



PROVIDENCE WATER
Tap Water Delivers

Date: X/XX/2018

Name
Address
City/Town, RI Zip Code

Reference: Private Side Lead Water Service Pipe Replacement
and Payment Agreement Form
Lead Service Replacement (LSR) Program

The Hon. Jorge O. Elorza
Mayor

Ricky Caruolo
General Manager

Dear: Name

As you are aware, a representative of Providence Water (PW) performed an inspection of your property focused in your basement to determine replacement cost of the private side lead water service pipe. Based on the inspection, the Not-to-Exceed Total Cost is:

Not-to-Exceed Total Cost - \$X,XXX.XX

Attached are two (2) copies of the Private Side Lead Water Service Pipe Replacement and Payment Agreement Form. Please read the Form carefully. If you agree with the work to be accomplished within your property, the terms of the Agreement, and the Not-to-Exceed Total Cost stated above, please fill out all information requested on the Agreement Form sheets and follow the instructions on pages 2 and 3 of the Agreement. Pay close attention to the Description of Services and Costs on the attached Private Side Lead Service Replacement Cost Proposal Form; familiarize yourself with the means and methods of the Private Side Lead Service Replacement, and consequent invoice procedure.

Please Note: During construction, if soil (site) conditions allow the contractor to attempt and successfully remove the lead service by pulling the service, the tunneling removal and installation rate will not be applicable. **Your final invoice will reflect the installation rate for the method used to replace your lead service (i.e. the pulling method or the open-trench method).**

If certain items of work or costs are found not necessary, you will not be charged for those items.

Should you have any questions concerning the Agreement, the described Payment Options, or the LSR Program in general, please call our Lead Service Replacement (LSR) Hotline at 401-521-6303.

Respectfully,

Providence Water

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(401) 521-6300

125 Dupont Drive
Providence, RI 02907

www.provwater.com

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**PROVIDENCE WATER SUPPLY BOARD (PWSB)
LEAD SERVICE REPLACEMENT PROGRAM
PRIVATE SIDE LEAD WATER SERVICE PIPE REPLACEMENT AND
PAYMENT AGREEMENT FORM**

PLEASE RETURN BY X/XX/2018

PERSONAL CONTACT INFORMATION (REQUIRED)

Owner Name(s): Name

Stop Number: XXXX

Address for Lead Service Replacement on Private Property:

Street
City/Town, RI Zip Code

PERSONAL CONTACT INFORMATION (REQUIRED)

Mailing Address (if different from service address):

Telephone Numbers: _____ Day _____ Evening
 _____ Cell

Please indicate the best time and method for PWSB to contact you and schedule your private side replacement.

COST ESTIMATE

The **Not-to-Exceed Total Cost** is: **\$0.00**

Please refer to the attached Contractors Cost Proposal Form of the Total Cost that was based on our recent site visit to your property and the basement inspection of your building.

DESCRIPTION OF SERVICES AND COSTS

A PWSB Contractor will replace your lead water service pipe with a new 1” copper service pipe from the curb stop shutoff valve (typically located between the sidewalk and the curb) and through your property to the water meter located within your building. To replace the pipe, the Contractor has to either pull the existing service, tunnel, and/or excavate (trench) through lawns, sidewalks, walkways and landscaped areas. Each method requires an initial excavation at the curb stop location, which is typically within the sidewalk area, to access and remove the existing service line. If the tunneling method is used, the existing lead service is abandoned in-place during the installation of the new copper service pipe. The Contractor will need to conduct interior work in the area of the water meter to install the new copper service from the exterior to the interior of the building including plumbing work (e.g. valves, backflow preventer, expansion tank, pressure reducing valve, etc.) in the area of the water meter to meet the current Plumbing Code.

All construction excavations will be backfilled, topped with topsoil, and seeded. Any removed asphalt or concrete will be replaced in-kind. The penetration through the building wall or floor will be sealed. This is termed General Restoration and is included within the cost of the lead service pipe replacement on private property. **No other restoration of existing internal surfaces, finishes or other features will be performed.**

It may be necessary for you to remove plants, bushes, landscaping walls, fences, etc. that you wish to save and that obstruct the excavation from the curb stop to the building foundation. If you elect to replace your service and sign this Agreement Form, specific instructions will be provided to you for moving any obstructions you do not want damaged. If you elect not to perform any removal work, or a portion thereof, a contingency cost will be added for the Contractor to perform this removal, relocation, or other extra work as described below.

TUNNELING AND CONTINGENCY COSTS

Site and soil conditions determine the method of lead service removal and replacement. During construction, the Contractor shall make the final determination as to the method that is most appropriate and suitable for your service replacement. In many cases, the use of the tunneling device may not be the most advantageous. If this method is not used, the tunneling rate will not be applied to your final invoice. Therefore, your final invoice will reflect the installation rate for the method used to replace your lead service (i.e. the pulling method or the open-trench method).

Although tunneling may not be required, there are other contingency costs associated with other miscellaneous work that is sometimes required to complete the overall service replacement work as described below.

Construction contingency costs are used to pay the Contractor for extra work beyond the costs of the typical private service replacement. **This extra work can be for items such as fence relocations; tree or shrub removal and disposal; or landscape restoration beyond the normal loaming and seeding required for typical grass restoration.** These items are usually pre-determined at the time of final inspection and consultation with the homeowner and the Contractor. Contingency costs also pertain to extra work arising from unforeseen conditions, construction problems, or other work ordered and approved by Providence Water, which are identified during construction. **Extra work items associated with unforeseen conditions include, but are not limited to, ledge or rock removal; repair or relocation of existing private drain or sewer pipes due to conflicts with the new water service; conflicts with other unknown private utilities; or conflicts with unknown underground obstructions within the private property.** **These contingency costs will be determined during construction; the sum of all costs invoiced will not exceed the Not-to-Exceed Total Cost that appears in the total cost breakdown of the Payment Agreement Form.**

Contingency work items have been identified due to the presence of an unmovable or fixed obstruction **(Ledge, Fence, Wall, Tree/Shrub, Permanent Landscape Feature, or Curbing)** associated with your property. It has been mutually agreed that contingency work items will be performed by the Contractor, if required.

For the replacement of the private water service, the homeowner will only be billed for the actual service work performed at the appropriate removal rate utilized (pulling, trenching, or tunneling). Contingency costs will not be applied if additional work is not required for the replacement of your private service, these savings will be reflected on your invoice.

Any extra costs, if required, for the contingency work items discussed above, the sum of all costs invoiced will not exceed the Not-to-Exceed Total Cost that appears in the total cost breakdown of the Payment Agreement Form. The contingency cost(s), which may appear on the invoice, will be based upon the hourly rate for the labor (laborers, operators, & foreman), equipment and materials used for the actual extra work required to replace your private service.

ACCESS TO PROPERTY

The Owner(s) acknowledges that Contractors will require access to the property to complete the replacement of the lead service pipe. Access inside the building at the point where the existing service pipe enters the building and around the water meter will be required. The Contractor will provide the Owner(s) with 72-hours advance notice of the replacement work. It is the responsibility of the Owner(s) to provide access to the Contractor on the date and time scheduled. Work will normally be done on weekdays between 7:00 AM and 3:30 PM. If the Owner(s) fails to provide access to the inside of the building, the Contractor will only replace the public portion, between the water main and the curb stop, of the lead service pipe. The Owner(s) will then be responsible to contract privately to have the private portion of the lead service pipe replaced. Inclement weather may require the Contractor to reschedule a new mutually agreed upon date and time.

Unless otherwise agreed upon between the Contractor and Owner, any items located in the way of the construction, and 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, stones, fences, shrubs, plants, bricks, sod, etc., will be left on the property for re-use by the Owner and/or tenant, and the costs of re-installation or restoration shall be borne by the Owner. Neither PWSB nor the Contractor is responsible for damage to trees, shrubs, and living plant material disturbed as a result of construction operations to replace the private service line. The Owner will be required to dig up plant materials that they wish to save prior to the start of construction, and provide the necessary protection for the plants during construction. The Owner will be responsible for the replanting of the plant material.

PAYMENT OPTIONS (Please indicate which payment option you select)

Payment in Full Following Completion of Work: You will have 30 days from the date of this invoice to make payment without interest being charged. If payment is not made within 30 days the remaining balance will be subject to the same interest accrued at 1% per month. If a non-payment situation occurs the property will be subject to late payment fees and shut off procedures will commence approved by the RIPUC. These charges will appear on your next monthly water bill along with any payments made, as of the date of the bill.

Extended Payment with 0% interest charge for 3 years: Extended payment plan at 0% interest per month for 3 years is available upon request on a **first come, first serve basis**. Once this payment plan option is approved, if the required 0% interest payment agreed upon in the payment plan is not made within 30 days from the date of the invoice creating a non-payment situation then the property will be subject to late payment fees and shut off procedures will commence approved by the RIPUC. These charges will appear on your next monthly water bill along with any payments made, as of the date of the bill. Please contact Joe Murphy at 401-521-6300, ext. 7110, if you are interested in this option. If account balance is not paid in full by maturity date, all accrued interest will be added to the account and must paid in full.

Extended Payment with 1% interest charge: Extended payment plan at 1% interest per month may be possible upon request. Once this payment plan option is approved, if the required 1% interest payment agreed upon in the payment plan is not made within 30 days from the date of the invoice creating a non-payment situation then the property will be subject to late payment fees and shut off procedures will commence approved by the RIPUC. These charges will appear on your next monthly water bill along with any payments made, as of the date of the bill. Please contact Joe Murphy at 401-521-6300, ext. 7110, if you are interested in this option. If account balance is not paid in full by maturity date, all accrued interest will be added to the account and must paid in full.

Note: Extended payments with 1% per month interest charges may be approved upon special request. Please contact Joe Murphy ext. 7110 to discuss this if you are interested in this option.

PAYMENT ASSISTANCE

The Property Owner(s) is responsible for the cost of replacing the lead service pipe from the curb stop to the water meter, including plumbing fittings and appurtenances adjacent to the meter. Many banks offer low interest loans to assist homeowners with home improvements. Owners may wish to inquire with banking institutions concerning what programs may be available.

TIME OF PERFORMANCE

The Contractor shall perform the work described above within three months after the date of execution of this Agreement. The duration of the work from start to finish should not exceed 5 days.

STANDARD OF CARE

The Contractor shall at all times perform all work in a manner that is consistent with local codes and standards.

HOLD HARMLESS

Parties' Negligence - Each party shall hold the other harmless for any damages suffered as a result of their own negligence in connection with activities on the Owner's property.

Third Parties - The Owner(s) agrees to defend and hold PWSB, its directors, officers, employees, agents, predecessors, successors and assignees, harmless from any and all claims, liabilities or damages claimed or made by third parties, including property damage or personal injury, arising out of the Contractor's activities on Owner's property.

INDEMNIFICATION

The Owner(s) shall indemnify and hold harmless PWSB and all of its officers, agents, employees and contractors against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Owner(s) in the performance of, or in connection with, any work required, contemplated or performed under the Agreement.

DUTY TO DISCLOSE LATENT DEFECTS

The Owner(s) shall disclose at the time of signing this Agreement any hidden hazards or defects that are not apparent from reasonable visual inspection, which may interfere with lead service pipe replacement activities. The Owner(s) of the property shall be responsible for all damages caused due to undisclosed defects or hazardous conditions.

Owner's Disclosure of Defects, Hazards, etc.: _____

OWNER'S RIGHT TO CANCEL

The Owner(s) may cancel this Agreement at any time prior to the 72-hour notification of construction start. Notice of cancellation must be submitted in writing and mailed to the following address:

Private Side Lead Water Service Pipe Replacement
Providence Water Supply Board
125 Dupont Drive
Providence, RI 02907
ATTN: Lead Service Replacement Program

No work will be performed on the private side pipe if the private service pipe is found not to be lead. The Owner will not be billed, and any advanced payment will be refunded.

GENERAL

The Owner(s) acknowledges receipt of a copy of this Agreement. The Owner acknowledges that he/she has had an opportunity to review this Agreement and has selected an option for the services and payment terms described in this Agreement.

ACCEPTANCE OF AGREEMENT

This contract offer is valid for 30 days from the date shown on the cover letter to this Agreement or by no later than X/XX/2018.

I/(we) accept the terms of this Private Side Lead Water Service Pipe Replacement and Payment Agreement and agree to the chosen payment method in Payment Options on Page 4. The terms of the payment method commence immediately following completion of work.

Two copies of this Agreement are provided. Sign both copies in the signature space provided below.

Keep one copy for your records and return one copy to:

Private Side Lead Water Service Pipe Replacement
Providence Water Supply Board
125 Dupont Drive
Providence, RI 02907
ATTN: Lead Service Replacement Program

Only the Property Owner(s) is (are) entitled to authorize work on said property.

The Agreement will be countersigned by Providence Water Supply Board and returned to you.

The terms of this Agreement are binding on all those signing this Agreement individually and jointly.

Check one and sign in space provided below.

_____ I/We accept the terms of this Agreement.

_____ I/We **DO NOT** accept the terms of this Agreement.

Property Owner(s) signature

Date

Please Print Name

Street, City/Town, RI Zip Code

Property Address

Zip Code

Agreed & Authorized by:

Authorized PWSB Representative

Date