



## Lead Water Service Replacement Agreement

**DO NOT INSERT OR PROVIDE ANY WRITTEN COMMENTS ON THIS AGREEMENT EXCEPT FOR THE REQUESTED INFORMATION AND THE OWNER'S SIGNATURE. THE CITY WILL NOT ACCEPT ALTERATIONS TO THIS AGREEMENT.**

I, \_\_\_\_\_, am (the owner)(one of the owners) of the structure and property located at \_\_\_\_\_ in Duluth, Minnesota (the "Property"). I have authority to enter into this Agreement on my own behalf and on behalf of all other persons or entities having an interest in the Property. I understand the water service line that provides water to the Property is partially or fully made of either lead or galvanized iron, which can be affected by upstream lead pipes (the "lead service line"), and is therefore potentially hazardous to persons on the Property. Further, I acknowledge that I own part of this lead service line, and that the City of Duluth (the "City") intends to hire contractors and subcontractors (the "Contractor") at no cost to me to replace lead or galvanized iron portions of the line from the City water main to the water meter on the Property, (the "Work"), subject to the following terms and conditions to which I hereby agree:

- 1. Method of work.** The City or the Contractor will perform the Work by either "trenchless" installation methods or "open cut" methods. The City or the Contractor will determine the appropriate method based on evaluation of the property and the service. If the open cut methods are selected, the Work will require excavation, trenches, and soil stockpiles on the Property.
- 2. Materials.** The City or the Contractor will provide the pipe and plumbing materials, which will be selected based on evaluation of the property, site conditions, Minnesota Plumbing Code, and the City of Duluth Standard Construction Specifications.
- 3. Timing of Work.** The City makes no guarantees regarding the timing or completion of the Work, which may be completed this year or several years from now. The Work is dependent on funding, availability of contractors, and other factors. The City will contact you prior to initiating the Work once the schedule is determined. The City may decline to perform the Work for any reason including, but not limited to, the lack of funding, scheduling, site conditions, or lack of access.
- 4. Preferred contact information.** For scheduling and other matters related to this Agreement, the City can best contact me at:

Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_

5. Authorization for City to enter Property outside the structure. I authorize the City's and the Contractor's employees to access the Property outside the structure to perform the Work any time between 7:00 A.M. and 8:00 P.M. Monday through Friday. Outside Work may consist of site evaluation, grounding electrode installation, replacement of buried water lines connecting the structure to the water main, excavation, and other reasonably required tasks.
6. Authorization for City to enter structure. Upon 24 hours' advance notice, I authorize the City and its Contractor's employees to enter and access the structure on the Property to perform inside Work. If the City cannot access the structure on noticed dates or timeframes, I agree to notify and confer with the City to find a mutually agreeable time to perform the inside Work. I agree to be present to provide access to the structure on the dates and at the times specified in the notice. If I am not available to provide access, I will authorize another person to provide such access.
7. Duty to inform tenants. I understand I have a duty to properly inform all tenants of the Property about the Work, specifically providing prior notice to all tenants of the dates and times such Work is to be performed.
8. Supervision of children and pets. I understand a responsible adult must be present any time children under the age of 18 are on the Property when Work is performed. I also acknowledge my responsibility to ensure any pets on the Property are physically controlled and prevented from accessing exterior or interior workspaces.
9. Damage and repair to property outside the structure; decks and outside buildings. I understand the Work may result in damage to or destruction of turf, paved surfaces, landscaping, plants, and trees in the vicinity of any excavation. The City will require the Contractor to seed any areas of grass and restore—up to its pre-existing condition—any sidewalk and retaining wall materially damaged by the Work. Beyond these limited duties, I understand the City has no further obligation to restore or repair damage to outside areas of the Property. I understand if the City determines the Work may impact decks, carports, sheds, or other outside structures, the City will consult with me prior to undertaking any Work that may have such impacts.
10. Structure damage and repair. I understand that installing a new water service line will require penetration of the structure. The City will require the Contractor to repair or restore any damage—up to its pre-existing condition—to the underlying foundation wall and the basement floor of the structure. I acknowledge the City and the Contractor may damage interior improvements, including but not limited to wall coverings, floor coverings, paint, furniture, and fixtures at the areas of the existing and/or proposed water service entrance required to install the new water service line. I understand and agree that the cost of any additional repair, restoration, or replacement relating to the structure and any improvements is solely my responsibility.
11. Responsibility for property conditions. I understand that the existing condition of the Property, including all hazardous conditions, is my sole responsibility and I have a duty to inform the City and the Contractor of such conditions prior to the start of the Work. I understand that if asbestos containing materials must be disturbed due to the Work, I am solely responsible for the removal of such materials prior to the Work and all associated costs of asbestos abatement. If grounding and bonding connections between the electrical system and metallic

water system must be installed or altered due to the Work, I understand that I am solely responsible for the electrical system on the Property.

12. Responsibility to provide access to plumbing. If the water service line entrance location to the Property is not accessible to the Contractor due to obstructions, such as walls, cabinetry, furnishings, or other fixtures, I understand it is my sole responsibility to provide access. I understand and agree that the City and the Contractor are not responsible for repair or replacement of such obstructions. I understand existing conditions of the site, building, and utilities may require the location of the water service entrance to be relocated within the structure.

13. Limits of plumbing work. I understand plumbing services provided by City and the Contractor will be limited to replacement of the water service line up to the water meter for the Property, relocating the water meter, if necessary, and-reconnecting the new water service line to existing plumbing. I acknowledge any additional plumbing work required on the Property is my sole responsibility. I understand that water services lines and plumbing on the Property may freeze due to cold temperatures. I understand that installing a new water service line may result in the relocation of the service location and that I am solely responsible for maintaining the water service entrance, including insulating the building envelope, conditioned air, heat tape, or other measure to weather-protect the new water service.

14. Acknowledgement of limits of repair; monetary value. The City has informed me that it will pay the costs of having the Work done as described above and that I will pay the costs of work not paid by the City as described in Paragraphs 9 through 13 above. The City makes no representations regarding the monetary value of the Work or how that value may be characterized.

15. City and Contractor limitation of liability and damage. The City will require the Contractor to limit interior and exterior damage, outlined in paragraphs 9 through 13 above, to the minimum extent required to complete the Work, and to bear responsibility and carry insurance for acts or omissions that cause damage not specifically addressed in this Agreement. The City's and the Contractor's liability shall be limited according to Minn. Stat. 541.051.

16. Maintenance after Work completed; flushing of lines. After the Work is completed, I understand I am solely responsible for maintaining privately owned portions of the water service line, interior or exterior plumbing, new or existing pressure reducing or backflow devices, electrical grounding and bonding connections, and other privately-owned materials or parts. After installation of the new water service line, I agree to follow flushing instructions provided by the City to remove any remaining particles of lead and/or debris and understand any related water charges are solely my responsibility.

17. Facsimile Signature. The parties may execute this Agreement by facsimile signature, and a facsimile signature shall constitute an original for all purposes.

18. DISCLAIMER OF WARRANTIES. ALL MATERIALS AND PRODUCTS USED OR INSTALLED BY THE CITY UNDER THIS AGREEMENT ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

## Agreement Signatures

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO ITS TERMS.

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Owner Signature

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Printed Name

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Date

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City Signature

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Printed Name and Title

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Date

SAMPLE