

PART 2 – General Terms and Conditions

2.1 General Terms and Conditions

These General Terms and Conditions apply to offers made to the City of Coconut Creek by all prospective Proposers. Any and all special conditions in this RFQ or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to the General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2.2 Special Conditions

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or the Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.

2.3 Defined Terms

City: Shall mean the City of Coconut Creek, a political subdivision of the State of Florida.

Cone of Silence: Means a prohibition on any communications between a potential officer, bidder, lobbyist, Consultant, to a City Commissioner, City Attorney, the City Manager, and all City employees (except the Procurement Manager), and any non-employees appointed to evaluate or recommend selection in such procurement process regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communications on file with the City Clerk.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: An individual responsible for the management of all actions required for initiating and issuing procurements, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

Evaluation Criteria: Factors relating to management capability, technical capability, meeting performance requirements, price and other important considerations used to evaluate which proposer has made the most advantageous offer in a competitive solicitation.

Firm: The individual(s) or firm(s) to whom the award is made and who executes the contract documents.

First Ranked Proposer: That Proposer, responding to a City RFQ, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFQ.

Offeror: Means a person submitting an offer in response to a Request for Qualifications or other solicitation.

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Proposal: An offer made by one party to another as a basis for negotiations for entering into a contract. A proposal received in response to an RFP.

Proposer: One who submits a proposal in response to a solicitation. The terms "Consultant" and "Proposer" are used interchangeably and have the same meaning.

Selection Committee: A group of at least three (3) reviewers comprised of qualified City staff or other persons selected by the City who aid in the evaluation of the proposals.

Successful Consultant: Consultant who is awarded a contract to provide professional services to the City.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in proposals which do not change the substance of the proposal and will not adversely affect the competition between proposers.

2.4 Cone of Silence

2.4.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of

this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or Consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 2.4.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- 2.4.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- 2.4.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
 - (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
 - (b) Communicating with the City Commission during any duly noticed public meeting;
 - (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
 - (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

- 2.4.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

2.5 Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept

for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

2.6 Addendum

If the Consultant should be in doubt as to the meaning of any of the RFQ document, or is of the opinion that the scope of services contains errors, contradictions or reflects omissions, Consultant shall submit a written request directly into the Ionwave eBid System

and the request will be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Supervisor in response to such questions will be issued on official addendum.

The issuance of any addendum shall be issued through the eBid System to all Consultants registered for this RFQ. The addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the Consultant's responsibility to check the eBid System prior to the due date and time to ensure that the Consultant has a complete, up-to-date package.

2.7. Proposal Submission

- 2.7.1 Consultant shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Consultant. Consultant shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 2.7.2 Consultant's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Consultant affirms that a complete set of bid documents was obtained from the eBid System or from the Procurement Division only and no alteration of any kind has been made to the solicitation.
- 2.7.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 2.7.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 2.7.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Consultant is interested in more than one (1) proposal for work contemplated, all proposals in which such a Consultant is interested will be rejected. Consultant by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- 2.7.6 Each Consultant by signature and by submission of a response, represents that the Consultant has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 2.7.7 All proposals received from Consultants in response to this Request for Qualifications will become the property of City and will not be returned to the

Consultants. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

2.8 RFQ Postponement/Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

2.9 Costs Incurred by Consultants

All expenses involved with the preparation/and or presentation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Consultant(s) and shall not be reimbursed by the City.

2.10 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

2.11 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.12 Legal Requirements

The Consultant shall observe and comply with all federal, state, county laws and local ordinances, rules and regulations that apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

2.13 Assignment

The Proposer shall not assign the proposal or agreement as a whole without the written consent of the City, nor shall the Consultant assign any monies due or to become due to him or her, without the previous written consent of the City Manager or designee. Formal consent to assignment may be processed by the Contract Administrator; however, such consent to assign must be executed by the City Manager or designee.

2.14 Choice of Law and Venue

The Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

2.15 References

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Consultant's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultants qualifications.

2.16 Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Consultants must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Consultants must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Consultant's firm or any of its branches or affiliate companies.

2.17 Officials Not to Benefit

Each Consultant shall certify, upon signing a proposal, that to the best of their knowledge, no City of Coconut Creek official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this Agreement. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension, debarment, or rescission of the Agreement made, or could affect payment pursuant to the terms of the Agreement.

2.18 Collusion

The Consultant certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Consultant also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.19 Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

2.20 Scrutinized Companies pursuant to Section 287.135 and 215.473

Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Company understands and agrees that pursuant to Sections 287.135 and 287.473, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City

2.21 Trade Secret

Any material submitted to City that Contractor or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Contractor, or Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor, or Consultant, as applicable. Contractor or Consultant shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including

attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

2.22 Default

Termination for Cause: Immediate

In the event the Consultant defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Consultant shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Consultant liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.

Termination for Cause: Time to Correct

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Consultant to correct the conditions to the satisfaction of the City. In the event the Consultant has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Consultant requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages arising from the default and breach of the contract.

Termination for Convenience of City

Upon thirty (30) calendar days written notice to the Consultant as provided in section 8, "Notice," above, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

2.23 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates

otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.

- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

2.24 Antitrust Violations; Denial or Revocation of the Right to Transact Business with Public Entities; Denial of Economic Benefits

Pursuant to Section 287.137, Florida Statutes, effective July 1, 2021 a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the City.

2.25 E-Verify Requirements

Effective January 1, 2021, public and private employers, consultants, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the

contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By submitting a proposal, Consultant becomes obligated to comply with the provisions of Section 448.095, *Fla. Stat.*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Consultant attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, *Fla. Stat.* as amended.

2.26 Prohibition Against Contingent Fees

By submitting a proposal, the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

3.4 Scope of Work

Service Line Inventory: This inventory will be used to identify the service lines on the city's side as well as the customer's/private side of the water meter.

Scope of services includes, but is not limited to:

a. Perform a Service Line Material (SLM) Inventory:

1. Produce an inventory plan while assisting the City to update existing City GIS plan using the City's existing data base of both public and private side service lines or demonstrate the absence of lead service lines (LSL). This task will involve reviewing all relevant records and assisting the City to update this GIS plan;
2. Provide a cost-effective solution to expedite populating and updating the service line inventory and to identify areas that potentially have LSLs;
3. Produce a map showing the SLM inventory results for making it available to the public on the City's website;
4. Confirm with the State on what will be acceptable for "verification" of service line materials.

b. Development of an LSL Replacement Plan:

Develop an LSL replacement program. Produce an LSLR plan and recommend funding sources and applications for financing. Assist the City in updating the GIS plan as the City's contractor replaces the LSLs.

c. Development of a Sampling Plan/Program:

Development of a lead and copper sampling monitoring program including alignment with new sampling tiers. Produce a LCR sampling plan, CCT Study and transition plan. Analyze water samples provided for compliance.

1. Produce sampling plan for schools and childcare facilities. Collect compliance samples and analyze results. Provide communication materials.
2. Make recommendations to mimic the requirements of the Revised Lead and Copper Rule taking effect in 2024.

d. Public Education and Outreach Assistance:

Produce community communication plan. Develop messaging, content, graphic design, and overall strategy for the City driven public education and outreach assistance program. Provide communication materials. Provide website assistance and distribution materials to the City. Comply with LEAD AND COPPER RULE REVISION (LCRR) COMPLIANCE PROGRAM 12721-926

e. Other Services:

1. Coordinate with the EPA and/or State for interpreting requirements, reviewing data, full reporting, etc. and assist in addressing comments from the EPA and/or State on submitted data, etc.
2. Provide assistance for the selection of pitcher/filter provider, distribution and shipping of selected pitcher models and filter cartridges.
3. Other program consulting services as needed to implement and manage the Compliance Program.

3.5 Deliverables shall include, but are not necessarily limited to:

a. Service Line Material (SLM) Inventory Map:

Provide Assistance to City staff to create an updateable data based map to record the service line material inventory and a Standard Operating Procedure (SOP) to keep the SLM material inventory up to date.

b. Lead Status Unknown Service Lines:

Develop a cost-effective solution to determine lead status of unknown service lines. This may also include, but is not necessarily limited to providing methods to identify unknown service line materials, identification protocols, etc. to accomplish this task.