

PROPERTY OWNERS - WATER SERVICE LINE REPLACEMENT AGREEMENT

This Agreement made this ____ day of _____, 2018 by and between the City of Escanaba's Water Department and _____("Owner").

PURPOSE - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Escanaba Water Department will provide a new water service line to the undersigned owner's property located at _____, described as Tax Parcel No. _____(the "Property"). The existing private lead water service line will be disconnected and replaced with a new private water service line to accomplish a full non-lead service line replacement from the water meter to the water main.

This Agreement anticipates that a contract will be awarded by the City for the work to be performed under this Agreement. This Agreement is **not effective** unless and until a contract is awarded by the City for the work to be performed under this Agreement.

CONSIDERATION - Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

A. City of Escanaba Water Department (agrees to)

1. Do a pre-inspection of the water service line as it enters inside the building and connects to the meter to determine if the meter setting is correct and if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the undersigned owner of the property and building
2. Have a new non-lead "copper" private water service line constructed, at the City's expense, from the water main curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing private

lead service line will be disconnected and capped off inside the building;

3. Restore the Owner's property disturbed by construction, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work, to the same condition the property was in prior to the commencement of the work described in this Agreement;

4. Require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the City with proof of such coverage; and

5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion ("Guarantee Period").

B. OWNER RESPONSIBILITIES – (the Owner agrees to):

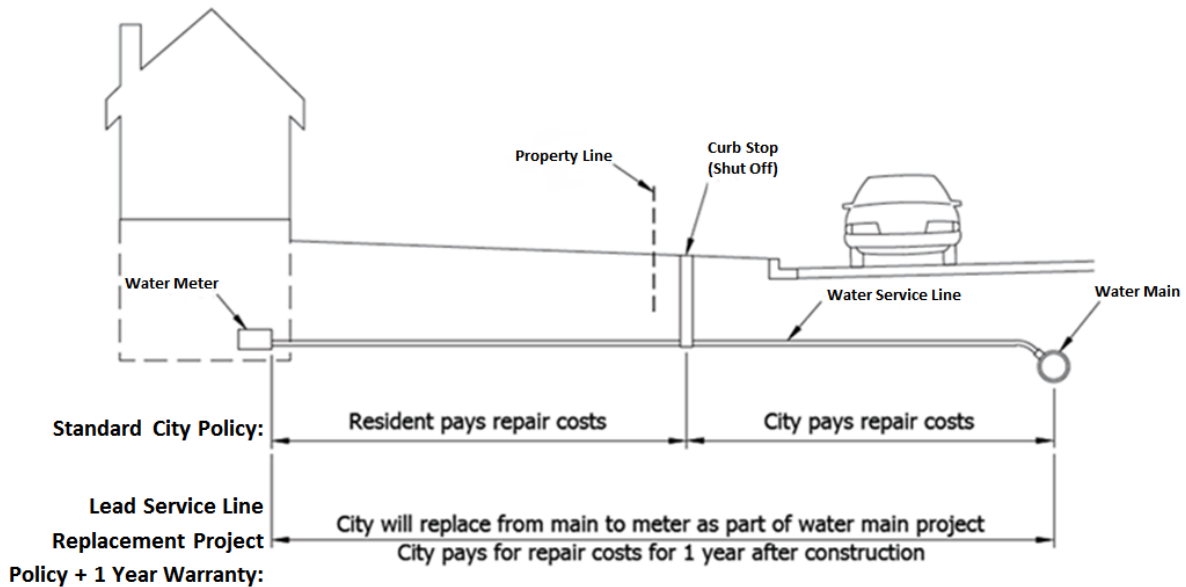
1. Warrant and represent that it is the only owner or owners of the above referenced property; Owner agrees and understands that any breach of this Clause is a material breach and as such, Owner agrees to indemnify and hold harmless City of Escanaba, its employees, and council members, for any lawsuits, claims or damages that arise from Owner's breach of this clause.

2. Permit temporary access and right of entry to and upon the above-referenced property to the City and City's designated contractor(s) to perform a pre-inspection as described in paragraph A(1) herein, to permit construction and testing of the new private water service line and to permit any needed adjustments, maintenance, or repairs during the Guarantee Period;

3. Assume full ownership and responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the Property, after expiration of the Guarantee Period. Owner agrees and understands that at the conclusion of the Guarantee Period, City will only be responsible for the repair, maintenance and replacement of the service line between the curb stop and the water main, as shown on the diagram below; and the City will only cover repair costs no more than one year from date of construction.

City of Escanaba Water System

Water Service Line Responsibility



4. Hold the City of Escanaba, its employees, and council members; harmless and free from any suits, claims, liabilities, damages, injuries caused in connection with its performance of the work described in this Agreement.

C. MISCELLANEOUS TERMS:

1. The responsibility of the maintenance, repair, and replacement of the water service line located in the public right-of-way will be pursuant to city ordinances.
2. This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have been advised to discuss all aspects of this Agreement with an attorney, that you have carefully read and fully understand all of the provisions of this Agreement and that you are voluntarily entering into this Agreement.

HOME OWNER:

BY SIGING THIS FORM; I AGREE TO PAY THE \$250.00 FEE, AS MY CONTRIBTION, AND IMPLIED CONSENT TO ALLOW A CONTRACTOR ON AND IN MY PROPERTY FOR THE PURPOSE OF REPLACEING OF MY LEAD SERVICE LINE.

You will be required to go to City Hall and sign a Private Work Order requesting this work and make a deposit of \$250.00. This deposit shall be retained once construction is completed; however, the deposit shall be returned if no work is conducted at your address.

The Water Department shall retain the right to return your deposit in full; and terminate this agreement at any time before any construction begins on your water service for any reason, without any notice given.

_____ Owner – Printed Name	_____ Date	_____ Owner – Signature	_____ Phone Number
_____ Owner – Printed Name	_____ Date	_____ Owner – Signature	_____ Phone Number
_____ Land Contract Owner – Printed Name	_____ Date	_____ Land Contract Owner – Signature	_____ Phone Number

Owner Address (if different from property)

WATER DEPARTMENT

Private Work Order Number: _____

W-WW Supt or Designee – Signature Date

Print Name /Title