



Wayne County Water & Sewer Authority  
(WCWSA)  
REQUEST FOR PROPOSALS

WATER AND SEWER LATERAL SERVICE LINE WARRANTY PROGRAM

RESPOND NO LATER THAN:  
11:00 AM on  
November 9<sup>th</sup>, 2023

All inquiries:

Jessica Freling, Executive Administrative Assistant  
Wayne County Water & Sewer Authority  
Phone (315) 986-1929  
Email: [jfreling@wcwsa.org](mailto:jfreling@wcwsa.org)

WCWSA RFP  
SERVICE LINE WARRANTY PROGRAM

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WCWSA RFP  
SERVICE LINE WARRANTY PROGRAM

1. GENERAL INFORMATION

A. PURPOSE

In issuing this Request for Proposals (“RFP”), the Wayne County Water & Sewer Authority (“WCWSA”) is soliciting competitive, sealed proposals from qualified vendors (“Proposers”) to offer a water service line and sanitary sewer lateral protection policy program (herein, the “Program”) to WCWSA customers. The contract that results from this RFP (the “Contract”) will be a subscription-based contract awarded to the firm or company (the “Contractor”) offering the best combination of merit and price, as determined by WCWSA. The Contractor will be allowed to market the Program to WCWSA customers and enter into policy agreements with such customers. The customers will be billed directly by the Proposer.

The primary objectives of offering service line protection to WCWSA customers are to:

- Provide owners of residential properties affordable protection against the significant, unexpected costs of repairing or replacing leaking water service lines and/or sanitary sewer lateral lines.
- Ensure that timely, high quality plumbing service in adherence to local and state codes are provided to covered customers;
- Educate property owners as to their responsibility regarding service line maintenance; and
- Minimize damage to surrounding streets and infrastructure, and reduce expense to the property owner and WCWSA by ensuring repairs are made in a timely manner.

B. BACKGROUND

Each property owner in the WCWSA service area is responsible for maintaining his/her water service line beginning at the connection to the water main edge of the public right of way (curb stop) and continuing to the building line. In addition, each property owner in the WCWSA service area is also responsible (where applicable) for maintaining his/her sanitary sewer lateral beginning at the lateral connection to the sewer main at the street, all the way into the building. Because failure of a service line is unpredictable, repairs tend to be expensive, and individual property owners may not be prepared to respond quickly or with full knowledge of what is required to remedy the situation, WCWSA is of the opinion that there could be significant benefits of a service line protection program for WCWSA customers. Additionally, WCWSA believes that such a program would be in the best interest of WCWSA, as the expeditious repair of leaking and broken service lines under the program would help prevent damage to WCWSA infrastructure, reduce response costs for WCWSA, limit damage to homes, reduce levels of non-revenue water, lower sewer system loading due to ground water infiltration, and enable WCWSA resources to be used more efficiently.

**Water Service Lines.** WCWSA is interested in offering water service line protection to residential properties with service lines of two inches or less. The age of the properties and the age and condition of the water service lines vary widely. As a proxy for the diameter of existing water service lines, the meter sizes of existing accounts will be used. In many cases, meter size is representative of water service line diameter. However, in many other instances, the two may not be equal, and this usually occurs when the service line is one size larger than the meter size. Note that WCWSA’s current requirements

for repairing a water service line allow for partial replacement to be completed with the same size line; for full replacements, the minimum diameter requirement is 1”.

The stock of water service lines in the overall WCWSA service area is comprised primarily of copper and HDPE (plastic). Galvanized steel, and ductile iron or a combination of lead goosenecks and other materials generally comprise the balance of existing water service lines . Under current regulations, lead service lines cannot be repaired but must be replaced, and lines measuring less than 2” in diameter must be replaced with copper tubing or HDPE plastic. Based on conservative WCWSA estimates, it is possible that up to 10% of service lines could be at least partially made of lead.

***Sanitary Sewer Laterals:*** *WCWSA is interested in offering sanitary sewer lateral protection to residential properties with lateral sizes of 6” or less. Most laterals within the overall WCWSA services areas are 4” in diameter and are typically comprised of the following materials: PVC (plastic), clay tile, cast iron and orangeburg pipe. Sewer mains at the point of lateral connection vary in material type across the service areas but are typically clay tile, asbestos cement (ACP), PVC (plastic), or cast iron. Laterals are the responsibility of the homeowner from the main to the house in some communities.*

#### C. PROPOSAL SUBMISSION

1. The sealed proposals must be submitted not later than 11:00 AM on November 9<sup>th</sup>, 2023 to:

Jessica Freling, Executive Administrative Assistant  
Wayne County Water & Sewer Authority  
3377 Daansen Road  
Walworth, NY 14568  
Ph: (315) 986-1929  
Email: [jfreling@wcwsa.org](mailto:jfreling@wcwsa.org)

2. One (1) original and three (3) copies of the Proposal shall be in a sealed envelope and must be marked prominently on the outside “WCWSA RFP – SERVICE LINE WARRANTY PROGRAM”.
3. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by WCWSA during the pre-award process.
5. The proposal shall be binding for a period of sixty (60) days from the due date for submission.
6. WCWSA will not be responsible for any expenses incurred by a Proposer in connection with this procurement.
7. If necessary, interviews/negotiations will be scheduled by the Evaluation Committee with one or more of the Proposers.

D. QUESTIONS

Any questions regarding this Request for Proposal should be directed in writing to Jessica Freling, Executive Administrative Assistant [jfreling@wcwsa.org](mailto:jfreling@wcwsa.org) by 3:00 PM, on October 27<sup>th</sup>, 2023. Inquiries received after 3:00 PM on October 27<sup>th</sup>, 2023 will not receive responses. No telephone calls with questions will be taken. Responses to questions will be issued in the form of an addendum by November 1st, 2023.

2. GENERAL CONDITIONS

- A. No verbal information provided to proposers will be binding on WCWSA. This RFP will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the deadline for submitting questions or comments. All alterations to the RFP will be made in the form of written addenda which will be available to all Proposers. These addenda shall then be considered to be part of this RFP.
- B. Submissions of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the RFP.
- C. WCWSA reserves the right to reject any and all proposals submitted and to request additional information from any Proposer and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of WCWSA. WCWSA may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with provisions. If negotiations are opened, WCWSA may elect, at its sole and absolute discretion, to award a contract based on initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, WCWSA may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on the negotiations. Contract award will be based on the offers submitted, as well as any and all negotiations conducted. WCWSA further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of WCWSA.
- D. The award will be made to that representative and responsible vendor whose proposal, conforming to specifications; will be most advantageous to WCWSA customers. Price and other factors will be considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost proposal.
- E. WCWSA shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the RFP. In case such deductions or additions are made, an equitable price adjustment shall be made between WCWSA and the Contractor. Any such adjustments in price shall be made in writing.
- F. After notice from WCWSA, the selected Proposer has fourteen (14) days to enter into contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then WCWSA reserves the right to retract the Notice of Award and enter into a contract with another proposer.

- G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.
- H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to WCWSA upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to WCWSA or who had failed to faithfully perform any previous contract with WCWSA. Where work is to be performed by a subcontractor, the Proposer must certify that the subcontractor is fit and capable to perform the work required.

3. COMPLIANCE WITH LAWS

The Proposer shall at all times observe and comply with all laws, ordinances, regulations and codes of Federal, State of New York, WCWSA and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

4. PROPOSER COMPLIANCE

Each vendor is required to be in compliance with New York State and local tax requirements. Accordingly, each vendor shall register for and obtain a business tax license prior to the award of this contract.

5. CONTRACT TERMINATION

The contract may be canceled by WCWSA by giving the Vendor written notice of intent to cancel.

6. EQUAL EMPLOYMENT

Proposers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Proposer will take affirmative action to ensure that job applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veterans' status, political opinions or affiliations, lawful activity in any employee organization, nation origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7. INDEMNIFICATION

- A. The Proposer shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout trade, or by freight embargoes not caused or participated by the Proposer. The Proposer shall have charge and control of the entire work until completion and acceptance of the same by WCWSA.

- B. The Proposer shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damages to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- C. The proposer shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of weather, or similar other causes, and he shall assume the defense of and indemnify and hold harmless WCWSA, its employees, agents, officials, representatives, attorneys and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance thereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event WCWSA or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not WCWSA or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

8. INSURANCE

The Proposer, prior to commencing work, shall provide, at its own expense, the types and amounts of insurance listed on the attached Insurance Requirements sheet. Each Certification of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in policies to WCWSA. All policies shall name WCWSA, its officers, agents or employees as additional insureds. This coverage shall be reflected on the Certificates of Insurance. Certificates of Insurance shall be provided annually.

Nothing contained in this section shall be construed as limiting the extent of the proposer's responsibility for payment of damages resulting from its operations under the contract.

9. OPEN RECORDS LAW/PUBLIC INFORMATION

Any contract dealing with the receipt or disbursement of funds by WCWSA or WCWSA's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Freedom of Information law.

The following are not subject to disclosure under an exception in the law:

- A. A proposal pertaining to WCWSA's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all RFPs; and
- B. Financial information of a Proposer requested in an invitation to RFP or request for proposals to demonstrate the Proposer's economic capability.

10. TRANSFERS AND ASSIGNMENTS

- A. Proposer shall not, without written consent of WCWSA, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of WCWSA shall render this agreement null and void.
- B. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Proposer or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken buy or against Proposer, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.
- C. Shareholders and/or partners of Proposer may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control to Proposer to any persons, corporation, partnership or legal entity other than the majority controlling interest at the time of execution of this agreement, approval thereof by WCWSA shall be required. Consent to any such transfer shall only be refused if WCWSA finds that the transferee is lacking in experience and/or financial ability to render and provide services.

11. SCOPE OF SERVICES

WCWSA intends to procure the services of a company that will offer a service line protection plan as defined below (the "Scope of Services"). The vendor will be expected to perform services, including the following:

- A. Development of a plan and marketing materials for marketing the offering to WCWSA customers subject to prior WCWSA approval;
- B. Staffing and maintenance of a 24-7 toll-free call center for notifying the protection provider of service line issues. All claims' calls must be answered by a live representative at all times;
- C. Timely response to service line leaks or other failures, which includes
  - 1. Emergency\* repairs must commence within four (4) hours
  - 2. Non-emergency repairs must commence within 24 hours
- D. High-quality repairs in adherence to the most current WCWSA rules and regulations, including specifications for materials and construction standards for service lines;
- E. Performance of all preparation, repair and restoration work in adherence with all applicable federal, state and local environmental and health and safety regulations, including obtaining all required permits and inspections;

*\*An emergency is deemed to be an event that risks the health and safety of the occupants or can cause extreme damage to the structure. Examples include no heat when temperatures are below freezing or a ruptured water heater.*



- F. Restoration of ground surface features (including yards) and compliance with New York State Department of Transportation (“DOT”) requirements and/or local and county highway repair standards after excavation for service line repair;
- G. Repairs to public road surfaces, curbing and sidewalks shall only be made by an approved contractor or by workforces of the Governing municipality or WCWSA forces as agreed upon in writing and as appropriately compensated for by contractor at its sole expense;
- H. Strong customer service accountability to WCWSA for services provided to customers;
- I. Data recording and management that will provide WCWSA with detailed monthly reports on the number and nature of calls, location and dates of repairs and replacements of all work performed;
- J. Provide minimum of 1-year warranty for all service line repairs and minimum 90 day warranty for all other repairs;
- K. Maintain auditable records of all repairs, by customer, for a minimum of three years;
- L. Mail or email a WCWSA approved customer satisfaction survey to all repair/claim customers within 30 days of a completed repair and maintain auditable records for three years; and
- M. Additional services related to risk, insurance and bonding as WCWSA may request from time to time.

**Water Service Lines.** WCWSA will provide the Contractor with a data base of eligible properties with meter sizes of 2” or less. There are approximately 12,000 eligible properties. Policies must be extended to all WCWSA customers whose service lines are thought to be of 2” in diameter or less. If a covered customer’s service line is found to be greater than 2” in diameter when a repair or replacement is made, such line shall also be covered and repaired or replaced with a service line of the required size.

**Sanitary Sewer Lateral Laterals.** WCWSA will provide the Contractor with a data base of eligible properties with sanitary sewer lateral connections.

All repair and replacement work must be performed pursuant to valid permits. The Contractor and its subcontractors will be responsible for obtaining any permits required to complete the repairs.

**General Requirements.** Policy coverage shall be unlimited annually, with an unlimited number of claims per account per year. There shall be no deductible or additional service fee borne by the customer. All repairs and replacements shall be covered by a one year warranty, regardless of whether or not the customer continues to maintain his/her account in good standing after the repair or replacement has occurred.

For marketing purposes, the Contractor may use WCWSA’s logo on mailings and other notifications. WCWSA will review and approve all marketing materials before distribution, but the Contractor will be expected to cover the costs of producing all marketing materials. Mailing information from WCWSA’s customer service database can also be provided for the purpose of additional mailings. In the proposal,

the Proposer should outline a proposed marketing plan and timeline, as well as the role that the Proposer expects WCWSA to perform in the marketing process.

The Contractor shall be responsible for separately billing and collecting the policy premiums. WCWSA will NOT bill or collect the policy premiums as part of its regular water billing or as a separate action.

12. ANTICIPATED CONTRACT TIME.

WCWSA anticipates the contract will be for a term of three (3) years from the date of WCWSA's notice to proceed. The Contract may also include option(s) to renew at WCWSA's sole discretion, for up to three additional three-year terms. WCWSA reserves the right, prior to award of the Contract, to determine the length of the initial contract term and each option to renew, if any.

13. MINIMUM QUALIFICATION REQUIREMENTS

The Proposer must have a minimum of five years of experience operating a water and sewer lateral service line protection program. Also, within the last five years, the Proposer must have demonstrated the ability to manage a water and sewer service line protection program for at least one large municipal or private utility successfully. This will be determined based on the selection committee's review of the Proposer's Statement of Qualifications submitted in response to this RFP. The proposer and all subcontractors must have a Worker's Compensation experience modification rating ("EMR") not to exceed 1.0. Additionally, the Proposer must commit to purchase and maintain at all times a performance bond in the amount of \$5 million. Proposals that fail to meet these requirements will be rejected.

14. PROPOSAL SUBMISSION REQUIREMENTS

In addition to the program specific requirements outlined in the Scope of Services section within this document, proposals should contain the following information:

A. COMPANY HISTORY/EXECUTIVE SUMMARY

Provide a detailed summary of the firm's history, capabilities and financial position. This should include a copy of your annual report.

B. QUALIFICATIONS OF FIRM/EXPERIENCE AND REFERENCES

Provide a detailed outline of your experience in managing similar programs along with references and contact information.

Include detailed resumes of your management team and anyone within your organization that will have direct responsibility or interaction with WCWSA. This should include senior level executives, business and customer service management, contract coordinators and trainers.

C. FINANCIALS

Provide audited financial statements, or unaudited financial statements certified by at least two (2) company officers, for the past two fiscal years.

D. PRICING

The Price Proposal is a presentation of the details of the Proposer’s offering price per the following chart:

Contract Year	Monthly and/or Annual (if offered) Premium per Customer		Combined Water & Sewer
	Water	Sewer	
Year 1			
Year 2			
Year 3			
Extension 1			
Annual Increase (\$ or %)			
Extension 2			
Annual Increase (\$ or %)			
Extension 3			
Annual Increase (\$ or %)			

**Water Service Line and Sanitary Sewer Lateral Coverage**

WCWSA has a strong preference for a subscription-based service line protection program policy offering. WCWSA anticipates a flat-rate, subscription-based protection policy that will be offered and provided by the Contractor as WCWSA’s authorized policy provider. Such offering will be made following WCWSA’s assignment of contract and adoption of the proposed charges.

The subscription fees shall be structured to be sufficient to cover all related expenses as required to perform the Scope of Services, including all labor, equipment, material, marketing and out of pocket expenses. There will be no expenses billed to WCWSA. In the price proposal, the Proposer shall identify all escalations to the rate and structure for any contract extensions. The Proposer should specify a maximum yearly increase in rates, expressed either in dollar terms or as a percentage.

If a subscription-based price structure is not acceptable, please propose an alternative.

WCWSA does not desire to share in the revenues collected by Contractor. Instead, WCWSA is looking for the lowest possible premiums for customers.

Note: The Price Proposal (a) should be submitted in a separate sealed envelope, clearly labeled “Price Proposal”, (b) should be irrevocable for one hundred eighty (180) days from the date of opening of Price Proposal, and (c) should be signed by Proposer’s authorized representative.

15. EVALUATION AND AWARD CRITERIA

A. In general, proposal will be evaluated in terms of:

1. The firm’s ability to meet the identified schedule;
2. The qualifications of the specified persons or contractors who will be performing the requested services;
3. The prior experience and reputation of the firm in similar projects; and
4. The cost to the customer.

- B. WCWSA will endeavor to make the award by written notification within 30 days of receipt of all proposals. Submissions of a proposal shall be representation that the submitting firm understands the scope of the project.
- C. Interviews/negotiations may be held with one or more firms before a final selection is made.

The award may or may not be made based upon the lowest cost proposal.

16. AUTHORITY TO DISTRIBUTE RFP

- A. WCWSA is the sole entity authorized to provide this RFP to interested companies or individuals. Firms who are working from RFP obtained from any other source may have an incomplete set of documents. WCWSA assumes no responsibility for any error, omission, or misrepresentation resulting from company's use of an incomplete RFP.
- B. Firms who have received the RFP from a source other than the Wayne County Water & Sewer Authority are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.



## SAMPLE INSURANCE AGREEMENT – ENVIRONMENTAL CONTRACTORS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.
2. The policy naming the Municipality as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
  - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Municipality for both on-going and completed operations. The decision to accept an endorsement rests solely with the Municipality. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
  - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
  - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
  - c. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.
4. The contractor agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - b. **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**  
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

- d. **Environmental Contractors Liability Insurance – If applicable.**  
With coverage for the services rendered for the Municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/\$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
  - e. **Excess Insurance**  
\$5,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
  - f. For all policies listed above Waiver of Subrogation should be included in favor of the Municipality.
  - g. For policies indicated in a, b and f above, and endorsement should be included to provide the Municipality with 30 Day's Notice of Cancellation.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.