

CITY OF NAPERVILLE
LEAD WATER SERVICE LINE REPLACEMENT AGREEMENT

PROPERTY ADDRESS: _____

PROPERTY P.I.N. NUMBER(S): _____

OWNER(S) OF THE PROPERTY: _____

This Lead Water Service Line Replacement Agreement (“**Agreement**”) is entered into between the City of Naperville, an Illinois municipal corporation and home rule unit of local government (the “**City**”), and the Owner of certain Property described herein as “Owner” and “Property” are defined herein. The City and Owner are herein referenced collectively as “**Parties**”.

RECITALS

1. WHEREAS, it has been determined that the use of lead water pipes is detrimental to human health and that the replacement of City water pipes with non-lead pipes will reduce residents’ exposure to lead; and
2. WHEREAS, the City has therefore determined that it is in the best interest, safety, and welfare of its residents to replace a portion of certain residential lead water service lines at no cost to private homeowners, namely the replacement of the water service line that extends from the City’s water utility system to the residential water meter (the “**City of Naperville Lead Water Service Replacement Project**”);
3. WHEREAS, the individuals or entities listed above (collectively referenced herein, whether one or more owners, as “**Owner**” or “**Owner(s)**”) represent and affirm that they own the real property described above, including but not limited to the residence (“**Residence**”) located thereon, (together referenced herein as the “**Property**”), and that they have the authority to enter into this Agreement; and
4. WHEREAS, the Owner may delegate authority for its obligations hereunder to another individual (“**Owner’s Representative**”) if the Owner provides the City with written notification authorizing the Owner’s Representative to act on the Owner’s behalf under this Agreement and in such notification provides the Owner’s Representative’s current address, email address, and telephone number. See page 7 of this Agreement.
5. WHEREAS, the City and its contractors will require access to the Property including the Residence thereon, in order to perform the Work described herein, including but not limited to the installation of a new underground water service line which will require access to the Property and to the inside of the Residence to connect the new water service line to the existing water meter location.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. Recitals Incorporated.

1.1 The Recitals set forth above are material terms of this Agreement and are incorporated in their entirety by reference in this Section 1.1.

2. Work Performed.

2.1 Work Performed. The work to be performed by the City or its Contractor, described in this Section 2, is cumulatively referenced in this Agreement as the “**Work**”.

2.1.1 Lead Service Replacement. The City and its approved contractor (“**Contractor**”) will install a new City underground water service line connection from the water main located in City parkway to a new City B-Box/curb stop installation at the Owner’s front Property line, and then into the Owner’s Residence where it will connect to the existing water meter. The City will determine the location of the installation of the water service connection which, in most instances, will be in close proximity to the original location. The City and its Contractor will take precautions to minimize damage to the Property and the interior and exterior of the Residence.

2.1.1.1 Whenever possible, the water service line will be installed by trenchless methods from the B-Box/curb stop installation to the foundation. The Contractor will then excavate next to the foundation to core an opening/hole in the foundation. The new water service will pass through this opening and connect to the water meter located inside the Owner’s Residence. The opening/hole will then be sealed.

2.1.1.2 If trenchless methods are not possible, the City or its Contractor will discuss alternative measures with the Owner or Owner’s Representative.

2.1.2 Restoration. The City or its Contractor will perform the restoration work described in Section 4 below.

3. Right of Access: Pre-Meeting: Clearance of Work Area; and Notice.

3.1 Right of Access. The Owner grants the City and its Contractor, and their respective employees and agents, the right to enter the Property, including the Residence, in order to perform the Work described herein and for the Pre-Meeting described in Section 3.2 below. Such access shall be provided between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday unless otherwise agreed to by the Owner and the City.

3.2 Pre-Meeting. Before beginning any Work under this Agreement, the City or its Contractor will schedule a pre-meeting with the Owner or the Owner’s Authorized Representative, as applicable, at which meeting the following will be discussed: (i) the methods of Work; (ii) the timing of the Work; (iii) where on the Property, including the Residence, the Work will be performed; (iv) which areas of the Residence need to

be cleared by the Owner prior to commencement of Work (per Section 3.3 below); and (v) possible items of restoration (per Section 4 below).

Before commencing any Work, the City or its Contractor will take pictures of the Property and Residence as needed to document their condition.

3.3 Owner's Responsibility to Clear the Work Area. It is the Owner's obligation hereunder to prepare a proper work environment for the Contractor to perform the Work, meaning that the interior and exterior of the Residence where the Work will be performed will be clear of clutter and other impediments.

3.4 Notice. The City or City Contractor will notify the Owner (or Owner's Authorized Representative) not less than twenty-four (24) hours in advance of the date the Work is to be performed. Forms of communication may include, but are not limited to: email, phone contact, mail, or door hanger.

4. Restoration.

4.1 The City will be responsible for restoration as follows:

4.1.1 Upon completion of the Work, the City or the City's Contractor will restore the exterior of the Residence to its former condition as nearly as practical at no cost to the Owner. Acceptable items for restoration will be defined in the Pre-Meeting described in Section 3.2 above.

4.1.2 Where an opening/hole of a foundation wall in the Residence occurs in the performance of the Work described herein, as described in Section 2.1.1.1 above, the opening will be sealed by the City or its Contractor. Any other restoration of the interior of the Residence shall be the responsibility of the Owner.

4.1.3 The Owner may contact the City with any questions or concerns regarding the Work performed including restoration.

5. Ownership; Warranty.

5.1 Ownership by City. Upon completion of the Work described herein, the City shall own and maintain the portion of the water service line between the water main located in the City right of way and the B-Box/curb stop located near the property line of the Property.

5.2 Ownership by Owner. Upon completion of the Work described herein, the Owner shall own and maintain the portion of the water service line from the B-Box/curb stop to the water meter located within the Residence. Notwithstanding the foregoing, the City will warranty the material and workmanship of the portion of the Work performed on the water service line owned by the Owner for twelve (12) months following installation.

6. Claims Related to Work.

6.1 The Owner shall not sue or bring any other action or claim against the City or the City's Contractor, or their respective officers, agents, or employees, for any claim or damages caused by, related to, or arising out of the Work. The Owner hereby waives any right of subrogation related to the Work. The provisions herein shall survive the expiration or termination of this Agreement and shall continue until expiration of all limitation periods applicable to any causes of action which may arise from the Work.

7. Term of Agreement.

7.1 This Agreement shall remain in full force and effect until completion of the Work or two (2) years from the Effective Date of this Agreement, whichever is longer.

8. Termination.

8.1 Prior to commencement of the Work hereunder, this Agreement may be terminated by the City (by the Director of the Department of Public Utilities-Water) or by the Owner by giving written notice of termination to the other. Once the Work has begun, this Agreement may only be terminated by agreement of the Owner and the Director of the Department of Public Utilities-Water.

9. General Provisions.

9.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning the subject matter. This Agreement may be modified only by a written document signed by all Parties.

9.2 Binding Effect. This Agreement is binding on the Parties and their heirs, successors and assigns.

9.3 Invalidity. If any part or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only without in any way affecting the remaining parts or provisions of this Agreement.

9.4 Choice of Law/Venue. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. All disputes shall be resolved in the Circuit Court where the Property is located as the sole and exclusive jurisdiction and venue.

9.5 Survival. The following provisions of this Agreement shall survive its expiration or termination: 4.1.2, 5.1, 5.2, 6.1, and Section 9.1 through Section 9.5.

9.5 Authority. The undersigned swear and affirm that they have the lawful right to sign this Agreement on behalf of the City and the Owner respectively.

9.6 Effective Date. The effective date (“**Effective Date**”) of this Agreement shall be the date on which it is fully executed by the Parties hereto.

The undersigned represent that they have read and understand the terms of this Agreement, and that they hereby agree to be bound by its terms.

/SIGNATURES ON FOLLOWING PAGES/

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST

By: _____
Pam Gallahue, Ph.D.
City Clerk

Date: _____

OWNER(S)

Owner's Signature: _____

Print Name: _____

Date: _____

[If more than one owner]

Owner's Signature: _____

Print Name: _____

Date: _____

OWNER(S) CONTACT INFORMATION:

Name(s) [Please Print]:

Email address: _____

Telephone No.: _____

Additional email addresses and/or telephone numbers: _____

If Owner(s) wish to designate another individual to act as their Authorized Representative under the Agreement, please complete the following section:

DESIGNATION OF AUTHORIZED REPRESENTATIVE:

As Owner(s) of the Property, I (we) hereby authorize the individual listed below to act on my (our) behalf for all purposes under this Agreement.

Name(s) [Please Print]: _____

Email address: _____

Telephone No.: _____

Owner(s) Signatures _____

Date: _____