

CITY OF LATHRUP VILLAGE

WATER SERVICE LINE REPLACEMENT & ACCESS AGREEMENT

PURPOSE - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of Lathrup Village (the “City”) will provide a new water service line to the undersigned owner's property located at _____ (the “{Owner}”).

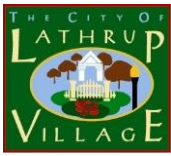
GENERAL PURPOSE. The existing lead and/or galvanized previously connected to lead private water service line from the curb stop valve located at the property line and the water meter will be disconnected and replaced with a new private water service line within the same limits and in a similar location to accomplish a full non-lead service line replacement from the water meter to the water main.

CONTRACTOR. This Agreement anticipates that a Contract will be awarded to a qualified contractor, experienced in performing water service line replacements to complete the services herein as defined in this Agreement. (“Contractor”).

CONSIDERATION. The City and the Owner each agrees that the promises made by the other party and the benefits to be derived from their execution of this Agreement are full, acknowledged, and sufficient consideration for entering into this Agreement.

THE CITY (OR ITS CONTRACTOR) WILL:

1. Conduct an introductory meeting with the Owner and perform a pre-inspection of the water service line as it enters inside the premises and connects to the meter(to confirm the service line material). If necessary, these items will be corrected/replaced at no cost to the undersigned owner of the property and building (the “Owner”). Should the water meter be broken during the installation of the new service line, the water meter will be replaced at no cost to the Owner.
2. Have a new copper or plastic private water service line constructed at City expense, from the



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 water service line, if not removed as part of the replacement, will be disconnected and capped off inside the building and in the public right-of-way.

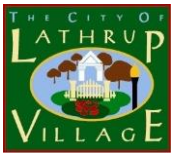
3. Restore the Owner's property disturbed by construction, including sidewalk, seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work. Restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including replacement of fixtures).

4. Require the Contractor doing the work to provide and maintain 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.

5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one (1) year from completion of the work "(Guarantee Period)".

THE OWNER/TENANT WILL DO THE FOLLOWING:

1. Confirm that the Owner(s) is the only owner or owners of the above referenced property;
2. Permit temporary access and right of entry to and upon the above-referenced property to the City, the City's Project Representative (Engineer), and the City's designated Contractor(s) to conduct an introductory meeting and perform a pre-inspection as described above, to enable construction and testing of the new private water service line, including the flushing of interior and exterior faucets, and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. Provide for a clear and unobstructed access to the work area for the Contractor where the water service line enters the premises. This may include the removal of drywall, paneling, fixtures, and carpeting that obstruct or hide the area where the service line enters the premises.



4. Agree to schedule the work to be performed during the City's allowable work times of Monday

– Saturday, 8 am to 6 pm.

5. Assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one (1) year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below; and

6. Provide necessary watering and care to the grass seed restoration and landscaping installed, if necessary.

7. Hold the City, Engineer, and the Contractor(s) harmless and free from any claim, suite, demand, or liability for any damage incurred in performance of the water service line replacement work at the Owner's property as defined herein.

MISCELLANEOUS TERM: The responsibility of the maintenance, repair, and replacement of the water service located in the public right-of-way will be pursuant to City of Lathrup Village Water System Rules and Regulations, including its adopted lead service line replacement policy, as amended.

Signed by the Owner(s) this ____ day of _____, 20__.

Owner(s) Signatures

Owner(s) Signatures

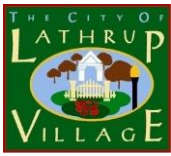
Owner(s) Printed Names

Owner(s) Printed Names

Telephone Number1

Telephone Number2

Email Address



SECTION BELOW TO BE COMPLETED BY LAND CONTRACT HOLDER(S)

Acknowledged the _____ day of _____, 20____,

Land Contract Holder(s) Signatures

Land Contract Holder(s) Signatures

Land Contract Holder (s) Printed Names

Land Contract Holder (s) Printed Names

Telephone Number1

Telephone Number2

Email Address

SECTION BELOW TO BE COMPLETED BY CITY TENANT(S)

Acknowledged the _____ day of _____, 20____,

Tenant(s) Signatures

Tenant(s) Signatures

Tenant(s) Printed Names

Tenant(s) Printed Names

Telephone Number1

Telephone Number2

Email Address

SECTION BELOW TO BE COMPLETED BY CITY OFFICIALS

Signed by the City of Lathrup Village this _____ day of _____, 20__.

CITY OF LATHRUP VILLAGE CITY ADMINISTRATOR OR DESIGNEE

By: _____

Its: _____

PROPERTY ADDRESS: _____

PARCEL ID NUMBER: _____