

**PLEASE SIGN ATTACHED CONTRACT (LAST PAGE)**

CITY OF BALLWIN  
14811 MANCHESTER ROAD  
BALLWIN, MO 63011  
(636) 227-2129  
FAX: (636) 207-2360



APPLICATION #

**OUT OF MONEY**

**SEWER LATERAL REPAIR  
APPLICATION**

**FOR OFFICE USE ONLY**

APPLICATION RECEIVED: DATE: \_\_\_\_\_ APPLICATION APPROVED BY: \_\_\_\_\_  
BY: \_\_\_\_\_ TIME: \_\_\_\_\_ Permit #: \_\_\_\_\_ DATE: \_\_\_\_\_

**IMPORTANT NOTICE**

Repair subject to \$3,500 cap under the Ballwin Sewer Lateral Repair Program. This covers approximately 35 feet of repair (trench depth less than 15 feet). Property owner is responsible for any additional work. Funds will be available from the program in **2010**.

DATE: \_\_\_\_\_  
ADDRESS OF REQUESTED REPAIR: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**REASON FOR APPLICATION FOR REPAIR**

**COMPLETE FAILURE OF SEWER LATERAL**

**EXPLAIN HOW FAILURE WAS DETERMINED AND PROVIDE DOCUMENTATION** (*Submit a video or DVD*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEWER LATERAL LEAK CAUSING HEALTH HAZARD**

**EXPLAIN NATURE OF LEAK, HOW IT WAS VERIFIED, AND PROVIDE DOCUMENTATION**

(video of leak documentation of die test by MSD or a reliable contractor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_

# **SEWER LATERAL REPAIR PROGRAM CONTRACT AGREEMENT**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and among \_\_\_\_\_, having a place of business at \_\_\_\_\_ (hereinafter called the “Contractor”), and \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter called the “Owner”) and the City of Ballwin, a municipal corporation having a place of business at **14811 Manchester Road** (hereinafter called the “City”).

## **WITNESSETH, that:**

Whereas, the City has instituted a Sewer Lateral Repair Program under which amounts are collected from property owners of the City to be placed in a fund to pay for repair of sewer lateral connections to sanitary sewers; and

Whereas, the City has selected Contractor as one of the contractors to do sewer lateral repairs in the City of Ballwin, Missouri and the Contractor has agreed to perform all such sewer lateral repairs and all other work incidental thereto in accordance with this contract and under the terms of the Sewer Lateral Repair Program Unit Pricing attached and made a part of this Contract; and to perform such work in accordance with the Specifications prepared by the City, attached and made a part hereof; and

Whereas, Contractor agrees from time to time to provide services to property owners of the City under the City’s Sewer Lateral Repair Program; and

Whereas, Owner has submitted a Sewer Lateral Repair Application to the City for participation under the Sewer Lateral Repair Program; and

Whereas, the City agrees to pay for sewer lateral repairs under the Sewer Lateral Repair Program and/or this Contract.

NOW, THEREFORE, THE CONTRACTOR, the Owner and the City, for the consideration hereinabove and hereinafter stated, the sufficiency of which is hereby acknowledged, agree as follows:

## **ARTICLE I. SCOPE OF WORK**

The Contractor shall furnish all materials, tools, equipment, labor and all other incidentals which may be necessary to perform the work specified and shall perform in accordance with the Unit Pricing and Specifications referred to above and in accordance with the terms of this contract, the work of repairing sewer laterals in the City of Ballwin, Missouri. The City, or its authorized representative will inspect, to determine compliance and to verify the basis for unit price payments, but the City does not guarantee compliance, the

issue of compliance and work completion remaining an issue between Contractor and Owner.

## **ARTICLE II. TIME OF COMPLETION**

Except for extensions of the time as may be granted by the City, the Contractor shall proceed as expeditiously and continuously as possible under this contract to fully complete each sanitary sewer lateral repair. Work shall begin within 24 hours of the approval of the application and the issuance of a plumbing permit by the City. All work must be completed within 72 hours of the approval of and issuance of the plumbing permit.

## **ARTICLE III. ACCEPTANCE AND PAYMENT**

When the work provided for under this contract has been fully completed in accordance with the terms thereof, the City and the Owner shall make a final inspection, and any defects arising out of said inspection shall be remedied by the Contractor. After final acceptance of the work by the City and the Owner, the Contractor shall submit an itemized bill, lien waivers and proof of Owner acceptance of the work. The Contractor will be paid for said work, a sum equal to the amount determined by multiplying the actual quantities of work by the unit prices as shown on the Sanitary Sewer Repair Program Unit Prices table, and for work included in written change orders authorized by the City within thirty (30) days of receipt of bills submitted in conformance with this paragraph, or shall be notified of non compliance with such period.

## **ARTICLE IV. COMPLIANCE WITH THE PLUMBING CODE AND OTHER ORDINANCES**

The Contractor hereby agrees that all work done under this contract shall comply with the duly enacted Plumbing Code of the City of Ballwin and will in every way comply with all other Federal, State and Local Laws and Ordinances.

## **ARTICLE V. GUARANTEE**

The Contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection herewith for a term of one year. This includes, but is not limited to all phases of the work.

## **ARTICLE VI. TERMINATION**

This Contract may be terminated by the City at any time, by written notice to the Contractor, for failure to abide by the provisions of this Contract, including the aforementioned Specifications and the Sanitary Sewer Lateral Repair Program Unit Prices table.

**ARTICLE VII. INSURANCE AND BONDING**

**A. BONDING**

The Contractor must file with the City a performance bond with sureties satisfactory with the City Administrator, in the amount of \$10,000.00, conditioned upon completion of the sewer lateral repair and restoration of any street, sidewalk or right-of-way to their former condition after the sewer lateral repair has been made and holding the City harmless against all claims by others because of injuries or damages sustained as a result of any work under the provisions of this Contract. This work includes but is not limited to excavation, sewer repair work, and removal and replacement of sidewalks, driveway slabs and street pavement.

**B. INSURANCE**

1. The Contractor shall not commence work under this Contract until it/he has a) obtained all insurance required under this paragraph, b) provided the City with a Certificate of Insurance and, c) show the City as co-insured on the Certificate of Insurance and, d) such insurance has been approved by the City. No Subcontractor shall commence work until a Certificate of Insurance, for coverage required under this paragraph, has been provided to the City and accepted by the City.
2. The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter employees, unless such employees are covered by the protection afforded by the Contractor.

**Other minimum amounts**

Employer's Liability	\$1,000,000 each person
Comprehensive Automobile Liability Insurance	\$1,000,000 each person
Bodily Injury	\$1,000,000 each accident
Property Damage	\$500,000 each accident
Comprehensive General Liability Insurance	\$1,000,000 each person
Bodily Injury	\$1,000,000 each person
Property Damage	\$500,000 each aggregate

3. The insurance shall cover all claims for damages arising from the prosecution of any work under the City of Ballwin Sewer Lateral Repair Program.

**ARTICLE VIII. INDEMNIFICATION**

In consideration of participating in the Sanitary Sewer Lateral Repair Program, Owner and Contractor forever discharges the City, and its respective employees, officers and agents and representatives from any and all liability for personal injury or property damage of any of any kind sustained in association with participation in the program, provided however, this release shall not operate as a release or indemnification (i) as between Owner and Contractor for any purpose, and/or (ii) as among Owner, Contractor and/or City for payment for work completed in accordance with Article III of this Contract.

**ARTICLE IX. CONTRACT DOCUMENTS**

The Specification, the Sanitary Sewer Lateral Repair Program Unit Prices and this Contract Agreement, comprise this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year last written below.

**CONTRACTOR**

\_\_\_\_\_  
*Firm's Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, Zip*

By : \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF BALLWIN, MISSOURI**

\_\_\_\_\_  
*Robert A. Kuntz*  
*City Administrator*

Date: \_\_\_\_\_

**OWNER**

\_\_\_\_\_  
*Owner's Signature*

\_\_\_\_\_  
*Owners Name Printed*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City State Zip*