

Hicksville Water District

Hydrant Flow Test Policy and Charges Adopted by the Board of Commissioners on April 14, 2020

- A. All requests must be reviewed and approved by the Superintendent.
- B. A “letter of authorization” must be provided by the building owner which requests the reason for the test and designates and permits the contractor to perform the hydrant flow test.
- C. Contractor shall submit hydrant flow test plan to the Water District.
- D. Contractor is responsible to pay labor charge for customer notification (2 man hours) and flow test assistance (2 man hours) - \$600.00 (\$150.00 per hour straight time labor charge). Water District personnel shall operate all hydrants.
- E. Contractor must pay for additional labor if flow test exceeds two hours (\$150 per hour per employee beyond the initial two hours).
- F. Contractor must provide proof of liability and Workers Compensation insurance in accordance with attached requirement (Attachment 1).
- G. Contractor must complete indemnification and disclaimer form (Attachment 2).
- H. Contractor must provide the water district with a report on the flow test results.
- I. Notification must be carefully coordinated to ensure that consumers receive notices at least 48 hours prior to flow testing. Refer to Attachment 3 for sample notification language.

Hydrant flow test request checklist is provided in Attachment 4 for office manager / field supervisor use.

Hicksville Water District

Contractor's Insurance Requirements – Attachment 1

The contractor shall maintain at a minimum the following insurance giving evidence of same to the Hicksville Water District on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

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| I. | <u>Workers Compensation and NYS Disability</u> | |
| | Coverage | Statutory |
| | Extensions | Voluntary Compensation; All States Coverage
Employers Liability - Unlimited |
| II. | <u>Commercial General Liability</u> | |
| | Coverage and Limits | Occurrence - 1988 ISO or equivalent
General Aggregate \$2,000,000
Products & Completed Operations \$2,000,000
Personal & Advertising Injury \$1,000,000
Per Occurrence Limit \$1,000,000
Fire Damage \$ 50,000
Medical Expense \$ 5,000 |
| | Additional Insured | Hicksville Water District, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent including products and completed operations coverage. |
| | Extension – Mandatory | Aggregate Limits to apply per project.

Full Contractual Liability extending to Hold Harmless. Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.

The general liability is to be primary and non-contributory and does not include any exclusion, limitation or restriction pertaining to exterior work height or “action over” type claims. |
| III. | <u>Automobile Insurance</u> | Waiver of Subrogation is the favor of the additional insured. |
| | Limit | \$1,000,000. Combined Single Limit |
| | Additional Insured | Hicksville Water District, all elected and appointed officials, employees and volunteers. |
| IV. | <u>Umbrella Liability</u> | |
| | Coverage | Umbrella Form or Excess Follow Form of primary general liability and auto liability |
| | Minimum Limit | \$5,000,000. |
| | Additional Insured | Hicksville Water District, all elected and appointed officials, employees and volunteers. |

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**Attachment 2
Hydrant Flow Testing Indemnification and Hold Harmless Agreement and Disclaimer**

(Name of Company or Individual Owner and Address)

will indemnify and hold harmless the Hicksville Water District from any damages to persons or property which result from hydrant flow testing as well as any attorney's fees incurred by the Hicksville Water District with regard to any claim made pursuant to the same. Furthermore, I knowingly and voluntarily waive any right I may have to make a claim against the Hicksville Water District for any damage to persons or property which may occur as a result of hydrant flow testing. It is understood that the flow data obtained for information purposes only and is indicative of the available flow and pressure data obtained at the time and date of the test. Results are variable and are a function of the availability of supply, booster & storage facilities; system demand (weather & usage) and the condition of distribution system at the time and day the data was recorded

I read and fully understood this statement, in its entirety, prior to executing the same.

Signature: _____ Date: _____

Print Name: _____ Title: _____

PARTNERSHIP

STATE OF _____ }SS:
COUNTY OF _____

On this _____ day of _____, 20____ before me personally
came _____ to me known and known to me to be a member of the
partnership of _____
acknowledged that he/she executed the foregoing instrument as the act of the said partnership.

Notary Public _____

Commission Expires _____

CORPORATE

STATE OF _____ }SS:
COUNTY OF _____

On this _____ day of _____, 20____ before me personally
came _____, to me known, who, being by me duly sworn, did
depose and say that he/she resides in _____; that he/she is the
_____ of the _____

the corporation which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he/she signed his/her name to the instrument by like order.

Notary Public _____

Commission Expires _____

Hicksville Water District

INDIVIDUAL

STATE OF
COUNTY OF

}SS:

On this _____ day of _____, 2_____ before me personally

came _____ to me known and known to me to be the individual(s)
who executed the foregoing instrument and acknowledge to me that he/she/they executed the same.

Notary Public _____

Commission Expires _____

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Attachment 3

Customer Notification

Customer notices shall contain specific dates and state the following:

“The Hicksville Water District will be flow testing fire hydrants in your area on (Insert Date). Slight water pressure variations or discolored water conditions may occur during this period. **REMEMBER, THE WATER IS ABSOLUTELY SAFE TO DRINK.** Water uses, such as laundering of clothes, may be affected due to coloration of water. Please note that the Water District will flush hydrants in your service area MONDAYS through FRIDAYS only, between the hours of 9:00AM and 3:30PM. Weekends and all legal holidays are excluded.”

