



A Century of Progress with Pride

Date

Homeowner
Address
Berwyn, IL 60402

Dear Property Owner,

The Depot District Utilities Project will include improvements to the underground water main and sewer, that are dated and in need of replacement to prevent failures, increase flow, improve operations and support growth in the area. The project will be funded through the State Revolving Fund (SRF) program, administered by the Illinois Environmental Protection Agency (IEPA). This program enables local governments to invest in waste water and drinking water capital projects. As part of this program, the City has been provided funding to replace the existing lead water service lines to buildings within the project area at no cost to the owner. We recommend that you opt to be a part of the modernization. In order for the Contractor to access the property to complete these improvements, the attached temporary access agreement must be completed and on file with the City.

Please review and complete the attached temporary access agreement. An executed copy will be returned to you for your records. If you choose to not participate please advise the city and we will stop contacting you.

Forms can be returned to the attention of the Engineering Department, City Hall, at 6700 W. 26th Street, Berwyn, IL 60402, stormwater@ci.berwyn.il.us or fax 708-749-6593. Please check the City's website: <https://www.berwyn-il.gov/?q=transportation> for future project updates.

Please feel free to contact myself or the Engineering Department at any time with questions regarding these improvements.

Respectfully,

Robert Schiller, Director of Public Works

OFFICE USE ONLY

| Date and Time received | Received by |
|------------------------|-------------|
|------------------------|-------------|



**A Century of Progress with Pride
Release, Hold Harmless, and Temporary Construction Access Agreement**

Address of Request for Replacement:

The property is: owner occupied tenant occupied vacant

Owner Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Owner Email Address: _____

Tenant Name: _____

Tenant Phone: _____

Tenant Email Address: _____

As owner/owner's agent of the property, I certify that I have the authority to and do consent to the performance of water service line replacement work on and about the property described in the application and will not interfere with the work to be performed by the Contractor selected by the City of Berwyn.

As owner/owner's agent of the property, I have the following ancillary systems installed within the property limits of said address above:

Owner's Signature: _____ **Date:** _____

If the signature is by agent, form must be accompanied by a notarized power of attorney.



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Release, Hold Harmless, and Temporary Construction Access Agreement

This Release, Hold Harmless, and Temporary Construction Access Agreement is made and entered into as of this ____ day of _____, 20____, by and between (hereinafter referred to as the "Owner") of the property located at _____ (the "Property") with a Parcel Index Number (PIN) of _____, and the City of Berwyn, Illinois (hereinafter referred to as the "City").

In consideration of the Owner's voluntary participation in the City of Berwyn Depot District Utility Improvements Water Service Line Replacement (the "Project"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor for any water service line replacement to the Property, nor the contractor's agent, and the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, DESIGN, CONDITION, MERCHANTABILITY OF THE WATER SERVICE LINE REPLACEMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE LINE REPLACEMENT, and that the City shall have no obligation to make the water service line replacement. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding. All prior conversations, agreements or representations related to the Project or to the water service line replacement are integrated herein, and the Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of Berwyn, its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, department heads, agents, officers, representatives, attorneys, independent contractors, successors, predecessors, assigns and any other party in any way related to the City (collectively, the "City Indemnified Parties") from any claim, lawsuits, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected,



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contingent or actual, liquidated or unliquidated (collectively, "Claims"), arising out of or related in any manner to the Owner's participation in the Project, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the Project.

The Owner also hereby grants the City and its contractor Temporary Construction Access on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for the contractor to replace the water service line on the Property from the residence located thereon to the meter, as well with other site improvements required in connection therewith. The following constitutes the City's exclusive warranty with respect to the water service line replacement to the Property. The City hereby covenants and agrees that after any construction work done on and to the Property, that it will restore the ground surface thereof substantially to its prior condition, to the extent and within a timeframe that is practicable, in the City's sole and absolute discretion, and will repair and/or replace any private property damaged or demolished as a result of any construction work or activity on the Property in connection with the Project.

Release, Hold Harmless, and Temporary Construction Access Agreement

The Temporary Construction Access granted hereby shall cease and terminate upon the completion of the replacement of the water service line and other improvements to be installed in connection therewith on the Property.

Disclaimer. EXCEPT AS EXPRESSLY WARRANTED HEREIN, ALL MATERIALS AND WORKMANSHIP PROVIDED BY THE CONTRACTOR UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS, AND THE CITY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL THE CITY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I, the Owner, have read this agreement and understand all of its items. I execute it voluntarily and with full knowledge of its significance on the day and year written herein.

Owner Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____

Mayor Signature: _____ **Date:** _____

City Clerk Signature: _____ **Date:** _____

For additional information:
Project Phone Number is: 708-512-6500
<http://www.BerwynDepotDistrict.com>