



VILLAGE OF SHOREWOOD

PRIVATE PROPERTY LEAD PIPE SERVICE REPLACEMENT AGREEMENT

PLEASE RETURN BY JUNE 1, 2021

I. PROPERTY OWNER INFORMATION (REQUIRED)

Owner Name(s): _____
Last First Middle

Owner Name(s): _____
Last First Middle

Address for Lead Service Replacement on Private Property:

II. PURPOSE AND INTENT AND ACKNOWLEDGMENT CONCERNING PERFORMANCE OF WORK

The Village of Shorewood is undertaking replacement of water mains throughout the municipality. In conjunction with that work, it wishes to offer residents the option to replace, at their own expense, private water service lines to individual homes that are constructed of lead. To that end, the municipality was able to negotiate a favorable price for replacement of private lines with contractor American Services, Inc. As enumerated below, the Village is offering interest free financing associated with replacement. However, any residents who elect to participate in this program understand and expressly acknowledges that the contractor performing the work is American Services, Inc., and not the municipality. Any dispute relating to the performance of the work is between the homeowner and American Services, Inc., and the homeowner expressly waives any claim against the municipality associated with performance of the work.

III. PERSONAL CONTACT INFORMATION (REQUIRED)

Mailing Address (if different from service address):

Daytime telephone: _____

Cell phone: _____

Email: _____

IV. ACCESS TO PROPERTY

The owner acknowledges that Village of Shorewood contractors will require access to the property to complete the replacement of the lead service pipe. Access inside the building at the point where the existing service pipe enters the building will be required. The contractor will provide the owner with 48-hour advance notice of the replacement work. It is the responsibility of the owner to provide access to the contractor on the date and time scheduled and to remain present during the scheduled work. Work will normally be done on weekdays between 7:00 a.m. and 4:00 p.m. If the owner fails to provide access to the inside of the building, this Agreement shall be canceled, the contractor will only replace the public portion of the lead service pipe, and the homeowner will be responsible to contract privately to have the private portion of the lead service pipe replaced. Further, this agreement shall be canceled if ownership of the property has changed since the execution of this agreement. Inclement weather may require the contractor to reschedule a new mutually agreed upon date and time.

V. DESCRIPTION OF SERVICES AND COSTS

A contractor to the Village of Shorewood will replace the existing lead water service pipe with a new copper service pipe from the property line, or the outer most structural projection if a portion of the building structure such as a porch, footing, steps, stairway, window well, basement, or other type of obstruction projects beyond the property line, to the first plumbing connection inside the building structure. The cost of any work in public space made necessary due to a building projection shall be charged to the property owner. One (1) inch diameter copper pipe will be used for replacement, unless the existing lead service pipe is larger, in which case the same size replacement pipe or larger will be used. All construction excavations will be backfilled, topped with topsoil and seeded. Any removed asphalt or concrete will be replaced in-kind. The penetration through the building wall or floor will be sealed. This is termed **General Restoration** and is included within the cost of the lead service pipe replacement on private property. **No other restoration of internal surfaces or finishes will be performed.**

Other items disturbed during construction on private property outside the building, including walls, fences, shrubs and other landscaping, brick sidewalks or driveways, and lawns requiring specific seed or sod will not be restored. If disturbed by the contractor, stones, fences, shrubs, plants, bricks, sod, etc. will be left on the property by the contractor to be reused at owner's and/or tenant's option and costs. Neither DC Water nor the contractor is responsible for damage to trees, shrubs, and living plant material incurred during or as a result of pipe replacement. Homeowners should dig up living plant material prior to the start of construction and provide necessary protection for the plants during construction. Homeowners will be responsible for the replanting of plant material.

The total cost is a lump sum price and will not exceed the amount shown below.

The cost for performing the work described above is \$7,000.00. Special or unusual property conditions or plumbing configurations may impact the final cost.

VI. EXCLUSIONARY STIPULATIONS

This agreement shall be canceled and no work will be performed on the private service pipe if 1) the service pipe on private property is found not to be lead, 2) ownership of the property has changed, 3) the owner denies the Village of Shorewood's contractor access to the property, or 4) the owner is not present at the time scheduled for the replacement and an alternative date and time cannot be coordinated. The owner will not be billed, and any advance payment will be refunded. Work may be postponed if the service pipe is found to be coming from an entry other than the expected street scheduled for lead service pipe replacement, such as a cross street or alley. Access from a different street may require an adjustment to the standard fee estimate. The owner will receive a new service Agreement with a new estimate at the time the lead service replacement work is scheduled. If postponed, the owner will not be billed until the work has been performed. If requested by the owner, any advance payment will be refunded.

VII. PAYMENT OPTIONS

Advance Payment in Full: Certified funds, i.e., cashier's check, certified check or money order must be included with this Agreement for the full amount shown above. Note that if excavation reveals that the service pipe material is not lead, the Village of Shorewood will refund your advance payment in full.

Payment in Full Following Completion of Work: The charge for service pipe replacement on private property will appear on the first water and sewer bill after the work is completed. You will have 30 days to make payment. In the event of non-payment, the service pipe replacement cost is subject to the same interest and late payment fees as your water and sewer charges. The Village of Shorewood may seek enforcement action for non-payment, including filing a lien, in accordance with the law.

Installment Plan: The charge for service pipe replacement will be billed in five (5) annual installments on your water and sewer bill. **There will be NO interest charge associated with this plan.** Failure to pay the monthly installment amount will result in cancellation of the Installment Plan, and the outstanding balance will be subject to the same interest and late payment fees as your water and sewer charges. The Village of Shorewood may seek enforcement action for non-payment, including filing a lien, in accordance with the law.

VIII. TIME OF PERFORMANCE

The contractor shall perform the work described above within six months after the date of execution of this Agreement.

IX. STANDARD OF CARE

The contractor shall at all times perform all work in a manner that is consistent with local codes and standards for the replacement of underground pipes and restoration of above ground area.

X. HOLD HARMLESS

Parties' Negligence – Each party shall hold the other harmless for any damages suffered as a result of their own negligence in connection with activities on the owner's property. Third Parties – The owner agrees to defend and hold Village of Shorewood, its directors, officers, employees, agents, predecessors, successors and assignees, harmless from any and all claims, liabilities or damages claimed or made by third parties, including property damage or personal injury, arising out of the contractor's activities on owner's property.

XI. INDEMNIFICATION

The owner shall indemnify and hold harmless the Village of Shorewood and all of its officers, agents, employees and contractors against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the owner in the performance of, or in connection with, any work required, contemplated or performed under the Agreement.

XII. DUTY TO DISCLOSE LATENT DEFECTS

The owner shall disclose at the time of signing this Agreement any hidden hazards or defects that are not apparent from reasonable visual inspection, which may interfere with lead service pipe replacement activities. The owner of the property shall be responsible for all damages caused due to undisclosed defect or hazardous condition.

Owner's Comment on the Property:

XIII. OWNER'S RIGHT TO CANCEL

The owner(s) may cancel this Agreement at any time prior to midnight of the third business day after the date of signing this Agreement. Notice of cancellation must be submitted in writing and mailed to the following address.

Village of Shorewood
Lead Pipe Replacement
3930 N Murray Ave
Shorewood, WI 53211

XIV. GENERAL

The owner acknowledges receipt of a copy of this Agreement. The owner acknowledges that he/she has had an opportunity to review this Agreement and has selected an option for the services and payment terms described in this Agreement. The owner agrees to notify the Village of Shorewood if the property is sold.

ACCEPTANCE OF AGREEMENT

This contract offer is valid through June 1, 2021

I/(we) accept the terms of this Lead Pipe Replacement Agreement with the following payment option (**initial in the space provided by the selected option**).

1. _____ Advance Payment in Full. Enclosed is payment to "Village of Shorewood" for the amount of \$7,000.00 (seven thousand dollars and no cents).
2. _____ Special Assessment. Five annual installments at 0% interest.

