

FRWA Lead Service Line Inventory Records Search, Required Field Verification, and Inventory Template Completion

This Agreement is made between Florida Rural Water Association (FRWA) and _____ (Worker or Business) for Lead Service Line Inventory Records Search, Required Field Verification, and Inventory Template Completion as required by 40 CFR 141.84.

BACKGROUND

_____ (hereafter referred to as "Utility") has requested FRWA's assistance with EPA/FDEP Lead Service Line Inventory requirements. The Lead and Copper Rule Revisions (LCRR) at 40 CFR 141.84 require community and nontransient noncommunity public water systems to complete lead service line (LSL) inventories by October 16, 2024. These inventories require 4 steps by the Utility:

1. Records Search
2. Field Visual Verification of All Service Lines that are without Record Documentation
3. Complete and Submit EPA Spreadsheet for All Service Lines
(https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template_FINAL_0.xlsx)
4. Notification to Customers with Lead Service Line Removal Plan, If Lead is Found

The Worker or Business will assist the FRWA Member with Steps 1, 2 and 3 shown above.

SCOPE OF WORK

The Worker or Business will need to be provided with the following from the Utility:

- A list or spreadsheet with addresses of all service connections served by the Utility.
- Areas that have previously been determined to have lead service lines or lead connectors/goosenecks.
- A map of the Utility Service Area.

Records Search shall provide any available documentation on service line material. The following sources of information will be reviewed for documentation:

- Historical records on date of construction of service. Documentation of construction after January 18, 1989, will be verification of a material other than lead due to the 1989 state lead ban.
- All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system.
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material of the service lines.
- Any other documentation verifiable and accepted by FDEP.

Field Visual Verification of All Service Lines that are without Record Documentation will include uncovering and photographing the designated service lines at the meter box on both the Utility's side of the meter and the Customer's side of the meter. If the service lines on either the Utility's side or the Customer's side cannot be observed within the meter box, the worker will uncover the line directly next to the meter box with as little disturbance to property as possible. For metal, silver service lines, the type of material will be confirmed with a magnet and/or by scratching the line. Where there is more than one service line for the same meter, the Worker or Business will uncover and photograph all service lines.



For this Agreement, 100% of service lines, that did not have materials documented through the Records Search, will be verified on both the Utility and Customer side of the line. If a PDF map of the service line locations is available, this will be provided to the Worker or Business by the Utility.

The EPA Spreadsheet / Template for All Service Lines (https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template_FINAL_0.xlsx) is to be completed based on information from the Records Search and the information provided from the Field Visual Verification.

DELIVERABLES

The Worker or Business will provide the following Deliverables to the Utility and to FRWA upon completion of the Deliverable:

1. **RECORDS SEARCH**

A list of all service lines with service line address, ID Number (if applicable) and the following information:

1. Date of development of the property with documentation source.
2. Any documentation of service line material where the service line material has been determined through the Records Search with a summary of the documentation.

The documentation sources must be verifiable. The Worker or Business must demonstrate and certify that all possible sources of information have been requested and reviewed.

2. **FIELD VERIFICATION**

For all service lines that did not have service line material documentation in the Records Search, a spreadsheet or list will be provided with the following information for each service line:

- Service Line address and ID number (if the Utility has ID numbers).
- Service Line size on both Utility Side and Customer side
- Date of verification.
- Whether the service location is a daycare, school, or multifamily home.
- Material of Utility service line.
- Material of Customer service line
- Observed presence of any lead connectors, lead in the solder of the service line, or other fittings and equipment that contains lead connected to the service line.
- Building type connected to the service line (e.g., Single Family Residence, Commercial Building, etc).
- A picture of both the Utility service line and Customer service line for each address with the address identified on each picture.

3. **INVENTORY TEMPLATE COMPLETION**

The fully completed EPA Inventory Template for every service line in the Utility for FDEP. A picture of the lines checked for each address, as provided, will be attached to the spreadsheet with the address identified on each picture.

COMPENSATION

The Worker or Business will receive compensation for services described in this Agreement following submittal of each of the preceding Deliverables as follows:



Deliverable (see Deliverable description above)	Compensation	10% Retainage Held
1. Records Search	\$10/location for all locations to be listed on Lead Service Line Inventory Template form plus \$2/location that has sufficient documentation to eliminate location from Field Verification requirement.	No
2. Field Verification	\$40/location field verified	Yes
3. Inventory Template Completion	\$10/location for all locations listed on EPA Lead Service Line Inventory Template form	Yes
<i>Retainage will be paid upon receipt of FDEP written approval of Lead Service Line Inventory forms. Written approval must be submitted with invoice for retainage.</i>		

Upon completion of each Deliverable, the Worker or Business shall submit each Deliverable to FRWA with the Deliverable payment invoice. Each invoice must include the following information:

- Worker or Business name, address, email, phone number contract person
- Date of invoice
- Utility name and address
- Performance time period for invoiced work
- Description of service and number of locations completed for invoiced work.

For the Field Verification only, interim monthly invoices can be submitted for a minimum of 400 locations. The Field Verification interim monthly invoices cannot be submitted more often than once per month and each one must include all the information listed in the preceding Field Verification Deliverable.

For Deliverables 2 and 3, FRWA will retain 10% of Invoice Payment. Upon Utility's receipt of FDEP written approval of Lead Service Line Inventory forms, the Worker or Business will submit the final payment request to FRWA for 10% of Total Compensation with a copy of the FDEP written approval. Final Payment will not be made prior to FRWA receipt of FDEP written approval of Lead Service Line Inventory forms. The Worker or Business agrees that FRWA will have the authority to reject work if documentation of Records Search or field verification is insufficient.

Invoices can be submitted to LSLI@frwa.net.

SCHEDULE

The Worker or Business's date of commencement is the date of the final signature on this Agreement. Work will be completed within 90 days and no later than September 30, 2024.

With respect to the obligations of both the Worker or Business and FRWA, time is of the essence of this Agreement. No extension of time will be valid without FRWA's written consent after a written request is made by the Worker or Business.



AGREEMENT STIPULATIONS

The Worker or Business shall cooperate with FRWA in scheduling and performing the Worker or Business's Work to avoid conflict, delay in or interference with operations of the Utility being served.

The Worker or Business will take necessary precautions to protect property of Utility customers.

The Worker or Business shall provide a completed W-9 form to FRWA.

The Worker or Business shall provide certificates of

- General Liability Insurance with a \$1 million per occurrence limit and a \$2 million aggregate limit.
- Workers Compensation Insurance as required by state law.

To the fullest extent permitted by law, the Worker or Business shall indemnify and hold harmless FRWA and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Worker or Business's work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contract, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a part indemnified hereunder.

FRWA may make changes in the Work by issuing a Modification to the Agreement. The Worker or Business shall not perform Work which would be inconsistent with changes made by the Modification subsequent to issuance of the Modification.

The Worker or Business shall make all requests promptly to FRWA for additional cost and extensions of time. No changes to cost and time in this Agreement will be honored without executed response to the request from FRWA.

Any claim arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Tallahassee, FL, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the Worker or Business persistently or repeatedly fails or neglects to carry out Work in accordance with the Agreement documents and fails within three days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, FRWA may, after three days following receipt by the Worker or Business of an additional written notice and without prejudice to any other remedy FRWA may have, terminate the Agreement and finish the Worker or Business's Work by whatever method FRWA may deem expedient. If the unpaid balance of the Agreement exceeds the expense of finishing the Worker or Business's Work and other damages incurred by FRWA and not expressly waived, such excess will be paid by the Worker or Business to FRWA.

Upon receipt of written termination, the Worker or Business shall cease operation as directed by FRWA in the notice and take actions necessary, or that FRWA may direct, for the protection and preservation of the Work. In case of such termination, the Worker or Business shall be entitled to receive payment for Work executed and accepted by FRWA.



IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

WORKER OR BUSINESS:

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Required Attachments:

- Completed W-9
- General Liability Insurance certificate
- Workers Compensation certificate (where required by state law – construction contractor or have 4 or more employees)

