



CONTRACTOR – DC WATER DDOT PUBLIC SPACE PERMIT AGENT AGREEMENT

By signing this DC Water DDOT Public Space Permit Agent Agreement (“Agreement”), I understand and agree that:

1. _____ [Name of Contractor Firm] (“Contractor”) is a Lead Pipe Replacement Assistance Program (“LPRAP”) Approved Contractor (per D.C. CODE § 34–2159(f)(1)) and has contracted with _____ [Name of Property Owner(s)] (“Property Owner(s)”) to perform a Lead Water Service Pipe Replacement on their Property located at: _____.
2. District of Columbia Water and Sewer Authority (“DC Water”) is authorized to replace and maintain water service pipes in public space, however, property owners are solely responsible for replacing and maintaining the water service pipes on private property at their costs.
3. To encourage property owners to replace lead water service pipes on properties where the public-side has previously been replaced in whole or in part, the Council of the District of Columbia enacted the *Lead Water Service Line Replacement and Disclosure Amendment Act of 2018*, D.C. Law 22-241, effective March 12, 2019, (“Act”). This Act established the Lead Pipe Replacement Assistance Program (“LPRAP”) that provides financial assistance to cover the costs of replacing their lead water service pipe.
4. Under the LPRAP, the Property Owner(s) is required to apply for assistance from the Department of Energy and Environment (“DOEE”) and contract with an LPRAP Approved Contractor to perform a Lead Water Service Pipe Replacement.
5. If Contractor places equipment, conducts construction staging, or any work in public space, in the performance of the lead water service pipe replacement work, the District Department of Transportation (“DDOT”) will require the Contractor to obtain a DDOT Public Space Permit/Public Space Occupancy/Parking Permit (“DDOT Permit”) for that work.
6. To assist Contractor in obtaining the DDOT Permit, DC Water agrees to act as Contractor’s Agent for the limited purpose of obtaining the required DDOT Permit including preparing the DDOT Public Space Permit Application, traffic control plan (TCP), site plan, and project information sheet **at no cost to Contractor**. DOEE shall be listed as the Permittee.
7. Contractor shall implement all requirements of the DDOT Permit while performing the Lead Water Service Pipe Replacement.
8. DC Water and DOEE shall have no responsibility for performing the requirements in the DDOT Permit or for correcting any deficiencies or violations cited by DDOT in Contractor’s performance of the work.
9. Contractor shall assume all liability for any damages in connection with the construction work performed by Contractor to complete a Lead Water Service Pipe Replacement and associated restoration.
10. Contractor indemnifies, holds harmless, protects and defends DC Water and DOEE and its commissioners, officers, directors, employees and agents against and from any and all losses, damages, liabilities, suits, claims, demands, expenses (including, without limitation, attorneys' fees), judgments, interest and costs incurred or suffered by DC Water or DOEE or their commissioners, officers, directors, employees and agents that arise from either implementing the requirements of the DDOT Permit, as a result of this

Agreement, which includes Contractor's negligence in performing the Private Lead Water Service Pipe Replacement or noncompliance with the terms and requirements of the DDOT Permit, unless such losses, damages, liabilities, suits, claims, demands, expenses, judgments, interest or costs are due to DC Water's gross negligence, willful action or willful failure to act.

- 11. This Agreement or its interests cannot be assigned or transferred, voluntarily or by operation of law, without the prior written approval of DC Water. Assignment or transfer of this Agreement shall be void.
- 12. DC Water will use its best efforts to take all action necessary, proper, or advisable to consummate, make effective, and comply with the terms of this Agreement.
- 13. I understand this Agreement shall automatically cancel if the Property Owner(s) cancels their contract with Contractor.
- 14. I understand I may cancel this Agreement at any time prior to midnight of the third business day after the date of signing this Agreement. Notice of cancellation must be submitted in writing and emailed to leadwork@dcwater.com or mailed to the address below.

An electronic copy of this Agreement is provided. If replying by e-mail (preferred method), **sign** one copy of the Agreement and email a scanned copy to leadwork@dcwater.com under the subject "DDOT Public Space Permit Agent Agreement for Lead Pipe Replacement Assistance Program." If replying by mail, **sign** in the signature space provided below and return the completed Agreement to the address below.

District of Columbia Water and Sewer Authority
Lead Pipe Replacement Assistance Program
ATTN: Gian Cossa, COF, 5th Floor
5000 Overlook Ave SW
Washington, DC 20032

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.

Signature of Officer/Owner of Contractor Firm:

Signature Date

Print Name

Contractor Firm Name

Contractor Firm Address

Phone Number Email Address

Agreed & _____
Authorized by: Authorized DC Water Representative Date