

## LEAD WATER SERVICE LINE REPLACEMENT AGREEMENT

The Zeeland Board of Public Works and the undersigned property owner(s) (“Owner”) hereby agree to replace a water service line in accordance with the terms and conditions of this agreement “Agreement”. The parties therefore agree as follows:

1. **PURPOSE** - The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Zeeland BPW will provide a new water service line to the undersigned owner’s property which is located at:

\_\_\_\_\_  
Zeeland, MI 49464  
\_\_\_\_\_

The existing lead private 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.

2. **WATER LINE INSTALLATION.** The Zeeland BPW will sign a contract with a contractor for the work to be performed as specified in this Agreement.

3. **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.

4. **ZEELAND BPW’S COVENANTS AND OBLIGATIONS.** The Zeeland BPW hereby promises to:

- A. 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 (the “Owner”).
- B. Have a new non-lead private water service line installed at the Zeeland BPW’s expense, from the curb box in the public right-of-way to the water meter on the Owner’s property and also to set a meter and make any necessary connections to reset the water meter. (The existing private service line will be disconnected and capped off inside or outside the building.)
- C. Restore the Owner’s property which may be disturbed by construction, and to re-seed the grass areas on the property and restore the interior portions of the building on the property if it was disturbed by such work.
- D. Require the contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage which may be caused

by negligent construction operations on the Owner's property and to also require the contractor to provide the Zeeland BPW with proof of such coverage.

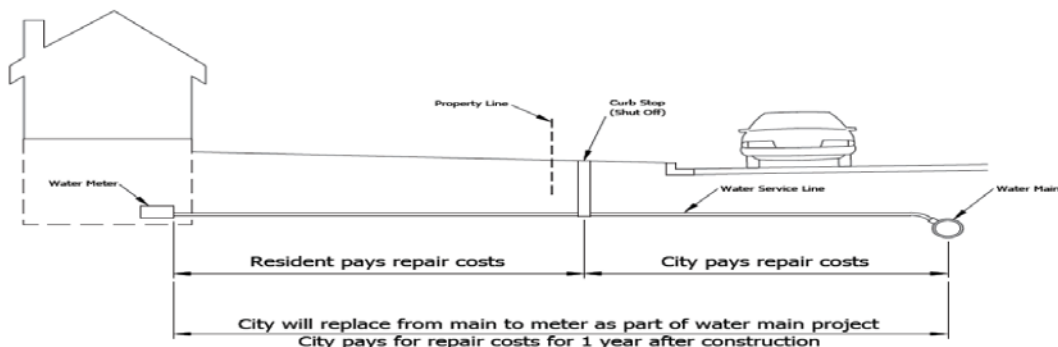
- E. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

**5. OWNER'S COVENANTS AND OBLIGATIONS.** The Owner hereby affirms and promises:

- A. That the Owner(s) is the only owner or owners of the above referenced property.
- B. To permit temporary access and right of entry to and upon the above-referenced property to the Zeeland BPW and the Zeeland BPW 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.
- C. To 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 the expiration of the guarantee period.

**6. WATERLINE MAINTENANCE.** After the end of the guarantee period of one year, the responsibility of each party (the Zeeland BPW and the Owner) shall be as shown on the diagram below. After the expiration period, the Owner shall hold the City harmless and free from any claim or liability for damage done in performance of the water service line replacement work.

### **Zeeland BPW Water System Water Service Line Responsibilities:**





**7. MISCELLANEOUS TERMS.** The maintenance, repair, and replacement of the water service line located in the public right-of-way shall be governed by the ordinances of the City of Zeeland, as they currently exist or as they may be amended in the future. This Agreement is binding upon the parties and upon their heirs, successors and assigns. This Agreement may only be amended by the signed written agreement of the parties. This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

The parties hereby acknowledge that they have read and fully understand all the provisions of this Agreement.

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

OWNER(S):

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

**\*Contact Information:** Email: \_\_\_\_\_ Phone (Cell): \_\_\_\_\_

Signed by the Zeeland BPW on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Zeeland Board of Public Works

By: \_\_\_\_\_

Its Water Operations Manager or Designee