



## LEAD SERVICE PIPE REPLACEMENT AGREEMENT

PROPERTY OWNER(S): \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

THIS AGREEMENT is made by and between the CITY OF VIROQUA WATER UTILITY (the "UTILITY"), the above-named Contractor (the "CONTRACTOR") and the above-named Property Owner (the "PROPERTY OWNER") for the payment of the CONTRACTOR by the UTILITY for removal of the private lead water service.

The UTILITY will pay 100% of the cost of the PROPERTY OWNER's lead service removal costs up to a maximum of \$3,000 with additional funding available if approved by the City Engineer. The PROPERTY OWNER has selected the CONTRACTOR, as a contractor that has been pre-qualified for participation in the lead service removal program.

NOW, THEREFORE, the Parties hereto do hereby agree in and to the following:

1. LEAD SERVICE REMOVAL: The CONTRACTOR will remove the lead or galvanized service currently serving the Property in the manner and within the time frame made, provided and described in the accepted quote and under the provisions of the Contractor's Agreement with the UTILITY including the UTILITY's "LEAD SERVICE LINE REPLACEMENT CERTIFICATION".
2. SITE RESTORATION. Upon completion of the lead or galvanized service removal Project the CONTRACTOR shall restore the Project site to its pre-existing or better condition prior to final payment.
3. PROJECT PAYMENT. Upon completion of the Project and completion of the site restoration, the CONTRACTOR shall submit a final invoice, based on the accepted quote for lead service removal, along with a completed APPLICATION FOR REIMBURSEMENT OF LEAD WATER SERVICE LINE REPLACEMENT. Upon approval of the APPLICATION FOR REIMBURSEMENT OF LEAD WATER SERVICE LINE REPLACEMENT, the UTILITY will pay 100% of the cost of the lead service removal, up to a maximum of \$3,000 with additional funding available if approved by the City Engineer, directly to the CONTRACTOR. Payment of the CONTRACTOR's invoice by the UTILITY shall be made within thirty (30) days after receipt and approval of the above required submissions.
4. DISCLAIMER OF WARRANTIES. The UTILITY neither makes nor provides any representation or warranty of any kind or nature, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose with respect to any contractor and any service provided by a contractor hereunder. All such warranties, if any, shall be as between the

PROPERTY OWNER and the CONTRACTOR under the terms and conditions of the CONTRACTOR's services agreement. In no respect shall the UTILITY incur any liability for any damages, including, but not limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the lead or galvanized service removal services provided by the CONTRACTOR. Any workmanship or other issues between the PROPERTY OWNER and the CONTRACTOR shall be resolved by and between the PROPERTY OWNER and the CONTRACTOR alone.

5. SEVERABILITY. In the event any provision or other aspect of this Agreement is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

6. DAVIS-BACON REQUIREMENTS ONLY FOR PROPERTY OWNERS WHO ARE A BUSINESS. In the event the PROPERTY OWNER is a business (including but not limited to a Trust or LLC), the CONTRACTOR will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Related Acts which requires that all laborers and mechanics employed by contractors and sub-contractors performing on contracts in excess of \$3,000, funded in whole or in part with federal funds, pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

The Parties hereto have entered into this Agreement as of the date herein below

**PROPERTY OWNER:**

**CONTRACTOR:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PROPERTY OWNER:**

**CITY OF VIROQUA UTILITY**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_