



## SERVICE AGREEMENT

This Agreement is made effective as of \_\_\_\_\_ (date) , by and between (name)\_\_\_\_\_ of (address)\_\_\_\_\_ (the "Owner"), and The City of Kearney of 18 East 22<sup>nd</sup> Street in Kearney, Nebraska. (the "Contractor").

1. **DESCRIPTION OF SERVICES** – The City of Kearney hereby agrees to perform lead service line replacement under the strict guidelines of EPA's Lead and Copper Rule. This work shall consist of the replacement of designated water services with the limits of the replacement varying dependent on the existing conditions of the service. The water service at the Owner's address will be replaced from \_\_\_\_\_ to \_\_\_\_\_. The service replacement work is anticipated to take \_\_\_\_\_ days. The Owner will be notified of construction date/time during the onsite inspection meeting.

During this time, the owner agrees to make the interior water service and meter accessible, ready for replacement, and final inspection. This may include clearing the area and a path to the area as approved by the Contractor, securing pets, or providing an alternate place for them to stay during the work. Photos of the replaced service will be taken for final documentation. The owner also agrees to be present, or have an adult representative present at all times during interior work. Once the service has been replaced, the Contractor, Involved Parties, and Owner shall perform a final inspection identifying potential leaks or other corrective actions.

During this time, a water shutdown limited to a duration of less than eight consecutive hours may be expected for the final connection. The Contractor shall provide the Owner a 24-hour notice before services are shut down, as well as recommendations on what to do during the shutdown and how to reactivate the homes water system. Once the connection is complete, backfilling and reclamation processes will begin to reestablish disturbed areas to pre-construction conditions.

2. **PERMISSION** – The Owner hereby agrees to allow access onto the Owner's private property to the Contractor and involved parties including Subcontractors, City of Kearney, and Miller & Associates to replace the water service, test, and inspect per the requirements of the project documents.
3. **INDEMNIFICATION** – The Owner shall, to the fullest extent permitted by law, agree to indemnify and hold harmless the Contractor and involved parties against from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of involved parties for the services described above or incidental work, except only those damages, liabilities or

costs attributable to the sole negligence or willful misconduct of the Contractor and involved parties.

4. **CONSEQUENTIAL DAMAGES** – In no event will Contractor or involved parties be liable for special, indirect, or consequential damages, and in order to protect the Contractor and involved parties against liability or third-party proceedings, Owner will indemnify Contractor and involved parties for any such loss or damage.

The undersigned has read and understands the conditions of the agreement. I represent the Owner of the listed property and am signing voluntarily.

**Owner**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## DECLINATION OF SERVICES

I do NOT want the City of Kearney to replace my lead service line. I acknowledge that a lead service line may led to increased levels of lead in my water.

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

**Owner**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date