



Election to Use City Contractor and Temporary Right of Entry Agreement
Sanitary Sewer Lateral and Lead Service Line Replacement and Installation of Meter Setting

Address of Property with Sanitary Sewer Lateral and Lead Service Line (if applicable) **to be replaced** ("PROPERTY"):

The owner ("OWNER") of the PROPERTY and the City of Milwaukee ("CITY") agree as follows:

- (a) **OWNER Election.** OWNER elects to have a CITY contractor replace the sanitary sewer lateral ("SEWER") and privately-owned section of the lead service line ("LSL") (if applicable) according to the scope of work set forth in Attachment A ("SCOPE OF WORK").
- (b) **Right of Entry and Temporary Easement.** OWNER grants to CITY, its agents and contractors, the right to enter upon the PROPERTY to perform the SCOPE OF WORK. CITY, and its employees, agents and contractors, shall have access to the PROPERTY as needed to perform the work.
- (c) **Compliance with Laws.** All work performed on the PROPERTY by CITY, or CITY's employees, agents and contractors, shall be conducted in compliance with all federal, state and local laws, orders, regulations and ordinances.
- (d) **Hold Harmless.** CITY shall cause its contractor(s) to maintain appropriate insurance coverage. OWNER agrees to hold CITY harmless regarding any damage or injury to person or property caused by CITY or its employees, agents, or contractors on the PROPERTY.
- (e) **Duration.** This agreement shall be effective as of the date indicated below by OWNER and shall remain in effect until completion of the work.

CITY:

OWNER:

Name Printed: Jerrel Kruschke, P.E.

Name Printed _____

Name Signed:

Name Signed _____

Title: Commissioner

Date _____

Address of Property Owner _____

City _____ State _____ Zip _____ Email: _____

Phone #1: _____ Circle one: Cell phone / Land Line **Is it OK to text you? Y / N**

Phone #2: _____ Circle one: Cell phone / Land Line **Is it OK to text you? Y / N**

Yes _____ No _____ There are children under the age of six and/or women who are pregnant, may become pregnant (ages 15-45) or who are breastfeeding in this home.

☐ Check here if the property is currently vacant.

ATTACHMENT A

SCOPE OF WORK

- i. OWNER hereby allows CITY, its employees, agents, and contractors, the right to enter upon the PROPERTY to replace the **SEWER** from the public sewer main to the building cleanout in the basement. A hole will be made in the basement floor at the existing cleanout to make a connection to the new lateral. An excavation will also be made above the public sanitary sewer, typically located in the middle of the street. The sanitary lateral may be installed by either open cut excavation between the sanitary sewer and the cleanout in the basement or by pulling a new lateral from your basement to the sanitary sewer. The method of installation will be determined by the CITY.
- ii. OWNER hereby allows CITY, its employees, agents, and contractors, the right to enter upon the PROPERTY to replace the **LSL** (if applicable) from the outlet joint of the curb stop with copper tubing up to and including the meter setting in the basement. The replacement of the LSL is expected to be conducted by pulling new copper tubing alongside the new sanitary sewer lateral, penetrating the basement floor, installing a new meter setting including inlet and outlet valves and connecting the meter setting to the building's internal plumbing. A hole will be made in the basement floor to accept the new copper service line. In the event that this pulling or boring technique cannot be used, as determined by the CITY, the replacement of the LSL will consist of an open cut excavation from the curb stop to the foundation wall in which copper tubing will be placed, penetrating through the basement floor, installing a new meter setting including inlet and outlet valves, and connecting the meter setting to the building's internal plumbing.
- iii. CITY, its employees, agents, and contractors, shall restore the exterior work site to its pre-replacement condition as follows: Restoration of the OWNER's side is limited to the excavation and impacted lawn areas. Extraordinary physical or other obstacles, such as porches, stairs, walls, closets, drywall, cabinetry or fences, ("OBSTACLES") must be removed by and at the expense of the OWNER if the CITY determines that removal of the OBSTACLE is necessary to perform the SEWER and LSL replacement. Private walks, trees, shrubs and landscaping are the responsibility of the OWNER. Impacted lawn areas will be backfilled to include no less than 12" of topsoil at lawn excavations. The hole in the floor to accept the new copper service line will be patched within three days.
- iv. CITY, its employees, agents, and contractors shall keep the PROPERTY free of liens resulting from its activities and those of its employees, agents and contractors.
- v. CITY anticipates that the excavation for the pulling/boring technique will be six (6) feet by eight (8) at the sewer main, six (6) feet by eight (8) feet at the curb stop (in the case of LSL replacement), and three (3) feet by six (6) feet at the sewer cleanout in the basement. If an open trench is used, the excavation will be about three (3) feet wide from the sewer main to the foundation wall.
- vi. The ownership and maintenance requirements of the new sanitary sewer lateral, water service line, and meter setting shall remain the responsibility of the OWNER.
- vii. The new sanitary lateral shall have a warranty period of three (3) years.
- viii. The new water service line and meter setting shall have a warranty period of two (2) years.