

## **WATER SERVICE REPLACEMENT AGREEMENT**

**PURPOSE** – The purpose of this Agreement is to set forth the terms and conditions pursuant to which the City of St Clair Shores (the “City”) will provide a new private water service line to the undersigned owner’s property located at\_\_\_\_\_. 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.

**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.

**THE CITY WILL** – (the City promises to):

1. conduct a pre-inspection of the water service line where 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 (the “Owner”);
2. have a new non-lead 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 will be disconnected and capped off inside the building;
3. restore the Owner’s property disturbed by construction, including sodding of grass areas on the property and interior portions of the building disturbed by such work. However, restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including fixtures);
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 to 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.

**THE OWNER WILL** – (the Owner promises to):

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 and the City’s designated contractor(s) to perform a pre-inspection as described above, to enable construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period;

3. provide clear and unobstructed access to the area where the water line enters the basement or crawlspace. This includes the removal of drywall, paneling, fixtures, and carpeting that may obstruct or hide the area where the service line enters the basement or crawlspace;
4. assume full responsibility for the maintenance, repair, and the 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 year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below;
5. provide necessary watering and care to the sod installed during restoration of lawn areas; and
6. hold the City, Engineer, and the City's designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the water service line replacement work.

**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 St Clair Shores Water System Rules and Regulations.

Signed by the Owner(s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Owner – Signature

\_\_\_\_\_  
Owner – Signature

\_\_\_\_\_  
Owner - Print Name

\_\_\_\_\_  
Owner – Print Name

\_\_\_\_\_  
Owner – Email Address

\_\_\_\_\_  
Owner – Phone Number

\_\_\_\_\_  
Land Contract Holder(s)

Signed by the City this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
City Manager or Designee – Signature

\_\_\_\_\_  
Print Name/Title

# City of St Clair Shores Water System

## Water Service Line Responsibility

