

WATER SERVICE REPLACEMENT AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions pursuant to which Rochester Public Utilities (“RPU”) will provide a new private water service to the undersigned owner’s property at:

Property Address	City	State	Zip
The new private water service will replace the existing lead or galvanized service upstream of the water meter pursuant to Minnesota Statutes 446A.077 to the extent that State and Federal funding is available to RPU.			

CONSIDERATION:

This Agreement anticipates the work to be performed by RPU staff and/or by a contractor selected by the RPU. 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.

RPU RESPONSIBILITIES:

1. Install a new water service constructed by RPU and/or a private contractor between the water main pipe within the public right-of-way or easement and the water meter on the Owner’s property. The existing private water service may be removed or disconnected and abandoned.
2. Correct/replace the meter setting and/or meter as necessary to accommodate the water service replacement. RPU staff and/or a contractor selected by the Board may install the existing water meter in a new location to facilitate the location of the new water service.
3. Provide restoration of the Owner’s property disturbed by construction, including seeding of grass areas on the property, concrete or pavers and interior portions of the building disturbed by such work. However, restoration will not include finished interior work (e.g. woodwork, tiling, carpeting, drywall, painting, trim, etc.), premise plumbing work (including fixtures) beyond reconnection to the water meter, or exterior landscaping beyond topsoil, seeding, and mulch.
4. Require the contractor performing the work to provide adequate insurance to protect the Owner against loss that may result from damage caused by construction operations on the Owner’s property, and to require the contractor to provide RPU with proof of such coverage.
5. Guarantee to the Owner that any work done will be free from defects in material and workmanship for a period of one year from its completion and ensure the work meets all applicable RPU standards.
6. RPU staff and/or a contractor selected by the Board may take photographs of the work area which will not be released for public purposes unless required by a governing authority with jurisdiction.

OWNER RESPONSIBILITIES:

1. The undersigned represents that they have the power and authority to execute this Agreement as the Owner and on behalf of any other parties that may have property rights.
2. Permit temporary access and right of entry to and upon the above-referenced property to RPU and/or RPU Contractor(s) and consultants to enable pre-construction inspection, construction, testing, and inspection of the new private water service and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
3. The undersigned or their representative (18 years or older) must be present while the replacement work is being performed and will provide RPU and/or its Contractor access in the area where the water service enters the home up to the meter.
4. Provide clear and unobstructed access to any area required to complete construction. This includes the removal of drywall, paneling, fixtures, flooring, and other materials as may be necessary for RPU to access interior plumbing.
5. Make RPU and/or RPU contractor(s) aware of any known subsurface private assets.
6. 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, and coordinate property access based on construction schedule.
7. Provide necessary watering and maintenance to the restored turf areas including the boulevard adjacent to the property.
8. Hold RPU, its Engineer, and its designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the water service replacement work. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses, or immunities.

MAINTENANCE:

One year after the water service is replaced, the Owner assumes responsibility for any and all maintenance, repair, and replacement of the full length of the water service located in private property and the public right-of-way.

WAIVER:

The Owner is requesting to participate in the voluntary lead service line replacement program and agrees that it will not challenge the validity of this Agreement unless for reasons of fraud or other malicious behavior.

TERMINATION:

This Agreement may be terminated by either party upon ten (10) days written notice to the other party.

COUNTERPARTS:

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement, its written notice of termination if applicable, and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Printed Name of Property Owner(s)

Property Owner(s) Signature(s)

Date

Mailing Address

City

State

Zip Code

Primary Phone Number

Alternate Phone Number

Email Address