

## **OKALOOSA COUNTY WATER & SEWER ADMINISTRATION**

November 21, 2023

CONTRACT: C22-3255-WS
Ardurra Group, Inc.
Subsurface Utility Eng Svs for Water and Sewer
EXPIRES:09/30/2025 w/2 1 yr renewals

Mr. Joey Crews, Practice Director SE Water Ardurra Group, Inc. 1988 Lewis Turner Blvd., Unit 3 Fort Walton Beach, FL 32547

RE: Notice to Proceed - Water Service Line Inventory

County Contract #C22-3255-WS

Dear Mr. Crews:

Please consider this letter as notice to proceed with work for the water service line inventory, as outlined in your quote dated November 8, 2023 (attached). This work is in response to the EPA's Lead & Copper Rule Revisions. We expect the work performed to not exceed the price quoted in that correspondence. Your total estimate is \$498,124.00 for the scope of services described. Work is per the terms and conditions of the above-mentioned contract and the attached scope of work.

Please note that any work that may be charged in excess of your estimate will require prior written approval from Okaloosa County. When this work is invoiced, please make sure to include proper backup for the additional services listed in Task 3 (showing documentation of the cost, plus 5% markup).

Should you need any further information or have any questions, don't hesitate to contact your primary point of contact at Okaloosa County Water & Sewer.

Sincerely,

Robert A. "Trey" Goodwin III

Chairman, Board of County Commissioners

cc: OCWS

Purchasing



November 08, 2023

Project No. 100508.10

Mr. Jon Kanak, Engineering Manager Okaloosa County Water and Sewer 1804 Lewis Turner Boulevard, Suite 300 Fort Walton Beach, FL 32547

Subject: Water Service Line Inventory Program, Okaloosa County Water and Sewer Department

Enclosed for your review and distribution are three copies of Scope of Service for performing the Water Service Line Inventory Program for the Okaloosa County Water and Sewer System. This scope authorizes Ardurra Group, Inc. to perform professional engineering services to assist with line type verification services for the Water Service Line Inventory Program (PROJECT). The tasks assigned under this scope of work includes:

- Field Investigation Services
- Project Management and Summary Report Responding

This scope establishes a budget ceiling of \$498,124. Please review this scope with your staff and if it is acceptable to you, please execute all copies and return one copy to me for my files.

Please call me at 850.244.5800 if you have any questions or comments.

Sincerely, Ardurra Group, Inc.

Joseph G. Crews, P.E. Southeast Water Practice Director

100507.03 File



1988 Lewis Turner Blvd. Unit #3 ort Walton Beach, FL 32547



850-244-5800



www.ardurra.com

# Scope of Basic Services to Provide Professional Engineering Services for the Water Service Line Inventory Program

## Article A. Purpose:

In 1986 Congress enacted the SDWA Amendments (Public Law 99-339) on June 9, 1986. It prohibited the use of pipe, solder, or flux in PWS that was not "lead-free," which was defined as containing not more than 0.2 percent lead in solders and flux, and that pipes and pipe fittings could not contain more than 8.0 percent lead. In, January 2021, the EPA revised the Lead and Copper Rule (LCRR) Per 141.84 requiring all PWS to compile an inventory on lead, galvanized steel, and unknowns on the entire service line from the main to the building inlet, regardless of ownership. Specifically:

141.84 (a)(4)(i-iii) Each portion of the service line (if ownership is split) must be identified as:

- 1. Lead
- 2. Galvanized requiring replacement
- 3. Non-lead (evidence-based)
- 4. Unknown

The purpose of this Notice to Proceed is to authorize and direct CONSULTANT (ARDURRA) to proceed with professional engineering services to assist with line type verification services for the Water Service Line Inventory Program (PROJECT) for the Okaloosa County Water and Sewer Department (COUNTY). The specific activities that are included in the PROJECT are described in "Article B. Scope of Services."

# Article B. Scope of Services:

The professional consultation services that CONSULTANT agrees to furnish include, but are not limited to, development of scope of work to identify and replace miscellaneous lead and copper water service lines in the COUNTY's water service areas. The scope will include attending meetings; field services, summary report, GIS database update, and any other special services that are applicable to the PROJECT, as requested by the COUNTY's representative as described below:

### LEAD SERVICE LINE INVENTORY FIELD SERVICES

Work performed under this phase is to provide services associated with the identification of lead service lines in the COUNTY's water system. This project is done in compliance with the US EPA's Revised Lead and Copper rule and is the field survey portion of the inventory investigation process. An inventory of the existing system has been compiled and has identified approximately 7930 water service lines that need to be investigated to determine if material type is lead. The list of these service lines will be used as a checkoff list to the CONSULTANT during the project and the results of field verified material type for each service will be completed and submitted back to the COUNTY.

## **Task 1: Field Investigation Services**

The CONSULTANT will expose a section of pipe on both customer and utility side of meter being careful not to damage property or piping. This may be accomplished using vac-excavation or careful hand digging. Once enough of the pipe is exposed the CONSULTANT will use service line material identification guidance to verify material type.

#### 1.1. Inspection of Service Line Material:

The material composition of a service line can be identified through visual inspection:

- Plastic is a smooth pipe of various colors (e.g., white, blue, black, and green).
- Lead is a soft metal that is a dull, silver-gray color. It is easily scratched with a coin or key, and the
  scratched areas will be shiny. It is non-magnetic, meaning a magnet will not stick to it. Lead pipe
  is commonly attached to another pipe with a "wiped" joint.
- Copper is the color of a penny.
- Galvanized is a dull, silver-gray color that is difficult to scratch. It is magnetic, meaning a magnet will stick to it.

A common approach to determine pipe material is a *scratch and magnet test*. If the pipe is a silver metallic color, the CONSULTANT will carefully scratch the pipe with a key or coin. CONSULTANT will be certain not to use a sharp object that could puncture the pipe. If the pipe is soft, scratches easily, and reveals a shiny silver color, the pipe is likely lead. The use of a magnet to confirm the material since magnets will only react to steel and will not stick to lead (Hensley et al., 2021). The CONSULTANT will look for a joint/connections that can be an indicator of an LSL.

CONSULTANT shall perform pre- and post- locate photography of each work area and maintain digital documentation of photos.

#### 1.2. Restoration:

Once the inspection of the pipe is complete and the material type has been noted in field survey, the CONSULTANT is responsible for cleaning up and restoring the area disturbed during the uncovering process. At a minimum, the area is to be left in as good a condition as found. The CONSULTANT will fill and compact any disturbed areas using in situ soils or supplemental fill to match the existing elevations.

- 1.2.1. Established Vegetation Area: In location where an existing meter is located within well sodded or established grass covering areas, the grass will be cut and removed, the area filled and compacted, and grass/sod reinstalled upon completion.
- 1.2.2. Unestablished Grass & Sand: In location where an existing meter is located within unestablished grass covering areas, the topsoil will be removed separately and set, the area will be filled and compacted, and topsoil material reinstalled.
- 1.2.3. Buried Pipes Under Asphalt, Pavers, or Concrete: In location where an existing meter is located within a paved or concrete location, the CONSULTANT shall use mechanical cutting or excavation devices to either extract (pavers) or cut the surface covering. An estimated excavation area of one foot square (12"x 12") will be made on each side of the meter. Upon investigation of the service pipe, the area filled and compacted, and the concrete/pavers will be reinstalled. Asphalt areas will be filled with bagged asphalt and compacted. Cost for pavement removal and replacement is not included in the per unit cost and will be billed as an additional cost per location. The CONSULTANT shall notify the OWNER of these location prior to performing any investigation efforts and obtain pre-authorization to perform these additional services. The CONSULTANT shall submit a weekly update identifying each know location a minimum of two weeks before scheduling the work.
- 1.2.4. Establishing disturbed areas, including irrigation, fertilization, or covering of excavated areas and maintenance of restoration areas is not included in per unit cost.

#### 1.3. Liability:

- 1.3.1. The Scope of Services included in this Notice to Proceed includes subsurface utility engineering services to locate, expose and determine the composition of the water service inlet and outlet piping at the COUNTY's meter. COUNTY is experienced and knowledgeable in the performance of these services and understands there are inherent risks associated with these exposing and identifying certain services, even when performed with reasonable competence. COUNTY understands that these risks include damage to buried water assets during the execution of the Scope of Services, and indirect or consequential damages.
- 1.3.2. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by similar professionals engaged in the same or similar services at the time said services are performed. CONSULTANT warrants that it will perform its services in accordance with and comply with applicable Federal, State, and local laws, COUNTY ordinances, standard operating procedures and regulations, as amended at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation. CONSULTANT represents that it has or will secure at its own expense the necessary personnel and equipment required to perform the services required by this Notice to Proceed.
- 1.3.3. CONSULTANT's liability for COUNTY's damages under this Agreement will be limited to damages incurred as a direct result of CONSULTANT's negligence and failure to use reasonable care when exposing and identifying the service material. CONSULTANT shall make reasonable effort to locate and excavate the water services to the extent possible with the capabilities and limitations of using soft dig technology. CONSULTANT shall not be liable for damages to water services unless such liability arises out of negligence or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Notice to Proceed.

#### 1.4. Additional Services:

- 1.4.1. Additional cost associated with the removal and replacement asphalt/concrete/brick pavers or other impervious type materials will be billed as an additional per unit cost and is noted in Table 1 below.
- 1.4.2. The unit cost is based on a production rate of 3.5-meter investigations per hour per crew, if this production rate is not achievable due to change in conditions, access or circumstances beyond the control of the CONSULTANT, the CONSULTANT will advise the COUNTY and may in accordance
- 1.4.3. CONSULTANT shall not be responsible for unmarked assets or damage to buried assets caused by others.
- 1.4.4. MOT for investigation of services located within normal vehicle or bicycle pathways is not included and would be performed at an additional cost.
- 1.4.5. The CONSULTANT is not an experienced decorative paver installer and will make every effort to replace pavers removed during excavation back to original condition. The CONSULTANT makes no guarantee to fully match existing materials, including color and style, should a replacement be required due to damage occurring during the removal process.
- 1.4.6. Maintenance and irrigation after restoration of vegetation will be the responsibility of the property owner.
- 1.4.7. CONSULTANT is not collecting any additional information on the existing assets, other than detailed above, including meter size, GPS positioning, or operation irregularities.
- 1.4.8. Advanced notification to the property/meter owner will be the responsibility of the COUNTY.

## Task 2: Project Management and Summary Report

CONSULTANT to verify results are accurate and that notes from field during investigation portion of work are complete. This data is then entered on the provided Service Line Inventory database. CONSULTANT will

use the Service Line Inventory to indicate the material type (as provided) for both the customer and COUNTY owned side of the meter. The options provided are lead, galvanized, or non-lead.

CONSULTANT shall prepare and submit report with completed list of Service Line Inventory to COUNTY representative during the project. The progress reports will include the completed inventory during the reporting period and should include updated work schedules if necessary. The reports will be delivered along with invoices for payments.

#### 2.1. Project Deliverables:

- 2.1.1. CONSULTANT shall provide the COUNTY with an inventory report in Microsoft Excel (.xlsx) of findings indicating type of material identified for the service lines. Additionally, a SHAPE file including the collected attributes of service line material from this survey will be provided for final inclusion into the COUNTY's GIS system.
- 2.1.2. This inventory will include the following results from field findings:
  - Service line type
  - Private service line type
  - Notes or comments on service line including reason if service line was determined to not be able to be surveyed.

# **Compensation Provisions:**

As compensation for providing the Services described in the Scope of Services, CLIENT shall pay CONSULTANT in accordance with the AGREEMENT either as a percent complete for identified Lump Sum (LS) task or rate based for Time and Material (T&M) task. T&M task will be billed based on the hourly per-diem rate schedule per employee grade, for the actual time worked on the Project. The cost estimate for Work Task 1 includes labor and equipment. The estimated cost is based on a production rate of 3.5-meter investigations per hour. The additional cost associated with removal and replacement asphalt/concrete/brick pavers or other impervious type materials will be billed as an additional cost and is included in the table below.

Table 1 - Budget Ceiling Amount Breakdown

Task Number	Work Task Description	Work Task Amount	Compensation Method
1	Field Investigation Services	\$ 409,390	Time and Material
2	Project Management & Summary Report	\$ 78,734	Lump Sum
3	Additional Services-Asphalt/Concrete R&R	\$10,000	Cost +5%
	Total Overall Budget Ceiling	\$ 498,124	

The budget ceiling for the PROJECT was developed from estimates of the level of effort required to perform the proposed services based on CONSULTANT'S experience and engineering judgment. As such, the budget ceilings are an approximation made without detailed site investigation and shall depend on actual project conditions, schedule, and other variables. CONSULTANT shall keep CLIENT informed of progress so that the budget and/or work effort can be adjusted if found necessary. CONSULTANT is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is CLIENT obligated to pay CONSULTANT beyond these limits. When any amount has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

## Article D. Authorization to Proceed:

In order for the CONSULTANT to be authorized by the COUNTY to proceed with the scope of services as specified by any Work Task defined in Article B- Scope of Services, the Consultant's Representative may at Owner's discretion receive a written Work Task Directive. Provided; however, nothing in this Notice to Proceed shall obligate the COUNTY to authorize or direct CONSULTANT to perform any given Work Task. The COUNTY expressly reserves the right and privilege to elect not to have such Work Tasks performed, to have such Work Tasks performed by its own forces or to contract with other firms or entities for such Work Task services.

## **Article E. Period of Service:**

The schedule for the Project within this Notice to Proceed is as follows:

Authorization to Proceed Termination

November 20, 2023 September 15, 2024

# **Article F. Authorized Representatives:**

The Authorized Representatives designated below are authorized to act with respect to this Notice to Proceed. Communications between the parties shall be through the Authorized Representatives:

RECOMMEN (Departmen	DED FOR APPROVAL It Director)	ARDURRA GROUP, INC.	
Michael Hackett	Digitally signed by Michael Hackett  DN: on Michael Hackett, o-Board of County Commissioners, ourWafer and Signer email: email.commissioners, ourWafer and Date: 2023.11.03 14.0548-0500	March & Crewy	
Michael Hackett		Joseph Crews	
WATER & SEWER DIRECTOR		ARDURRA SOUTHEAST PRACTICE DIRECTOR	
11/9/23		November 8, 2023	
DATE		DATE	