

The City of Marco Island Utilities Department ("Utility") has completed construction of sanitary sewer lines on your street. Each homeowner ("Owner") is required to connect to the new sanitary sewer lines within 365 days of the Notice of Availability for their specific Sewer District. Property owners not returning the Connection Options Form with a selected option will be assuming full responsibility for their obligation to connect to the new sanitary sewer system.. The undersigned homeowner understands the options and selects the following connection option for the property listed below. **You must submit a separate form for each property.**

**OPTION I - CITY'S CONTRACTOR CONNECTION** – I wish to contract with the Utility to provide sewer connection and septic tank abandonment services for my home at the address listed below. I agree with the Utility's Sewer Connection Agreement Standard Terms and Conditions. I understand the Utility hired contractor will schedule my connection to be installed as soon as practical after receipt of the Work Order, which will likely be between January and June 2009. By selecting Option 1, I understand I give up the right to wait 365 days to complete my sewer connection. I understand that the cost of an average connection range between \$1,920.00 and \$2,350.00 will appear on my monthly City Utility bill and will be payable in full within thirty (30) days.

**PROPERTY OWNER NAME: (PLEASE PRINT)** \_\_\_\_\_

**MARCO ISLAND PROPERTY ADDRESS:** \_\_\_\_\_

**PROPERTY OWNER BILLING ADDRESS:** \_\_\_\_\_

**PHONE NUMBER: (Local)** \_\_\_\_\_ **(Cell/Out of Area)** \_\_\_\_\_

**SIGNATURE OF LEGAL OWNER(S):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**OPTION 3-ADVANCED SEPTIC SYSTEM-10-YEAR CONNECTION EXEMPTION**

I have an advanced septic system and a valid "Annual Operating Permit" from the Collier County Health Department and would like to request a ten (10) year exemption from connecting my property listed below to the Wastewater System at this time. Attached is a copy of my current Annual Operating Permit.

**PROPERTY OWNER NAME: (PLEASE PRINT)** \_\_\_\_\_

**MARCO ISLAND PROPERTY ADDRESS:** \_\_\_\_\_

**PROPERTY OWNER BILLING ADDRESS:** \_\_\_\_\_

**PHONE NUMBER: (Local)** \_\_\_\_\_ **(Cell/Out of Area)** \_\_\_\_\_

**SIGNATURE OF LEGAL OWNER(S):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

PLEASE SIGN, COPY, & RETURN THIS PAGE AND THE INITIALED AGREEMENT to: The City of Marco Island, 960 N. Collier Blvd, Suite #106, Marco Island, Florida 34145 or Fax to 239-394-4286.

- 1) Work to be Completed. City agrees to perform, or cause to be performed, the following work on the Property (the "Work"):
  - a) Design plans and specifications and obtain a City sewer tap permit for the installation of a lateral wastewater service line (the "Connection") to connect the Property to the Wastewater System.
  - b) Install a lateral wastewater service line on the Property to connect the home's existing sanitary cleanout to the Wastewater System according to Marco Island Utility Technical Plans and Specifications and the City's plumbing code.
  - c) Decommission the Owner's septic tank located on the Property in accordance with F.A.C. 64E-6 and Collier County Health Department requirements.
  - d) Restore landscaping, including sod and shrubs to as close to original condition as possible using existing plants or in-kind replacements only if needed.
  - e) Owner does grant to the City, its contractors, employees, agents and assigns, the right to enter upon the Property for the purposes of performing the Work.
- 2) Terms of Payment/Payment. In consideration of the City performing the Work, Owner promises to pay to City the actual cost of the sewer connection and abandonment (the "Contract Amount") based on the unit prices and fees listed on the Rate Schedule described in Exhibit "A" attached hereto. All payments shall be paid in U.S. dollars. Following completion of the Work, the City Utilities Department shall provide Owner with an invoice for the Contract Amount and Owner shall remit payment to City within thirty (30) days of the receipt of such invoice. If any such invoice is not paid within said thirty (30) days, then (a) the amount of all such invoices together with interest thereon at *eight* percent per annum (8.0%) shall constitute a lien on Owner's Property, unless and until paid; (b) City may record each such lien in the Public Records of Collier County, Florida against Owner's Property and bring legal action against the Owner for Contract Amount plus interest, and (c) may, at City's option, foreclose any such lien described above in the same manner as a mortgage lien on real property, and interest, costs and reasonable attorney's fees of any such action will be added to the amount of any such lien, and shall be recoverable in the event City prevails in any such action.
- 3) Construction Approval and Commencement Date. Following execution of this Agreement, and finalization of the plans and specifications for the Connection, Contractor shall apply for and procure all City permits required for the Work. City shall be responsible for obtaining the approval of any applicable City authorities with respect to the Work. Costs and charges for a standard plumbing permit from the City of Marco Island will be will be paid by the contractor. The typical fee (\$40) for a septic abandonment permit from the Collier County Health Department has been waived by the Health Department for Owners selecting the City to manage the connection process. City's contractor shall contact the Owner (by phone) with approximately 48 hours advanced notice prior to commencing work on the property (Owner is not required to be home during construction).
- 4) Completion Date/Delays. The City agrees to use its best efforts to substantially complete the Work on or before **June 30, 2009**. The Owner shall cooperate when contacted for scheduling and if required, execute a Notice of Commencement, within ten (10) working days after the City's receipt of permits for the Work. The expected completion date is only an estimate and not a contractual commitment on City's part.
- 5) Contractors/Insurance. The City may hire the contractors of its selection to perform the Work, or portions thereof. All contractors hired by the City shall be properly licensed by the State of Florida and/or Collier County. The City shall require that each contractor performing services under this Agreement obtain and carry, at all times during its performance under the Agreement, insurance of the types and in the amounts acceptable to the City. The City shall maintain on file properly executed Certificates of Insurance to evidence each contractor's compliance with the City's insurance requirements. All insurance coverage of the contractor shall be primary to any insurance or self-insurance program carried by the City applicable to the overall wastewater system and connection project. Each contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified by the City, unless such insurance requirements for the subcontractor is expressly waived in writing by the City.
- 6) Site Considerations and Conditions. It is understood by all parties that the Owner's Property in the area of the Work, is now assumed clear and unobstructed and there are no extraordinary matters that have to be performed in order for the Work to be completed on the Property. Owner is responsible for removing any temporary decorative materials or displays from the Work area. Owner is responsible for costs incurred in the event excessive rock, stumps, debris, or other foreign material are encountered during construction. "Excessive rock" means any rock, shale, or coral that interferes with normal digging operations as if the rock were not encountered. Costs to remove and haul away rock or debris will be born by Owner and shall be added to the Contract Amount.
- 7) Assumption of Risk. During the period of construction of the Work, Owner shall have no right to prevent access to the areas on the Property wherein the City is performing the Work (the "Work Areas") and may not give directions to workmen, contractors, subcontractors, and other persons performing the Work. If Owner desires to inspect the Work or Work Areas during construction, Owner must make arrangements through the City to do so. The City shall not be liable for any injury resulting from Owner's breach of this paragraph. Any instructions given by Owner to workmen on the premises shall not be binding on the City, and shall be ineffective. If Owner or their agents, family members or guests, shall enter the Work Areas, it shall be at their own risk. Owner agrees to protect, defend, indemnify, and hold the City harmless from any damages alleged for personal injury or property damage to Owner, its family, guests or invitees occurring by reason of entering or disturbing the work areas.
- 8) Default After Commencement of Work. In the event Owner defaults in any obligation other than payment and fails to cure such default within fifteen (15) days after written notice from the City, then this Agreement shall be deemed breached by Owner, and the City shall have all of the rights and remedies provided by law. The Owner shall be responsible for all of the City's costs as they may arise as a result of Owner's default including attorneys' fees. In the event of a default by the Owner, the City shall be released from its obligations to the Owner, and the Owner shall forfeit all of his rights against the City under this Agreement.

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9) Owner Representations. The Owner represents and warrants to the City (i) that there is adequate and legal access to the Property from public roads and (ii) that Owner is the fee simple title owner of the real Property, or Owner will be the fee simple title owner of the real Property prior to commencement of construction hereunder.

10) Miscellaneous.

- a) Binding Effect. The parties to this Agreement mutually agree that it shall be binding upon them and each of their respective heirs, executors, administrators, successors and assigns.
- b) Attorneys' Fees. If any litigation shall arise out of or under the terms of this Agreement, the prevailing party shall be entitled to attorneys' and paralegal fees at the trial and appellate level, or in any bankruptcy or creditor's proceeding.
- c) Entire Agreement. The parties to this Agreement hereby certify that this Agreement contains the entire Agreement between the parties hereto and may not be modified except by written agreement. The parties agree they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. There are not collateral understandings or agreements other than those contained herein.
- d) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and venue for any dispute shall lie in Collier County, Florida.
- e) Notices. Any notice required to be given to City by this Agreement shall be in writing and shall be delivered to City at its principal place of business. Any notice required to be given to Owner by this Agreement shall also be in writing and delivered to Owner at Owner's billing address. In the event notice is to be given hereunder, it shall be sent or delivered by hand delivery, facsimile transmission with information of receipt, certified mail, return receipt requested, or a recognized form of overnight delivery. Such notice shall be effective upon sending or mailing.
- f) Not Recordable. This Contract nor any counterpart shall not be recorded in the Public Records of any governmental agency.

**EXHIBIT A: RATE SCHEDULE (2008-09) FOR OPTION 1**

-ALL PROPERTIES WITH EXISTING HOMES. ARE REQUIRED TO CONTRACT FOR ITEMS #1 & 2 BELOW		
Items	Unit of Measure	Cost Per Unit
<b>1. Abandonment of Septic Tank</b>	<b>Each</b>	<b>\$1000.00</b>
This work is required for all homeowners in accordance with F.A.C. 64F-6.011, and includes disposal of septage at the Marco Island Utilities (MTU) Wastewater Treatment Plant (WWTP).		
<b>2. Four (4) inch Diameter Sewer Service Line Plumbing Connection.</b>		
This work includes a complete sewer service line connection from the house to the City right-of-way (ROW) connection, in accordance with Florida Plumbing Codes, including restoration of lawn and landscape.		
A. Service line connection installation in lawn areas.	<b>Linear Foot</b>	<b>\$23.00</b>
B. Service line connection installation under concrete up to 12 ft wide	<b>Linear Foot</b>	<b>\$26.00</b>
C. Service line connection installation under concrete over 12 ft wide* (requires additional item #4 costs below)	<b>Linear Foot</b>	<b>\$23.00*</b>
<b>3. City of Marco Island Sewer Tap Permit (Paid by Contractor)</b>	<b>Each</b>	<b>\$38.00</b>
Includes Sewer Tap Permit from City Building Dept. and Sewer Tap Field Inspection by City Plumbing Inspector.		

*Note: A typical home will require the abandonment of one septic tank, plus about +140 linear feet of service line installed in a lawn area. Based on these units, the cost to connect a typical home will be approximately = \$ 1000 (tank) + 40 ft x \$23 ft (service) = \$ 1, 920*

WORK LISTED BELOW IS NOT APPLICABLE TO ALL PROPERTIES		
<b>4. Saw Cutting &amp; Restoration of Concrete</b>		
If the service line must cross a concrete area greater than 12 feet wide, costs for saw cutting and complete restoration of existing concrete removed or damaged during service connection construction will be required, in accordance with City Construction Code.		
A. Saw cut and replace Standard concrete driveway/sidewalk.	Square Foot	\$15.00
B. Saw cut and replace Stamped concrete driveway/sidewalk.	Square Foot	\$20.00
C. Remove and replace Brick/Paver driveway/sidewalk.	Square Foot	\$10.00
<b>5. Abandonment of 2<sup>nd</sup> Septic Tank on Same Lot as 1<sup>st</sup> Tank (Only if needed) with septage Disposal at MIU WWTP</b>	<b>Each</b>	<b>\$600.00</b>
<i>NOTE: All quotes by City's Plumber for work must be coordinated and approved in advance by City's Sewer Program Project Manager.</i>		

(1) Commercial property connection requirements may differ and costs must be negotiated with City Plumbing contractor.

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