



LINCOLN

## SERVICE LINE VERIFICATION AND REPLACEMENT AGREEMENT

Dear Property Owner,

Lincoln Water System records show your water service line may be made of lead or lead-contaminated galvanized iron. Lincoln Water System is offering to replace your service line for **FREE** if it is. The replacement typically costs between \$5,000 and \$10,000. We encourage you to take advantage of our offer to replace your service line as soon as possible. If you do not take advantage of this free replacement program, future replacement of your service line may be at your cost.

### Lincoln Water System is offering to:

- Check if your service line is lead or lead-contaminated galvanized iron<sup>1</sup>.
- Replace your lead or lead-contaminated galvanized iron service line with copper.
- Restore exterior walls and exterior floors impacted by the replacement of the service line. Property Owner will be responsible for cosmetic repairs such as drywall, painting, floor coverings, etc.
- Restore impacted soil surfaces to grade and plant with grass seed. Attempts will be made to minimize impact; however, flowers, shrubs and trees will not be replaced by Lincoln Water System.
- Provide a two-year warranty for the work.
- Provide a **\$100 credit** on your water bill to help cover any additional yard or interior restoration if your service line is replaced.<sup>2</sup>
- **Full Agreement Terms and Conditions are listed on pages 2 & 3.**

To expedite replacement, please complete the information and initial your preference below, then sign and date below and at the top of pages 2 & 3. Please respond within 10 days. Direct questions to 402-441-7571 option 2.

Property Owner's Name \_\_\_\_\_

Replacement Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_ Email \_\_\_\_\_

Please initial the box of your choice.

Yes, by signing this Agreement, Owner represents to have full authority and does hereby voluntarily agree to and fully understand the Terms and Conditions listed on page 2 & 3 of this Agreement to have the lead or lead-contaminated galvanized iron service line replaced.

No, Owner declines to have the lead or lead-contaminated galvanized iron service line replaced, being fully aware that future requirements to remove the service line that needs replacement may be at Owner's own cost.

\_\_\_\_\_  
Property Owner Signature (must be signed by Owner, not a tenant)

\_\_\_\_\_  
Date

Return Completed Forms to Lincoln Water System  
email: [LSLR@lincoln.ne.gov](mailto:LSLR@lincoln.ne.gov) (please include all 3 pages)  
mail: Lincoln Water System – Attn: LSLR Program  
2021 N 27<sup>th</sup> St, Lincoln, NE, 68503

<sup>1</sup>Lead-contaminated galvanized iron service lines are galvanized iron service lines that are, were, or could have ever been connected to the City's water mains by a lead pipe.

<sup>2</sup>If digging occurred in your yard and no replacement occurs, the credit will be reduced to \$50.

**TERMS AND CONDITIONS FOR SERVICE LINE VERIFICATION AND REPLACEMENT AGREEMENT**  
**PAGE 2**

Property Owner Name \_\_\_\_\_ Date \_\_\_\_\_

Replacement Address \_\_\_\_\_

**TERMS OF THE AGREEMENT.**

The Property Owner listed above (Owner) does attest and affirm to be the lawful owner of the property at the replacement address above (Property). Owner hereby grants the City of Lincoln (City) and its employee(s), agent(s), Contractor(s), and subcontractor(s) the rights to access and enter upon Owner's Property, including inside the home/building, in order to inspect, photograph, and replace Owner's water service line and perform associated restoration work (Work).

Owner agrees to allow Contractor the required access to the Property to perform the Work without interference or delay to the City project and without any liability whatsoever to City. Any claims for warranty coverage by Contractor or claims of damage caused by Contractor's Work, shall be resolved between Owner and Contractor. In consideration and as a condition of the Work to be performed, Owner and its personal representatives, assignees, heirs, next-of-kin, and successors in interest, hereby agree to release, waive, discharge, indemnify, and hold City and its officials, employees, and agents harmless from all liability whatsoever and without limitation for all loss or damage, and from any and every claim or damage arising out of or related to City's efforts to complete the Work, including but not limited to loss or damage to the water service line, its connections, any interior plumbing fixtures, and associated appurtenances. City does not waive its governmental immunity and defenses by this Agreement, and this release and indemnification shall survive after completion of the Work.

Replacing a lead or lead-contaminated galvanized iron service line will remove that source of lead, but additional sources of lead may exist inside the home. It is recommended that Owner consult a licensed plumber to identify other sources of lead. Lincoln Water System will provide a water test kit 3-5 months following pipe replacement to identify if the water has elevated lead levels.

Lincoln Water System and/or its Contractor will:

- Verify if the Property's service line is lead or lead-contaminated galvanized iron. This may include digging at the curb stop in or near the sidewalk space and/or entering your building to inspect the service line and meter. **If no lead or lead-contaminated service line is identified, service line replacement will not occur.**
- Replace only the lead or lead-contaminated galvanized iron portion of the lead service line with a type K copper line at depth per Lincoln Water System standards. The service line extends from the water main to the water meter, or just inside the building if the meter is outside the building. In some cases, it may be necessary to replace a short section of lead pipe after the meter. Extraordinary physical or other obstacles that prevent service line replacement by standard trenchless methods may need to be removed by and at the expense of Owner. **The Property must be made safe and sanitary by Owner prior to the Work being performed.** Someone 18 years or older must allow access to the home while the service line replacement is taking place. Please maintain a clear path to the water meter so that Contractor(s) can complete their Work.
- Restore exterior walls and floors impacted by the replacement of the service line. Owner will be responsible for any drywall repair, repainting, floor coverings, and other cosmetic restoration issues.
- Restore impacted landscaping to grade and plant with grass seed. Owner shall be responsible for watering the grass seed. Flowers, shrubs, and trees impacted by the Work will not be replaced by Lincoln Water System. Owner is encouraged to dig up and protect living plant material prior to the start of Work. Hardscaping or other permanent structural items (i.e., stones, fences, and bricks) that are disturbed by Lincoln Water System's Contractor will be left on the Property to be reused at Owner's option and costs. Standard pavement will be replaced. City will provide a \$100 credit on Owner's water bill after the service line is replaced to help cover any additional restoration. If digging occurs in the yard and no replacement occurs, the credit will be reduced to \$50. If Owner does not have a Lincoln Water System service account, a payment will be issued to Owner in lieu of credit.
- Provide a 2-year warranty for the Work. Owner will continue to own the service line and must perform a standard level of care and maintenance for the new service line.

**TERMS AND CONDITIONS FOR SERVICE LINE VERIFICATION AND REPLACEMENT AGREEMENT**  
**PAGE 3**

Property Owner Name \_\_\_\_\_ Date \_\_\_\_\_

Replacement Address \_\_\_\_\_

Owner must disclose on the lines below any hidden hazards or defects within your Property which may interfere with the installation of the service line, including but not limited to: electrical or irrigation systems or known buried items such as rubble or fencing. Owner shall be responsible for all damages or claims resulting from any undisclosed defects. Please attach additional pages as needed.

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Please provide the following contact information for the person **who will be providing access** to the Property during the service line inspection and replacement. This person must be 18 years or older.

Same as Property Owner listed on page 1.

Other individual:

Full Name \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_

Email \_\_\_\_\_

Relationship to Property Owner \_\_\_\_\_

Please provide the following contact information for the person who will act as the **Property Owner's authorized representative** during the service line replacement. This person must be 18 years or older and available during the replacement work.

Same as Property Owner listed on page 1.

Other authorized individual (subject to approval by the City):

Full Name \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_

Email \_\_\_\_\_

Relationship to Property Owner \_\_\_\_\_

*This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska; contains the entire understanding of the parties superseding any prior negotiations; shall be read as broadly and inclusively as permitted by law; and in the event any provision is rendered invalid, the remainder shall still remain valid and enforceable to the fullest extent of the law.*

For LWS use only: date received \_\_\_\_\_ by (name) \_\_\_\_\_ SLID# \_\_\_\_\_  
date verified \_\_\_\_\_ by (name) \_\_\_\_\_ # \_\_\_\_\_ Rev. 1051324