

AGREEMENT
between
CITY OF COCONUT CREEK
And
JACOBS ENGINEERING GROUP INC.
For
CONSULTING SERVICES FOR LEAD AND COPPER RULES REVISION
COMPLIANCE PROGRAM
RFQ NO. 09-27-23-11

This Agreement is made and entered into this _____ day of _____, 2024 by and between the **CITY OF COCONUT CREEK**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “**CITY**,”

AND

JACOBS ENGINEERING GROUP INC., a Delaware Corporation, with a principal address of 6312 S. Fiddler’s Green Circle, Suite 300N, Greenwood Village, CO 80111, its successors and assigns, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, and deemed legally sufficient by the parties, **CITY** and **CONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct, and are therefore agreed upon by the parties.

- 1.1 **CONTRACT ADMINISTRATOR**: Whenever the term "**CONTRACT ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.
- 1.2 **CONSULTANT (and/or CONTRACTOR)**: Jacobs Engineering Group Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY**: City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT**: The nature of the **PROJECT** is to provide Consulting Services for Lead and Copper Rules Revision Compliance Program (LCCR) pursuant to RFQ No. 09-27-23-11, Jacobs Engineering Group Inc., Statement of Qualifications and **Exhibit “A”** – Scope of Services and Fee Proposal.
- 1.5 **STATE**: State of Florida.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 **CITY** has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected **CONSULTANT** to perform the work of the specified nature as outlined in this Agreement.
- 2.2 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 **CONSULTANT'S** services shall consist of the tasks set forth in **EXHIBIT "A"**, attached hereto and made a part hereof, and shall include professional services, as applicable for the **PROJECT** ("Services"). **CONSULTANT** shall provide all Services as set forth in **EXHIBIT "A"** including all necessary, incidental and related activities and Services required by the Scope of Services and contemplated in **CONSULTANT'S** level of effort.
- 3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT "A"** as deemed necessary and based on fund availability.
- 3.3 **CONSULTANT** and **CITY** acknowledge that the Scope of Services does not delineate every detail and minor work required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the Services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** will notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.
- 3.4 **CONSULTANT** acknowledges that **CITY** is relying on the performance of Services by **CONSULTANT** pursuant to this Agreement in accordance with the Standard of Care (as defined below).

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the Services described in **EXHIBIT "A"** within applicable time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT "A"** and the time periods specified in each Work Authorization issued pursuant to Section 5.8 implementing each of the tasks set forth in **Exhibit "A"** or any Additional Projects.
- 4.2 In the event **CONSULTANT** is unable to complete performance of Services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the Services. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved Services required under the terms of this Agreement and as described in **EXHIBIT "A"**. Compensation for Services and expenses under this Work Authorization shall be on a Time and Materials basis with budgets between the tasks being interchangeable as needed, based on the hourly rates provided in Table 1 "Fee Schedule" in **Exhibit "A"**. In the event the **CITY** exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be adjusted accordingly.
- 5.2 The total Agreement amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the **CITY**. Any such costs are payable at the **CITY** reimbursement rate.
- 5.3 **CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY**.
- 5.4 **CITY** shall pay **CONSULTANT** monthly for Services rendered within thirty (30) days from date of approval of each of **CONSULTANT'S** invoices by the **CONTRACT ADMINISTRATOR**. The parties shall comply with section 218.70, Florida Statutes, et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, **CITY** will inform **CONSULTANT** and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, **CITY** agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5 **PAYMENT:** Payment will be made to **CONSULTANT** at: Jacobs Engineering Group Inc.
550 W Cypress Creek Road
Suite 400
Fort Lauderdale, FL 33309
- 5.6 **ADDITIONAL PROJECTS:** Any additional consulting work ("**Additional Project(s)**"), beyond the Services described in **Exhibit "A"**, that is requested by **CITY** under this Agreement, as a

natural progression of the Services contemplated in the scope of services, **Exhibit “A”**, may be ordered by the **CITY** through Work Authorizations. However, in no event may any **Additional Project(s)** exceed Thirty-Five Thousand Dollars (\$35,000.00) (when added together) as prohibited by the CCNA statute (Section 287.055 Florida Statutes). Said **Additional Projects** may be authorized on an as-needed basis, and may include, but are not necessarily limited to the following disciplines:

General Engineering Services	
Development of an LSL Replacement Plan	Public Education and Outreach Assistance
Development of a Sampling Plan/Program	Process Evaluation
Cost Estimates	Perform a Service Line Material (SLM) Inventory
Drafting of Codes, Standards and Ordinances	Provide Assistance for Pitcher/Filter Provider
Environmental Analysis	Coordination with the EPA and/or State
Geotechnical Engineering	Irrigation Design
Cost Benefit Analysis	Compliance Program Management for LCRR
Lead Status Unknown Service Lines	Service Line Material (SLM) Inventory Map
Perform a Service Line Material (SLM) Inventory	Construction Management / Administration / Engineering Inspection (CEI)
Water Resources	Land Surveying

5.7 BILLING RATE: Whenever the term **BILLING RATE** is used herein, it is intended to mean average base salaries and wages paid to personnel by employee category engaged directly on the **PROJECT**, including all fringe benefits, overhead and profit. **BILLING RATES** by the employee category are shown on **Table 1. of EXHIBIT “A” – Consulting Services for Lead and Copper Rules Revisions Compliance Program (LCRR) - Scope of Services.**

5.8 WORK AUTHORIZATION: Whenever the term **WORK AUTHORIZATION** is used herein, it is intended to mean professional services related to specific tasks identified by **CITY** that are within the Services detailed in **Exhibit “A”** or, if beyond the Services detailed in **Exhibit “A”**, is germane to the goals of this Agreement, provided that no Work Authorization for work beyond the Services identified in **Exhibit “A”** individually or collectively, shall exceed Thirty-Five Thousand Dollars (\$35,000.00).

The **CONSULTANT** shall submit a proposal to the **CITY** and the **CITY** will authorize said proposal. The authorization issued by **CITY** shall contain the following information and requirements:

- A. A description of the work to be undertaken and method of compensation with reference to the appropriate paragraphs of this Agreement.
- B. A budget establishing the amount of compensation to be paid, which amount shall constitute hourly billing, or a lump sum at the **CONTRACT ADMINISTRATOR'S** discretion, and shall not be exceeded unless prior written approval of **CITY** is obtained. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs, and the adequacy of such budget information shall be subject to the approval of **CITY**.

- C. A time established for completion of the work or Services undertaken by **CONSULTANT** or for the submission to **CITY** of documents, reports and other information pursuant to this Agreement. The time established for performance shall be subject to the approval of **CITY**; however, the time may, in the sole discretion of **CITY**, be extended upon justification of **CONSULTANT** that additional time is necessary for performance. Failure on the part of **CONSULTANT** to comply with the time established for performance may result in the termination of this Agreement.
- D. **CONSULTANT** shall be reimbursed by **CITY** at the **BILLING RATE** payable for each **CONSULTANT'S** employee category shown on Table 1 "Fee Schedule" of **EXHIBIT "A"**.
- E. **WORK AUTHORIZATIONS** shall be dated and serially numbered.

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 **CITY** shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**. **CONSULTANT** will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the **CITY** or other third parties without independent verification. Additional effort by **CONSULTANT** due to invalid data or information provided by the **CITY** or other third-parties, may entitle **CONSULTANT** to additional compensation
- 6.2 **CITY** shall review the itemized deliverables/documents identified in **EXHIBIT "A"** of **CONSULTANT** and respond in writing with any comments within the time set forth on the approved **PROJECT** Schedule.
- 6.3 **CITY** shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** Excluding **CONSULTANT'S** pre-existing intellectual property, all correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from **CONSULTANT'S** Services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the **CITY** and the **CITY** shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by **CONSULTANT** to be suitable for reuse by **CITY** on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability or legal exposure to **CONSULTANT** or to **CONSULTANT'S** independent professional subconsultants. If **CITY** alters any such documents, **CITY** will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **TERMINATION:** This Agreement may be terminated by **CONSULTANT** for cause or by **CITY** for any reason with or without cause, upon thirty (30) days prior written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be

paid its compensation for Services performed to termination date, including all **REIMBURSABLES** then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** Services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY** upon receipt of all payments due to **CONSULTANT** by City.

- 7.3 EXAMINATION OF RECORDS:** **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to performance of Services under this Agreement in accordance with generally accepted accounting principles and practices.

The **CONSULTANT** shall also maintain the financial information and data used by the **CONSULTANT** in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The **CITY** shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours upon one (1) day prior written notice. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**.

- 7.4 EQUAL OPPORTUNITY:** **CONSULTANT** agrees that it will not discriminate against any employee or applicant for employment for Services under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.

- 7.5 NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement upon five (5) days prior written notice without liability, and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 7.6 ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.

- 7.7 INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to the **CONSULTANT** for the Services of the Agreement shall constitute specific consideration to the **CONSULTANT** for the indemnification to be provided under the **CONSULTANT**. The **CONSULTANT** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their officers, agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees arising out of or resulting from the performance of the Services to the extent caused by the negligent act or omission of the **CONSULTANT**, any sub-consultants, anyone directly or indirectly employed by any of them, 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 (other than the work itself) resulting therefrom.

In any and all claims against the **CITY**, or any of their agents or employees by any employee of the **CONSULTANT**, any sub-consultants, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages, compensation, or benefits payable by or for the **CONSULTANT** or any sub-consultant under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall be construed to waive any immunities of the **CITY** pursuant to Chapter 768, Florida Statutes, or those provided under common law.

7.8 INSURANCE:

Throughout the term of this Agreement, **CONSULTANT** and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

7.8.1 General Liability

Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence combined single limit for Bodily Injury and property damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

7.8.2 Professional Liability / Errors and Omissions Coverage

If the **CONSULTANT** is to provide professional services under this Agreement, the **CONSULTANT** must provide the **CITY** with evidence of Professional Liability insurance with, \$1,000,000.00 per claim and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this Agreement.

7.8.3 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the **CITY** receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, **CITY** may, at its sole option terminate this Agreement upon prior written notice effective on the date of such lapse of insurance. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

7.8.4 General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

7.8.5 Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by **CONSULTANT** with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

7.8.6 Insurance Company and Agent

All insurance policies herein required of the **CONSULTANT** shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

7.9 **REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

CONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

7.10 **ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for actual costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

7.11 **ALL PRIOR AGREEMENTS SUPERSEDED:** This document and the RFQ No. 09-27-23-11 incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12 **NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice

in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: citymanager@coconutcreek.net

Consultant

Ellen Patterson, Vice President
Jacobs Engineering Group Inc.
550 W Cypress Creek Road, Suite 400
Fort Lauderdale, FL 33309
Phone: 954-351-9256
Fax: 954-772-2621
Email: Ellen.Patterson@jacobs.com

- 7.13 JOINT PREPARATION:** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 7.14 TRUTH-IN-NEGOTIATION CERTIFICATE:** Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Agreement price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of this Agreement.
- 7.15 NON-EXCLUSIVE AGREEMENT:** The Services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.
- 7.16 REPRESENTATIONS OF CONSULTANT:** **CONSULTANT** hereby represents as follows:
- 7.16.1** At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- 7.16.2** At all times during this Agreement, **CONSULTANT** shall perform its Services using that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities ("Standard of Care"). If the Services provided hereunder do not conform to the foregoing Standard of Care and the same is reported to **CONSULTANT** by **CITY** in writing promptly after recognition thereof and no later than 12 months following completion of the Services, **CONSULTANT** shall, at no cost to **CITY**, re-perform the Services as necessary to eliminate the nonconformity as soon as reasonably possible after receipt of such report from **CITY**.
- 7.16.3** All representations, warranties and guarantees made by **Consultant** in connection with its Services are limited to those set forth in this Article. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the Services, the **CITY** shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, tort (including negligence) or otherwise.

7.17 GOVERNING LAW: This 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 this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida, or the United States District Court for the Southern District of Florida.

7.18 CONSULTANT'S STAFF: **CONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S** employment.

CONSULTANT will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** shall provide **CONTRACT ADMINISTRATOR** with such information necessary to determine the suitability of proposed new key staff. **CONTRACT ADMINISTRATOR** will be reasonable in evaluating key staff qualifications.

If **CONTRACT ADMINISTRATOR** desires to request removal of any of **CONSULTANT'S** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT** and provide reasonable justification for said removal.

7.19 CONTRACT DOCUMENTS & PRECEDENCE: The contract documents consist of this Agreement, **CITY'S** Request for Qualifications entitled "Consulting Services for Lead and Copper Rules Revisions Compliance Program" RFQ No. 09-27-23-11, **CONSULTANT'S** responsive documents, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, **CITY'S** Request for Qualifications entitled "Consulting Services for Lead and Copper Rules Revisions Compliance Program" RFQ No. 09-27-23-11, and **CONSULTANT'S** responsive documents, in that order.

7.20 GRATUITIES AND KICKBACKS:

7.20.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

7.20.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a Contract to **CONSULTANT** or higher tier sub-consultant or any person associated therewith, as an inducement of the award of a subcontract or order.

7.20.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

7.21 PUBLIC RECORDS: **CONSULTANT** shall keep such records and accounts and require any and all **CONSULTANTS** and subcontractors 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** upon one (1) day written notice and shall be kept for a period of five (5) years after termination of the Agreement,

whichever is later. 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, as amended from time to time. To the extent **CONSULTANT** is a **CONSULTANT** acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, **CONSULTANT** shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, **CONSULTANT** agrees to:

7.21.1 Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the Services.

7.21.2 Upon written 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.

7.21.3 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 Agreement if the **CONSULTANT** does not transfer the records to the City.

7.21.4 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, except for one copy for archival purposes. 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.

7.21.5 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 upon five (5) days prior written notice, in accordance with state law.

7.22 Prohibited Telecommunications Equipment: **CONSULTANT** represents and certifies that it and its applicable sub-consultants do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, **CONSULTANT** represents and certifies that **CONSULTANT** and its applicable sub-consultant must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the **CITY** for the entire duration of this Agreement. If **CONSULTANT** is notified of any use or provisions of such covered telecommunications equipment, system, or services by a sub-consultant at any tier or by any other source, **CONSULTANT** must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

- 7.23 Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes:** Pursuant to Section 287.137, Florida Statutes, as may be amended, 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. By entering this Agreement, **CONSULTANT** certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the **CITY** consistent with Section 287.137, Florida Statutes, as amended.
- 7.24 Environmental and Social Government and Corporate Activism:** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the **CITY** cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. **CONSULTANT** is also prohibited from giving preference to any of its sub-consultant based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- 7.25 Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes:** **CONSULTANT** hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, as created by Section 215.473, Florida Statutes (2023); and c) has not been engaged in business operations in Cuba or Syria. If **CITY** determines that **CONSULTANT** has falsely certified facts under this paragraph or if **CONSULTANT** is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, **CITY** will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The **CITY** reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the **CITY** must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the **CONSULTANT** provides the **CITY** with an affidavit signed by an authorized representative of the **CONSULTANT**, under penalty of perjury, attesting that the **CONSULTANT** does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the **CITY** must not extend or renew any contract that grants access to an individual's personal identifying information unless the **CONSULTANT** provides the **CITY** with an affidavit signed by an authorized representative of the **CONSULTANT**, under penalty of perjury, attesting that the **CONSULTANT** does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

7.26 Foreign Gifts and Contracts: The **CONSULTANT** must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

7.27 LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, **CONSULTANT** shall have no liability to the **CITY** for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of **CONSULTANT**, its employees or sub-consultants. The parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. **CITY OF COCONUT CREEK**, through its City Manager or designee and **JACOBS ENGINEERING GROUP INC.**, signing by and through its Ellen Patterson, Vice President, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Joseph J. Kavanagh Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[Consultant's Signature to Follow]

CONSULTANT

ATTEST:

Jacobs Engineering Group Inc.

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Ellen Patterson, Vice President
Type/Print Name of President/Owner

(CORPORATE SEAL)

City of Coconut Creek, FL

Consulting Services for Lead and Copper Rules Revisions Compliance Program (LCRR)

Scope of Services

February 6, 2024

Background

This Task Order between the City of Coconut Creek (City) and Jacobs Engineering Group Inc. (Jacobs), a Delaware corporation, authorized to transact business in Florida, is pursuant to the Consulting Services for Lead and Copper Rule Revision Compliance Program (RFQ No. 09-27-23-11). The City requested support services from Jacobs in response to the recent US Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR). The following sections detail the support services that Jacobs will provide to assist the City in implementing the LCRR requirements. All services provided will follow the compliance requirements in the LCRR as well as any direction or additional requirements set forth by Florida Department of Environmental Protection (DEP) and the proposed federal Lead and Copper Rule Improvements (LCRI). Support services and recommendations may vary due to final changes in the rule.

Program Approach

To streamline the implementation of the LCRR support services for the City and incorporate the evolving federal and state-specific requirements, the program will follow a multi-year iterative approach. This will include development of plans and procedures related to the five tasks described below. Year 1 scope assumes that the EPA will finalize the LCRI by the LCRR compliance date of October 16, 2024. The regulatory submission deadlines for Tasks 2 through 4 may be postponed based on the finalized LCRI timeline and requirements. It is expected the plans will serve as 'living documents' that will be updated as unknown service lines related to the inventory are resolved and evolving regulatory requirements are confirmed.

Scope of Services

Task 1 – Lead Service Line Inventory

Jacobs will develop a plan for service line material (SLM) inventory development including recommendations and industry best practices for service line material identification and Geographic Information Systems (GIS) functionality. The inventory will include both the City-owned portion of the service line and the customer-owned portion. The plan will comply with the LCRR, proposed LCRI, and Florida Department of Environmental Protection (FDEP) requirements and include identification criteria for the following service line materials:

- Lead
- Galvanized requiring replacement (GRR)
- Non-lead
- Lead status unknown

The City can specify the materials that are non-lead, such as copper or plastic piping, but is not required to disclose the specific materials to the customer. The plan will detail various service line material identification methods outlined in the LCRR, proposed LCRI, FDEP, from the literature and/or by other water systems that have developed service line material inventories. Jacobs and its subconsultant (Keith and Associates, Inc., dba Keith) will conduct the initial desktop review based on the available City records.

EXHIBIT A. SCOPE OF SERVICES

Jacobs will prepare a SLM Inventory Development plan which will encompass standard operating procedures (SOPs) and training materials detailing the methodology for building, validating, and maintaining a comprehensive location-based inventory. Jacobs will use the desktop analysis to recommend areas in the distribution system for field identification efforts. Field identification efforts will be recommended by Jacobs and implemented by the City. The efforts can include, but are not limited to, visual inspections, customer self-reporting, profile water quality sampling, and/or excavation. Field identification can be incorporated into the City's routine maintenance and operations activities as well as during scheduled capital improvement projects such as water main and meter replacement projects. Jacobs and its subconsultants (Keith) may support direct field validation excavation activities such as digging utility test holes if authorized by the City under Task 5.

Jacobs and its subconsultant (Keith) will also support the City with upgrading existing City-GIS and data management system as part of the SLM inventory plan. This can include development of tools such as Survey 123, dashboards, and other GIS functions to support compliance and data management as well as implementation support to update the GIS platform based on the records review and field identification efforts. Jacobs will also develop an online portal for the SLM inventory as the LCRR requires water system serving over 50,000 to make the inventory publicly available online.

The SLM inventory will be updated annually and as lead and GRR service lines are identified, removed, or verified. This will be a dynamic inventory and will be used to inform the number of lead and GRR replacements based on the proposed minimum 10 percent calculated on a rolling 3-year period replacement rate set forth in the proposed LCRI. Note, this rate is subject to change by the final LCRI promulgation. Jacobs will also provide assistance to City staff to create an updateable data based map to record service line material inventory and a Standard Operating Procedure (SOP) to maintain the SLM inventory up to date.

Jacobs will also identify possible cost-effective solutions to expedite populating and updating the service line inventory and to identify areas that potentially have LSLs and non-lead service lines. Jacobs will also confirm acceptable verification methods with the FDEP.

Assumptions:

- Jacobs and its subconsultant (Keith) will identify, collect, and digitize the available historical records and documents to perform the initial records review.
- City will provide access to electronic and hard copy information and data to Jacobs as the City is conducting records review as well as remote GIS access for support activities as needed.
- Jacobs will reasonably rely on the accuracy and completeness of the source information and data provided by City without independent verification.
- Jacobs and its subconsultant (Keith) will provide guidance on GIS tools for data management and provide implementation support for GIS.
- Jacobs can provide additional support for integration with existing work order management system or CMMS upon request by the City.
- City will host the publicly accessible inventory on their website.
- Jacobs can provide field identification support upon request by the City.
- City will review and provide feedback to Jacobs on the SLM inventory plan and preferences for field identification methods based on Jacobs' recommendations.

Deliverables:

- SLM Inventory Development Plan and SOP.
- A customer self-reporting portal for service line material identification.
- Service line material inventory database in GIS and a service line graphic map providing publicly accessible inventory available online.
- Excel-based export of initial SLM inventory for DEP reporting.
- Staff training on inventory workflows and procedures, if directed by City.

Task 2 – Service Line Replacement Plan

Jacobs will review current City service line replacement plans and practices, if applicable. If service line replacement plans are available, these will be modified for compliance with the LCRR and proposed LCRI. If plans are not available, Jacobs will develop both full and partial lead service line replacement (LSLR) plans. These plans and replacement rates are contingent on the number of LSLs, GRRs, and unknown service lines identified from the inventory. Jacobs will coordinate with the City to leverage its existing capital improvement plans and prioritize lead and GRR replacement sites based on scheduled water system improvements (e.g., capital improvement projects), confirmed lead and GRRs, social equity factors (such as, disadvantaged and vulnerable populations and environmental justice areas), and areas with known water quality issues. Jacobs will also identify available funding opportunities and produce a technical memorandum that will summarize the findings. The technical memo will outline each of the funding options, pros and cons, and potential cost savings realized from use of the outside grant and loan program funding. Jacobs will provide funding applications and assistance in completing said applications after the funding opportunities are identified as part of this task.

The service line replacement plan will include the following:

- Strategies to identify and verify lead status unknown service lines.
- Lead service line replacement goal rate and replacement prioritization strategies.
- Customer communication strategy to conduct full LSLR that includes renters and tenants in addition to the property owners.
- Post replacement provisions including point-of-use filter distribution and tap sampling.
- Funding strategy for customers who are unable to pay for the LSL replacement portion they own.
- Operating procedures for replacing lead goosenecks, pigtails, or other leaded connectors.

These plans will be developed to include the LCRR, proposed LCRI, and state-specific compliance requirements and will be submitted to the City for review.

Assumptions:

- City will provide all existing service line replacement plans if applicable/available.
- City will review and provide feedback on the draft LSL Replacement plan.
- City will review and provide feedback on the Funding Evaluation and Strategies Technical Memorandum.
- Jacobs will provide the preliminary cost estimates for the LSLR construction.
- Jacobs will assist with funding applications, based on funding opportunities identified as part of this task. The assistance with funding applications can be authorized by the City on future work authorizations.

Deliverables:

- Service Line Replacement Plan and Preliminary Cost Estimate
- Funding Evaluation and Strategies Technical Memorandum.
- One (1) workshop session to present and discuss the Service Line Replacement Plan and Funding Evaluation and Strategies Technical Memorandum.

Task 3 – Sampling Program

Jacobs will review current LCR compliance sampling sites as well as identify appropriate compliance sites as required per the LCRR. These sites will use the revised sampling tiers as follows:

- Tier 1: Single family structures served by a LSL
- Tier 2: Multi-family structures served by a LSL
- Tier 3: Galvanized currently or previously, downstream of a lead service line or lead gooseneck
- Tier 4: Copper with lead solder
- Tier 5: Locations representative of the distribution system

EXHIBIT A. SCOPE OF SERVICES

The site list will be selected by the City with guidance from Jacobs. This list will include information for standard monitoring and reduced monitoring. The list will include the property address, property owner, contact phone number, and zip code.

Jacobs will review current City lead and copper compliance sampling plans and provide plans to meet the LCRR and proposed LCRI requirements. These plans will include specifications for sampling including first- and fifth-liter sample collection where LSLs are present, stagnation requirements, bottle requirements as well as requirements for no flushing or aerator removal. These samples will be collected from the cold water tap in either a kitchen or bathroom. Additionally, the sampling plans will include chain of custody forms and workflow processes. The workflow processes will detail the entire sampling process and customer communications in the case of a sample exceedance (greater than 15 µg/L lead or 1.3 mg/L copper).

Jacobs will develop a sampling plan for schools and licensed childcare facilities (CCFs) served by the City. This will include a list of schools and licensed CCFs provided by the City. The list will include physical address, contact, phone number, and email address. Jacobs will assist with the determination of schools and CCFs constructed or had full plumbing replacement on or after January 1, 2014, which are not required to be tested. Jacobs will identify any schools or CCFs that may be omitted due to participation in a statewide sampling program such as the FDEP's Voluntary Lead Testing Program for Schools and Childcare Facilities. Jacobs to collect compliance samples and analyze results to obtain data.

Jacobs will also prepare workflow, water quality sampling, and communication plans for the schools and licensed childcare facilities. The water quality sampling plans will follow the EPA's Training, Testing and Taking Action (3Ts) for testing and will include 5 samples per school and 2 samples per childcare facility. Additionally, Jacobs will prepare sampling instructions to be provided to the schools and childcare facilities. All recommendations by Jacobs will be in congruence with LCRR and LCRI.

Assumptions

- City will provide all historical lead and copper sampling data and sampling plans to Jacobs for review.
- City will select the sites for compliance sampling based on input from Jacobs.
- City will review and provide feedback on the sampling plan. Jacobs will develop plans and instructions for customer driven sampling.
- City will provide Jacobs with a list of schools and licensed childcare facilities within the service area for integration into the plan.
- City will review and provide feedback on the sampling plan.
- Jacobs will conduct compliance sampling and subcontract with external laboratory qualified to conduct the required analyses. All laboratory/analytical costs will be reimbursed by the City.

Deliverables:

- Lead and Copper Tap Sampling Plan and instructions for customer driven tap sampling.
- School and Childcare Facility Sampling Plan and instructions for sampling.

Task 4 – Public Education and Outreach Assistance

Jacobs will adhere to the public education, outreach, and communication requirements of the LCRR and the proposed LCRI to develop communications plans and will follow industry best practices. This will consist of developing a Community Outreach and Communications Plan for communication requirements including but not limited to:

- The presence of lead, GRR, and lead status unknown service lines
- Lead and GRR replacements
- Lead and copper sampling results and action level exceedances
- Before compliance sampling efforts at customer homes, schools, and licensed childcare facilities

EXHIBIT A. SCOPE OF SERVICES

- Disturbances to lead status unknown, lead or GRRs (e.g., during main replacements or service line replacements from leaks)

Jacobs and its subconsultant (The Merchant Strategy, Inc.) will provide examples of best practices from AWWA Lead Communications Guide and Toolkit and other water systems such as websites and other materials (e.g., door hangers, bill stuffers) that can be used to assist with the development of such materials for the City. Jacobs will provide assistance with updating the City's existing website with resources to help customers self-identify and report service lines materials, publish service line inventory map, communicate proactively with the public on health effects of lead, and share guidance on minimizing lead exposure.

Assumptions:

- City will review and provide feedback on the Community Outreach and Communications plan.
- Community Outreach and Communications plan is intended as an internal guidance document and is not a compliance document for regulatory submission to the DEP.
- Jacobs and its subconsultant (The Merchant Strategy, Inc.) will create the LCRR/LCRI specific content for the website with input from the City.
- Jacobs will provide the required language for consumer confidence reports and the City will incorporate the required language.
- City will update its website through the City's website administrator.
- Jacobs and its subconsultant (The Merchant Strategy, Inc.) will develop communications materials and templates and make recommendations on public and community outreach and key messaging strategies.

Deliverables:

- Community Outreach and Communications Plan.
- Content for the City's existing public-facing website, and development of communication and public outreach materials.
- Communication materials in compliance with LCRR Compliance Program

Task 5 – Other Services

Task 5 includes services already identified by the City in the RFQ – assistance developing the City's water filter program and regulatory coordination – and others that may emerge as a result of the work completed as part of this program and due to the evolving regulatory requirements.

Task 5a: Regulatory Coordination: Jacobs will participate in regulatory coordination meeting(s) with FDEP at the request of the City. These meetings will be to confirm interpretations of the revisions with FDEP, confirm any additional requirements set forth by the state, and present and discuss draft and final compliance deliverables.

Task 5b: Selection of Pitcher/Filter Provider Assistance: Jacobs will assist the City evaluate water filter needs and develop implementation plans for procurement and distribution of certified filters and cartridges for lead removal in drinking water. Depending on the outcome of the evaluation criteria, we will make recommendations for the water filter products suited to the City's customers' needs.

Task 5c: Other program consulting services as needed:

On December 6th, 2023, the Environmental Protection Agency published the proposed LCRI which is anticipated to be finalized by October 16, 2024. Therefore, additional services will need to be further defined with the City after final LCRI promulgation and after completion of Tasks 1 – 4 to support the City's compliance with the rule after October 16, 2024. The scope and fee for additional services under this task will be authorized by the City's project manager via email prior to commencement of the work. These services may include the following:

EXHIBIT A. SCOPE OF SERVICES

- Jacobs and its subconsultants (Keith) may support field validation efforts such as digging utility test holes to identify service lines of unknown material, and verify non-lead service lines, and support LCRI compliance after final rule promulgation.
- Service Line Inventory: Water systems are currently required to provide an initial inventory by October 16, 2024. Under the proposed LCRI, all water systems are required to regularly update their inventories and identify the materials of all service lines of unknown material. Systems must respond to customer inquiries on incorrect material categorizations within 60 days. The proposed rule also adds connectors as a required field to the service line inventory and requires verification of service line materials.
- Service Line Replacements: Under the proposed LCRI, water systems are required to create a publicly available service line replacement plan and achieve 100% lead service and galvanized requiring replacement service lines within 10 years regardless of whether they exceed the lead action level. The replacement plan will include the following additional provisions to include a minimum average annual rate of 10 percent calculated on a rolling 3-year period replacement goal rate and replacement prioritization strategies; techniques to replace service lines, plans for procurement of materials, and plans for utilizing contractors; any laws, regulations, or agreements that impact ability to access and conduct full LSLR as well as the identification of any rules or agreements that require customer consent or allow or mandate cost-sharing with customers.
- Sampling Program: EPA is proposing to lower the lead action level from 15 µg/L to 10 µg/L. The proposed rule changes the protocol for tap sampling where water systems would be required to collect first liter and fifth liter samples at sites with lead service lines and use the higher of the two values when calculating the 90th percentile lead level. Tier 3 sites are revised to include sites served by a lead connector as well as sites served by a galvanized service line or containing galvanized premise plumbing that are identified as ever being downstream of an LSL or lead connector in the past. When a water system's lead sampling exceeds the action level, the system would be required to inform the public and take action to reduce lead exposure while concurrently working to replace all lead pipes.
- Public Education and Outreach Assistance: Under the proposed LCRI, water systems with multiple lead action level exceedances (3 or more within five years) would be required to conduct additional outreach to consumers and make filters certified to reduce lead available to all consumers. When a system samples for lead or copper at a residence, it must deliver to residents the results within three days, regardless of the lead or copper levels in the sample. Water systems would be required to reach out four times using at least two different methods to contact customers to conduct full lead service line replacements. EPA proposes to revise the Consumer Confidence Report requirements to include an informational statement about lead that has been updated to improve risk communication, updated lead health effects language, information about the system's efforts to sample in schools and child care facilities, and how to access the community's service line replacement plan.

Assumptions:

- Jacobs will attend and participate in up to 3 meetings virtually with the DEP at the request/coordination of the City.
- The scope and fee for additional services will be authorized by the City's project manager via email prior to commencement of the work.

Deliverables:

- Draft and final presentation materials and notes for regulatory coordination meetings.
- Technical memorandum for Water Filter Program.

Schedule

Initial compliance deadline of October 16, 2024.

Compensation

A fee schedule for the work associated with the LCRR Compliance Support Services described in the Scope of Work are provided in Table 1. Compensation for services and expenses under this Task Order shall be on a Time and Materials basis with budgets between task being interchangeable as needed.

The proposed LCRI may affect the timeline for compliance tap and schools and licensed childcare facilities sampling. However, until the LCRI is promulgated, the existing LCRR requirements remain effective. This means that the City may need to submit a compliance tap sampling plan during Year 1, prior to the January 2025 sampling monitoring period.

Table 1. Fee Schedule

EXHIBIT "A"

FEE SCHEDULE – JACOBS

Position/Title	Hourly Rate
Principal-in-Charge/LCRR Finance Lead/Professional Grade 9	\$300.00
LCRR Senior Expert/QAQC/Professional Grade 8	\$275.00
Program Manager/LCRR Expert/Professional Grade 7	\$215.00
Sr. Economist/Sr. PM/Design Manager/Professional Grade 6	\$195.00
Economist/Senior Field Coordinator/Professional Grade 5	\$195.00
Project Manager/Senior Cost Estimator/Professional Grade 4	\$165.00
GIS/Data Management/Professional Grade 3	\$127.00
Project Controls/Professional Grade 2	\$115.00
Junior Field Staff/Professional Grade 1	\$101.00
Technician 6	\$175.00
Technician 5	\$149.00
Technician 4	\$127.00
Technician 3	\$115.00
Technician 2	\$101.00
Technician 1/Senior Clerical/Administrative	\$ 95.00
Intern	\$ 75.00
Principal Engineer (PE Registered)	\$275.00
Senior Engineer (PE Registered)	\$225.00
Land Surveyor (PLS Registered)	\$225.00
Landscape Architect (State Registered)	\$225.00
Project Manager	\$175.00
Engineer	\$165.00
Technician	\$140.00
Drafter/GIS	\$125.00
Field Inspector	\$140.00
Staff Assistant	\$110.00
Survey Crew 2-Man	\$150.00
Survey Crew 3-Man	\$200.00
Computer-Aided Drafting & Design	\$150.00
Geotechnical Engineer	\$225.00
Land Surveyor	\$165.00
Transportation Engineer	\$165.00
Sustainability Specialist	\$180.00
Utility Designation Crew	\$225.00
Soft Dig / Test Hole	\$450.00
Public Information Officer (PIO)	\$175.00
Public Information Manager (PI Manager)	\$125.00
Public Information Specialist (PI Specialist)	\$100.00
Public Information Specialist/Admin	\$100.00