

III. **PERSONAL CONTACT INFORMATION (REQUIRED)**

Mailing Address (if different from service address):

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email: _____

IV. **ACCESS TO THE PROPERTY**

The OWNER acknowledges that the CONTRACTOR will require access to the PROPERTY to complete the private plumbing work. Access inside the building at the point where the proposed service pipe will enter into the building will be required. The CONTRACTOR will provide the OWNER with a 48-hour advance notice of the work. It is the responsibility of the OWNER to provide access to the CONTRACTOR on the date and time scheduled and to remain present during the scheduled work. Work will normally be done Monday to Friday between 7 A.M. and 5 P.M. If the OWNER fails to provide access to the inside of the building, this AGREEMENT shall be canceled, and the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. If the AGREEMENT is cancelled, the OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs. Further, this AGREEMENT shall be automatically canceled if ownership of the PROPERTY has changed since the execution of this AGREEMENT, in which case a new AGREEMENT must be executed by the new OWNER. Inclement weather may require the CONTRACTOR to reschedule a new and mutually agreed upon date and time.

V. **DESCRIPTION OF SERVICES AND COSTS**

The CONTRACTOR for the VILLAGE will install a new 1.25-inch high density polyethylene water service lateral, as necessary, from the property line to the first plumbing connection inside the building structure. The work also includes all internal plumbing connections of an existing service lateral to the basement plumbing, as necessary, and mandatory abandonment of the private well. All plumbing permits shall be paid for and obtained by the CONTRACTOR. Meters will be obtained and installed by the CONTRACTOR. The location of where the water meter is to be placed in the basement and where the water service lateral shall be laid shall be identified by the CONTRACTOR and verified by the OWNER. All construction excavations will be backfilled, topped with topsoil, and seeded. Any asphalt or concrete removed will be replaced in kind. The penetration through the building wall or floor will be sealed. This is termed **General Restoration**, and it is included within the cost of the water service lateral on private property. **No other restoration of internal surfaces or finishes will be performed.**

Other items disturbed during construction on private property outside the building, including walls, fences, shrubs and other landscaping, brick sidewalks or driveways, and lawns requiring specific seed or sod will not be restored. If disturbed by the CONTRACTOR, items such as stones, fences, shrubs, plants,

bricks, and sod will be left on the PROPERTY by the CONTRACTOR to be reused at OWNER's and/or tenant's option and costs. Neither the VILLAGE nor the CONTRACTOR is responsible for damage to trees, shrubs, and living plant material incurred during, or as a result of, pipe replacement. OWNERS should dig up living plant material before the start of construction and provide necessary protection for the plants during construction. OWNER will be responsible for the replanting of plant material.

The VILLAGE CONTRACTOR will not restore finished surfaces within the basement such as drywall, wall or ceiling paneling, carpeting, or floor finishes. Restoration of finished surfaces shall be solely the responsibility of the OWNER. Private utilities (such as dog fences, LP lines, yard lights, and sprinkler systems) are also the OWNER's responsibility for marking before construction and repair. Settling of the trenches are the OWNER's responsibility after the Village Building Inspector's sign-off.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the sole financial responsibility of the OWNER for payment directly to the CONTRACTOR.

The VILLAGE recently adopted amendments to two ordinances which have not yet been posted on the VILLAGE's website, impacting an owner with a private well. The specific ordinances, along with a brief summary of the amendments' effects, are listed below. There is no exception to these requirements, except for wells utilized under a conditional-use permit for sole use in the production of a product shipped off premises.

1. Sec.74-157 Compulsory Connection—Requires OWNER to connect to the municipal water system within six (6) months of water main being made available to the PROPERTY.
2. Sec. 74-158 Abandonment of Wells—Requires the OWNER to abandon the private well after the property is connected to the municipal water system.

VI. EXCLUSIONARY CONDITIONS

This AGREEMENT shall be canceled, and no work will be performed on the private property if:

1. Ownership of the PROPERTY has changed,
2. The OWNER denies the VILLAGE's CONTRACTOR access to the PROPERTY, or
3. The OWNER is not present at the time scheduled for the replacement and an alternative date and time cannot be coordinated.

If this AGREEMENT is canceled or is not executed, the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. The OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs.

VII. PAYMENT OPTIONS

The cost associated with the work described in Section V is approximately \$7,000 to \$10,000. The VILLAGE has secured grant funds through the Waukesha Community Foundation's Village of Lannon Quarry Fund to pay these costs except for 50% of the well abandonment cost. The CONTRACTOR will be paid directly by these entities for the work described herein.

The Waukesha Community Foundation will reimburse 50% of the well abandonment cost under this agreement up to \$920. The remaining portion of the well abandonment cost must be paid for by the OWNER. The Waukesha Community Foundation may pay the CONTRACTOR in full for the well abandonment, in which case the OWNER must make a contribution to the Community Foundation equal to 50% of the well abandonment costs.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the responsibility of the OWNER for payment directly to the CONTRACTOR.

Costs in addition to the standard scope of work will be required to be paid by the OWNER. The CONTRACTOR will perform a site walk through prior to the start of work and will notify the OWNER of any additional costs. The following are common items that may result in a higher cost:

- If the property does not have a basement, the CONTRACTOR may have to excavate 6-feet deep into the basement floor.
- If the desired water service lateral is different than a 1.25-inch diameter HDPE pipe.
- If the sewer service lateral needs to be televised to properly locate the adjacent water service lateral.
- If there are significant conflicts to the planned water service lateral route

VIII. TIME OF PERFORMANCE AND COMMUNICATION

The CONTRACTOR shall perform the work described above by the end of 2021, excluding restoration, which may occur in 2022, weather dependent. A separate mobilization and setup are anticipated by the CONTRACTOR for each of the following work categories:

- a) Inspection prior to work being scheduled
- b) Installation of the private water service lateral (if necessary)
- c) Conversion of plumbing to the municipal source of supply
- d) Well abandonment

This work will be performed in 2021. The CONTRACTOR will be responsible for coordinating the schedule for each specific property with the OWNER. The VILLAGE has entered into a master service contract with the CONTRACTOR (Contract No. 2033), which specifies the substantial and final completion dates. These dates may be changed by the VILLAGE. Should the dates in Contract No. 2033 be changed, the dates in this AGREEMENT shall be considered as changed to the same dates.

Communication for this work shall be directly between the CONTRACTOR and the OWNER and not the VILLAGE. The CONTRACTOR may be reached at **262-781-5940**. Becky Woppert is the CONTRACTOR's assistant project manager.

IX. STANDARD OF CARE

The CONTRACTOR shall at all times perform all work in a manner that is consistent with local codes and standards for the replacement of underground pipes and the restoration of above ground areas. The Village Building Inspector will inspect plumbing-related items for compliance with applicable codes.

X. HOLD HARMLESS

Parties' Negligence– the CONTRACTOR AND THE OWNER shall hold the other harmless for any damages suffered as a result of each's own respective negligence in connection with activities on the OWNER's PROPERTY. This includes absolving the CONTRACTOR from damages related to business interruption losses before, during, or after the performance of CONTRACTOR's work.

Third Parties–The OWNER agrees to defend and hold Village of Lannon, its, officers, employees, agents, and successors harmless from any and all claims, liabilities, or damages claimed or caused by third parties, including property damage or personal injury, arising out of the CONTRACTOR's activities on OWNER's PROPERTY.

XI. INDEMNIFICATION

The OWNER shall indemnify and hold harmless the Village of Lannon and all of its officers, agents, employees, and CONTRACTORS against any and all claims or liability arising from, based on, or as a consequence or result of, any act, omission, or default of the OWNER in the performance of, or in connection with, any work required, contemplated, or performed under this AGREEMENT.

XII. DUTY TO DISCLOSE LATENT DEFECTS

The OWNER shall disclose at the time of signing this AGREEMENT any hidden hazards, defects, conflicts, or critical business operations not apparent from reasonable visual inspection that may interfere with the work described herein. The OWNER shall be responsible for all damages caused due to such undisclosed conditions.

OWNER's Comments on the PROPERTY:

XIII. OWNER'S RIGHT TO CANCEL

The OWNER- may cancel this AGREEMENT at any time before midnight of the third business day after the date of signing this AGREEMENT. Notice of cancellation must be submitted in writing and mailed to the following address:

Village of Lannon
Private Property Connection
P.O Box 456
Lannon, WI 53046

