTED BY AN LCWSA INSPECTOR. DO NOT BACKFILL PRIOR TO INSPECTION.
2. A BACKFLOW PREVENTION VALVE IS RECOMMENDED AND CAN BE INSTALLED INSIDE OR OUTSIDE.
3. MINIMUM COVER OF SANITARY SEWER LATERAL SHALL BE 4' BELOW FINISHED GRADE
4. ALL CONNECTIONS SHALL BE GASKETED TYPE. NO GLUED CONNECTIONS OR FLEXIBLE COUPLING SHALL BE USED.
5. CONNECTIONS TO EXISTING SEWER MAIN SHALL BE PVC GASKETED TYPE WYE CONNECTION SADDLES.

LIVINGSTON COUNTY WATER AND SEWER AUTHORITY

TYPICAL SANITARY SEWER LATERAL MAIN SIDE DETAIL

ISSUED	DECEMBER 2022	S-01
REVISED		

PRICE PROPOSAL SHEETS
(4 pages total)

LCWSA - 2027 CONTRACT

PRICE PROPOSAL FOR: **NEW SEWER SERVICE - INSTALLATIONS**

COST OF LABOR AND MATERIALS FOR:	SHORT SIDE - 4"			LONG SIDE - 4"		
	DEPTH:			DEPTH:		
	UP TO 6 FT	6-12 FT	> 12 FT	UP TO 6 FT	6-12 FT	> 12 FT
Installation on a STATE ROW	LS	LS	LS	LS	LS	LS
Installation on a COUNTY ROW	LS	LS	LS	LS	LS	LS
Installation on a LOCAL/TOWN ROW	LS	LS	LS	LS	LS	LS
Installation on a PRIVATE Rd OR EASEMENT	LS	LS	LS	LS	LS	LS

COST OF LABOR AND MATERIALS FOR:	SHORT SIDE - 6"			LONG SIDE - 6"		
	DEPTH:			DEPTH:		
	UP TO 6 FT	6-12 FT	> 12 FT	UP TO 6 FT	6-12 FT	> 12 FT
Installation on a STATE ROW	LS	LS	LS	LS	LS	LS
Installation on a COUNTY ROW	LS	LS	LS	LS	LS	LS
Installation on a LOCAL/TOWN ROW	LS	LS	LS	LS	LS	LS
Installation on a PRIVATE Drive/Rd OR EASEMENT	LS	LS	LS	LS	LS	LS

*All pricing includes applicable Traffic Control

CONTRACTOR NAME: _____

CONTRACTOR SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

ADDRESS: _____

EMAIL ADDRESS: _____

LCWSA - 2027 CONTRACT

PRICE PROPOSAL FOR: **NEW WATER SERVICE - INSTALLATIONS**

COST OF LABOR AND MATERIALS FOR:	SHORT SIDE			LONG SIDE (Via Direction Drill)		
	3/4"	1"	2"	3/4"	1"	2"
Installation on a STATE ROW	LS	LS	LS	LS	LS	LS
Installation on a COUNTY ROW	LS	LS	LS	LS	LS	LS
Installation on a LOCAL/TOWN ROW	LS	LS	LS	LS	LS	LS
Installation on a PRIVATE Rd OR EASEMENT	LS	LS	LS	LS	LS	LS

CONTRACTOR NAME: _____

CONTRACTOR SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

ADDRESS: _____

EMAIL ADDRESS: _____

LCWSA - 2027 CONTRACT

PRICE PROPOSAL FOR: **WATER & SEWER REPAIRS LABOR ONLY**

Manpower	Hourly Rate $	
		/hour
		/hour
		/hour
		/hour
Emergency Response Surcharge		/hour

Repairs include services and main lines that are owned and operated by LCWSA which are located within the public right-of way or easements.
Bidders can include a single rate or multiple rates depending on their rate structure.
In the event of an Emergency, the additional surcharge rate will be added to each individual rate accordingly.

CONTRACTOR SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PRICE PROPOSAL FOR: **ADDITIONAL EXPENSES**

Erosion control		/SF
Sidewalks Repairs / Replacement		/SF
Granite Curbs Replacement		/LF
Concrete Gutters Repair/Replacement		/LF
Asphalt Restoration		/SF
Add if sewer main is Asbestos Concrete Pipe		LS
Add if watermain is Asbestos Concrete Pipe		LS
Core Boring Manhole		LS
Installation of Meter Pit Supplied by LCWSA		LS

CONTRACTOR NAME: _____

CONTRACTOR SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

ADDRESS: _____

EMAIL ADDRESS: _____

STANDARD CONTRACT REQUIREMENTS
(Appendix A, Appendix B, Appendix C)

Standard Contract Requirements

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after "Authority").

1. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

2. **WORKER'S COMPENSATION BENEFITS**. In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.

3. **NON-DISCRIMINATION REQUIREMENTS**. In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

5. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on

Contractor's behalf.

6. **SET-OFF RIGHTS**. The Authority shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Authority with regard to this contract.

7. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority Treasurer or Authority Executive Director or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

8. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

9. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. **NO ARBITRATION AND SERVICE OF PROCESS**. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

11. **BUDGETED FUNDS**. This contract is executory only to the extent of funds available and the Authority shall incur no liability beyond the funds appropriated therefore.

12. **APPROVAL OF AUTHORITY BOARD**. This contract is subject to and conditioned upon approval by the Livingston County Water and Sewer Authority Board.

13. **INCORPORATION**. The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

_____
Livingston Co Water & Sewer Authority

_____
Contractor
(Signature of Authorized Official Required)

Standard Contract Requirements
APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after "Authority").

I. The Authority shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Authority all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-build plans and shop drawings. In any of these events, the Authority shall make settlement with the Contractor upon an equitable basis as determined by the Authority which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of the termination date, applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Authority in defending any suit, including attorneys' fees. Furthermore, at the option of the Authority, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Authority for any damage or loss arising out of the negligence or willful misconduct of the Authority, its agents or employees.

III. A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Authority.

B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Authority.

C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Authority. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Authority, to avoid, mitigate, or minimize the actual or potential conflict.

D. Remedies - The Authority may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Authority, the Authority may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Authority pursuant to this clause.

E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the

Authority. Each payment request must contain such items of information and supporting documentation as required by the Authority, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason of this contract. It further agrees that it will not make against the Authority any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

_____

Livingston County Water & Sewer Authority

_____

Contractor
(Signature of Authorized Official Required)

STANDARD CONTRACT INSURANCE REQUIREMENTS
APPENDIX C

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Livingston County Water & Sewer Authority as an unrestricted additional insured on the contractor's/permittee's insurance polices, with the exception of workers' compensation and professional errors and omissions. **The Contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the Authority is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Authority attorney.

II. The policy naming the Authority as an additional insured shall:

- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
- contain a 30 day notice of cancellation;
- state that the organization's coverage shall be primary coverage for the Authority, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the Authority shall be in excess of the contractors insurance, and shall not contribute with it.

III. The contractor/permittee agrees to indemnify the Authority for any applicable deductibles or self insurance reserves.

IV. Required Insurance:

- **Commercial General Liability Insurance**
  $1,000,000 per occurrence/ $2,000,000 aggregate per project.
- **Automobile Liability**
  $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
  Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact the Authority Attorney for determination of necessity.)**
  $1,000,000 per occurrence/$2,000,000 aggregate, with the Authority as the named insured.
- **Professional Errors and Omissions Insurance (If professional service contract)**
  $1,000,000 per occurrence/ $2,000,000 aggregate for the negligent professional acts of the contractor.

V. The contractor/permittee is to provide the Authority with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Contractor/permittee shall provide the Authority with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the Authority with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the LCWSA, PO Box 396, Lakeville, NY 14480, and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the Authority, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and

all other legal remedies available to the Authority, including termination of the contract. The failure of the Authority to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Authority.

VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Authority, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, the contractor shall upon notice to that effect from the Authority, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Authority, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Authority.

In the event that claims, for which the Authority may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Authority.

The Authority reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the Authority within ten days of such request.

VII. **ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE**:

The contractor/permittee shall file with the Authority Executive Director prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

a. Name and address of insured
b. Issue date of certificate
c. Insurance company name
d. Type of coverage in effect
e. Policy number
f. Inception and expiration dates of policies included on certificate
g. Limits of liability for all policies included on certificate.
h. Certificate holder shall be Livingston County Water & Sewer Authority, 1997 D'Angelo Drive, PO Box 396, Lakeville, New York 14480.
i. Description of contract for which insurance is being provided.
j. Insurance agent's name, address and phone number.

.

_____

Contractor
(Signature of Authorized Official Required)

_____

Date

LIVINGSTON COUNTY WATER & SEWER AUTHORITY COMPLIANCE WITH NYS FINANCE LAW SECTION 139-J AND 139-K ("LOBBYING LAW")

LIVINGSTON COUNTY
WATER & SEWER AUTHORITY

Compliance with
NYS Finance Law
Section 139-j and 139-k
("Lobbying Law")

Revised November, 2022

NEW YORK STATE'S STATE FINANCE LAW SECTIONS 139-J AND 139-K

All procurements by the Authority in excess of $15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as any oral, written or electronic communications with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding a procurement) during the "restricted period" of procurement (defined as the period of time commencing with written notice advertisement or solicitation of a request for proposal, invitation for bids or solicitation of proposals and ending with the final contract award and approval by the Authority) must be made with the Designated Point of Contact only. Exceptions to this rule include:

- Submission of written proposals in response to a request for proposals, invitations for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;
- Submission of written questions (by a method set forth in the request for proposals, invitation to bid or other method for soliciting a response from offerers intending to result in a procurement contract), when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract;
- Participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders (as provided for in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract);
- Complaints by an offerer regarding the failure of the person or persons designated by the Authority pursuant to NYS Finance Law Section 139-j, to respond in a timely manner to authorized offerer contacts, made in writing to the office of general counsel of the Authority, provided that any such written complaints shall become a part of the procurement record;
- Offerers who have been tentatively awarded a contract and are engaged in communications with the Authority solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;
- Contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding; or

- Complaints of alleged improper conduct by the Authority to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- Protests, appeals or complaints to the State Comptroller's Office during the process of contract approval, where the State Comptroller's approval is required, provided that the State Comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of the NYS Finance Law; or
- Complaints of alleged improper conduct in a governmental procurement conducted by the Authority to the State Comptroller's Office;
- Communications between offerers and the Authority that solely address the determination of responsibility by the Authority of an offerer;
- Complaints by minority-owned business enterprises or women-owned business enterprises, certified as such by the Division of Minority and Women's Business Development, to the Minority and Women-Owned Business Enterprise Statewide Advocate concerning the Authority's failure to comply with the requirements of section three hundred fifteen of the NYS Executive Law;
- Communications between the Minority and Women-Owned Business Enterprise Statewide Advocate and the Authority in furtherance of an investigation of the Minority and Women-Owned Business Enterprise Statewide Advocate pursuant to section three hundred twelve-a of the NYS Executive Law;
- Communications between the Authority and offerers that provide information to offerers regarding the status of the review, oversight, or approval of a procurement that has been submitted to or is under review by the Authority.

No offerer shall attempt to influence the Authority procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law.

Violations of contact restrictions shall include any contacts during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity other than the Authority; provided, however, that nothing herein shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement being conducted by the Authority, provided that the member of the state legislature or legislative staff is acting in his or her official capacity.

Alleged violations of this policy regarding permissible contacts must be reported to the appropriate Authority officer and investigated immediately. If sufficient cause exists to believe that such allegation is true, the investigating Authority officer shall give the offerer reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation.

A finding that an offerer has knowingly and willfully violated the provisions of New York State's State Finance Law Sections 139-j and/or 139-k shall result in a determination of non-responsibility for such offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this paragraph "offerer"), shall not be awarded the procurement contract, unless the Authority finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Any subsequent determination of non-responsibility due to violation of these requirements within four years of a determination of non-responsibility resulting from a previous violation of the requirements of New York State Finance Law section 139-j or 139-k shall result in the offerer being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second final determination.

All offerers are required to disclose any prior findings of non-responsibility due to violations of York State's State Finance Law Sections 139-j and/or 139-k within the previous four years by any governmental entity (other than the Authority). The failure of offerers to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision shall be considered by the Authority in its determination of responsibility; provided, further, that the Authority shall not award a contract to an offerer who fails to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision unless it finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Upon a determination of non-responsibility or debarment due to a violation of these provisions, the Authority is required to notify the Office of General Services, which maintains a list of all offerers who have been determined to be non-responsible bidders or debarred due to violations of the requirements of York State's State Finance Law Sections 139-j and/or 139-k.

Moreover, the statutes require the Authority to obtain certain affirmation and certifications from bidders and proposers. This **SCHEDULE** contains the forms to comply, with additional information and instructions.

Designated Point of Contact for this project is _____.

COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law §139-k (2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9) or New York State Executive Order 127. In accordance with State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (1) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with New York State law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORM IS ON THE NEXT PAGE.

COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k

DISCLOSURE OF PRIOR NON-RESPONBIBILITY DETERMINATIONS

Name of Bidder/Proposer:_____

Address: _____

_____

Name and title of person submitting this Form: _____

Has any governmental entity* made a finding of non-responsibility regarding The Bidder/Proposer in the previous four years? No Yes

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? No Yes

Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? No Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

_____ (add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/ Proposer due to the intentional provision of false or incomplete information? No Yes

*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.).

COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k

BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder/Proposer:

(a) Affirms that the Bidder/Proposer Understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.

(b) Certifies that all information provided to the Authority with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

Bidder/Proposer or
Contractor/Consultant: _____
(Full Legal Name)

Address: _____
_____
_____

Business
Telephone Number: _____

THE AUTHORITY'S RIGHT TO TERMINATE

The Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant as Bidder/Proposer (offerer), in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.