

**WORK ASSIGNMENT NO. 2016-01 PURSUANT TO  
THE JUNE 28, 2016 AGREEMENT BETWEEN THE  
CITY OF VENICE, FLORIDA AND HAZEN AND SAWYER**

WHEREAS, on June 28, 2016, the City of Venice, Florida (“OWNER”) and Hazen and Sawyer (“CONSULTANT”), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning State Revolving Fund (SRF) administered by the Florida Department of Environmental Protection (FDEP) Compliance Monitoring as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the June 28, 2016, Agreement and this Work Assignment, the parties agree as follows:

1. General description of the project: Provide SRF Compliance Monitoring associated with Utility projects funded by FDEP State Revolving Loan Funds.
2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment “A”.
3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of One hundred - Nine Thousand and Eighty Dollars (\$109,080.00) for performance of the professional services specified in this work assignment.
4. Time for completion. CONSULTANT shall complete the Compliance Monitoring services specified in this work assignment within **365** days from the date of this Work Assignment unless otherwise extended, in accordance with the construction schedule to be determined by OWNER.
5. The terms and conditions of the June 28, 2016 Agreement shall remain in full force and effect until the completion of this Work Assignment; and

**IN WITNESS WHEREOF**, the parties have executed this Work Assignment on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONSULTANT**

\_\_\_\_\_  
**CITY OF VENICE, FLORIDA**

By: \_\_\_\_\_

**Mayor**

**ATTEST:**

\_\_\_\_\_

**ATTACHMENT “A”**  
**SRF Compliance Monitoring**  
**Work Assignment 2016-01**

**BACKGROUND**

The OWNER is obtaining Florida Department of Environmental Protection (FDEP) State Revolving Funds (SRF) to finance both drinking water and clean water projects included in their 5-year Capital Improvement Program (CIP). Projects receiving SRF funding require compliance with FDEP requirements associated with SRF program.

**SCOPE OF SERVICES**

Pursuant to subsection 1.2 of the Agreement, the CONSULTANT will provide SRF Compliance Monitoring Oversight for the following three projects, which are enumerated below by Task.

**Task 1 - Water Main Replacement Phase 4 Construction**

**Task 2 - Water Main Replacement Phase 5 Construction**

**Task 3 – Reclaimed Water Distribution System Improvements Construction**

For each project tasks, CONSULTANT will perform the following services, as necessary to provide certification of compliance with the FDEP Supplementary Conditions and as outlined in Attachment B. These services are anticipated to include the following:

- Verify Contractor and their subcontractors meet Article 11 (Debarment and Suspension) requirements which includes obtaining certification for all subcontractors from Prime Contractor and provide verification sheet from System for Award Management (SAM) and SUNBIZ printout. This shall be completed within 7 days of receipt.
- Provide guidance to Contractor and Subcontractor regarding minority and female participation and verify Contractor completes report of Disadvantaged Business Enterprise Participation on monthly basis with pay request. This be verified monthly on receipt of pay application.
- Provide E-Verify Verification printout associated with the Immigration Reform and Control Act for all contractors for each project. This shall be completed within 7 days of receipt of Contractor selection.
- Review weekly certified payrolls and maintain log of all payrolls received and provide to OWNER on bi-weekly basis.
- Review and identify any discrepancies with wage, hours, deductions, job classification associated with weekly payroll and identify discrepancies and resolutions in weekly log.
- Obtain necessary back-up Davis-Bacon documentation from Contractor including the following:
  - Authorization to Sign Certified Payrolls form Contractor and all subcontractors.
  - Authorization to Deduct Forms signed by employees from Contractor and subcontractors
  - Wage and Hour sheets signed by employees from contractor and all subcontractors.

- Conduct Labor Interviews on monthly basis by interviewing a minimum of one employee for each project and provide associated form (SF1445) to OWNER.
- Verify Job Site Board is on-site and includes wage decision and necessary Labor posters and provide pictures of Site Board.
- Review material list provided by Contractor of all Iron and Steel material installed on project and associated certifications for compliance with American Iron and Steel (AIS) provisions and provide copy of approved material list to OWNER on monthly basis.
- Assist Contractor to obtain waivers that may be required for AIS requirements.
- Assist OWNER with preparing and attending audit performed by FDEP staff during the course of the project.

## **OWNERS ALLOWANCE**

This Work Assignment includes an Owner's Allowance of \$15,000 for unforeseen tasks required to complete the project, which will be used only with the written approval of the OWNER. A scope description and fee breakdown will be provided to the OWNER for any proposed use of the Owner's Allowance.

## **COMPENSATION**

This work will be performed on a "Standard Hourly Rate" basis. The total compensation for the specific tasks outlined herein will be billed hourly, with a not to exceed value of \$109,080 based on the construction time table period provided. The fees schedule also includes a \$15,000 Owner's Allowance as described above.

**Table 1: SRF Compliance Monitoring Fee Schedule**

<b>Task</b>	<b>Description</b>	<b>"NTE" Fee</b>
1	Water Main Phase 4	\$40,320
2	Water Main Phase 5	\$26,880
3	Reclaimed Water Improvements	\$26,880
	Owners Allowance	\$15,000
	<b>Total Estimated Fee</b>	<b>\$109,080</b>

## **SCHEDULE**

The CONSULTANT shall complete the services pursuant to this Work Assignment which is based on construction periods and final completion date of each task. Project completion will be extended for two months past the final completion date of each project, to finalize SRF management requirements. Estimated construction periods are shown in Table 2, however, periods may be extended provided budget is available or if OWNER authorizes use of allowance.

**Table 2: SRF Compliance Monitoring Schedule**

<b>Task</b>	<b>Description</b>	<b>Construction Period (Days)</b>	<b>Construction Start Date</b>	<b>Construction Completion Date</b>	<b>SRF Management Completion Date</b>
1	Water Main Phase 4	360	1/30/17	1/25/17	3/30/17
2	Water Main Phase 5	210	TBD	TBD	TBD
3	Reclaimed Water Improvements	210	TBD	TBD	TBD

## **ASSUMPTIONS**

The CONSULTANT makes the following assumptions in regards to materials or information that will be made available and scope items that are to be coordinated with or performed by others:

1. Projects are based on construction period plus 2 month close out period, if projects are extended past that time, the CONSULTANT may request additional funding provided by the Owner's Allowance upon written consent of the OWNER.
2. OWNER shall provide copies of all contract documents, certified payrolls, agreements and other items outlined in Attachment B, the CONSULTANT is responsible for evaluating.
3. OWNER shall make its owned facilities available for site visits and provide personnel, if required.

## SRF – Compliance Monitoring Requirements

The City is seeking a consultant to monitor and review the Articles that are outlined in the SRF Certification of Compliance. This Certification outlines six (6) Articles that require monitoring along with providing some type of documentation that demonstrates that the Articles are being met. Additional details regarding the Articles are located in the SRF Supplementary Conditions (See Appendix A) and further defined below.

The SRF Supplementary Conditions will be included in the bid specifications which is now incorporated into the prime contractor(s) contract. The prime contractor is responsible to meet all the requirements outlined in the SRF Supplementary Conditions. The prime contractor is also responsible for all their subcontractors (all-tiers) to also meet all the SRF requirements.

The Prime Contractor is also required to include the Supplementary Conditions in their subcontracts (all-tiers) and obtain an executed copy of the Certification located in Appendix A for each subcontractor (all-tiers).

The following Table outlines the monitoring requirements to be performed by the Consultant:

Article	Title	Location	Monitoring Requirements
Article 11	Debarment and Suspension (Executive Orlando 12549)	Pages FDEP 5-6	Back-up Documentation needed
Article 12	Equal Employment Opportunity (Executive Order 11246)	Pages FDEP 6-11	EEO- Maintain list and file of affirmative action
Article 13	Immigration Reform and Control Act of (State of Florida Executive Order 11-116)	Page FDEP 12	Back-up Documentation needed
Article 14	Environmental Compliance	Page FDEP 12	No documentation needed
Article 15	Federal Labor Standards Provision (Davis-Bacon Related Acts) DBRA	Page FDEP 12, Appendix C Pages FDEP 15-22	Weekly Monitoring – Reporting and Back-up Documentation needed throughout the project construction period.
Article 16	American Iron and Steel Provision (AIS)	Page FDEP 12, Appendix D Page 23	Monitoring – Reporting and Back-up Documentation needed throughout the project construction period.

## Article 11 – Debarment and Suspension

11.1. The bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals:

11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

Consultant will be responsible to obtain the signed SRF Appendix A Certifications from the Prime Contractor for all subcontractors (all-tiers) on the referenced project.

### Action:

1. The City will obtain the Certification from the Prime Contractor as part of the award process.
2. Consultant will obtain all the subcontractor certifications from the Prime Contractor and provide copies to the City for inclusion into the project funding files.
3. Consultant will provide verification sheet from System for Award Management (SAM) and also SUNBIZ printout.

## Article 12 – Equal Employment Opportunity

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: 10.5 percent – Sarasota County

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Equal Employment Opportunity Program requires contractors to actively recruit women and minority applicants for employment in accordance with federal and state EEO laws.

**Action:**

1. The Prime Contractor must follow all the EEO requirements as outlined in Pages FDEP 6-11 and Attachment B. The Prime Contractor is also responsible to make sure that their subcontractors (all Tiers) have this requirement in their contracts.
2. Consultant will provide guidance in this area to the Contractors and subcontractors where needed.

## **Article 13 – Immigration Reform and Control Act**

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- All new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- All new employees (including subcontractors and sub-recipients) assigned by the Contractor to perform work pursuant to this Agreement. (*E-Verify*)

**Action:**

1. The Contractor shall include this provision in all subcontracts/sub-grants it enters into for the performance of work under this Agreement.
2. Consultant to provide a E-Verify Verification printout via the E-Verify Search Tool at <https://www.uscis.gov/e-verify/about-program/e-verify-employers-search-tool> for all contractors on the reference project. (Sample in Attachment B)

## Article 14 – Environmental Compliance

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

### Action:

1. The contractor and all subcontractors must comply with all applicable orders.
2. Consultant no action required.

## Article 15 – Federal Labor Standards Provision (Davis-Bacon Act)

### *FEDERAL LABOR STANDARDS PROVISIONS*

*(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)*

*Page FDEP 12, Appendix C Pages FDEP 15-22*

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

Since 1931, Congress has extended the Davis-Bacon Prevailing Wage Requirements to some 60 related acts which provide federal assistance for construction through loans, grants, loan guarantees, and insurance. These Acts include by reference the requirements for payment of the prevailing wages in accordance with the Davis-Bacon Act. Examples of the Related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

The Copeland “Anti-Kickback” Act, which prohibits contractors from any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on project subject to DBRA Labor Standards may also be subject to additional prevailing wage and overtime pay requirements under state and local laws. Also, overtime work pay requirements under CWHSSA and the Fair Labor Standards Act.

### Action:

1. The Contractor must submit weekly certified payrolls.
2. The Contractor must review and submit weekly certified payrolls for all subcontractors (all tier levels)



3. The Consultant must review weekly certified payrolls (Prime and all subcontractors) and keep a log of all payrolls received and provide a copies to the City. (WH-347 and WH-347 Statement of Compliance)
4. The Consultant must review and identify any discrepancies with wage, hours, deductions, job classification. Also provide corrective action documentation and determine resolution of the issues. Also identify the discrepancies and resolution on a weekly log and provide a copy to the City bi-weekly.
5. The Consultant must obtain necessary back up documentation and review and once complete provide a copies to the City. The documentation needed includes the following: *(Davis-Bacon Documentation)*
  - Authorization to Sign Certified Payrolls from Contractor and all subcontractors (all tier levels) signed by Owner or President;
  - Authorization to Deduct Forms signed by employees from Contractor and all subcontractors,
  - Wage and Hour Sheets signed by employees from Contractor and all subcontractors.
6. The Consultant must conduct Labor Interviews and provide the Labor Interview Forms – SF1445 to the City. The Labor Interviews will need to be conducted monthly.
7. The Consultant must provide pictures of the Job Site Board which includes the Wage Decision(s) and necessary Labor posters.

## Article 16 – American Iron and Steel Provision (AIS)

The Contractor acknowledges to and for the benefit of the (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,"

None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

Term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The AIS provision requires Clean Water State Revolving Fund and Drinking Water State Revolving Fund assistance recipients to use iron and steel products that are produced in the United States

for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

All manufacturing processes must take place in the US for items listed below. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating. Raw materials, such as iron ore, limestone and iron and steel scrap, do not have to come from the US.

*Action:*

1. The Contractor must provide a material list for all Iron and Steel material installed into this project.
2. The Contractor must provide AIS certifications with submittals to Engineer of Record and to consultant for all items covered under this Act.
3. Consultant must review material list and certifications to assure they meet the AIS requirements.
4. The consultant must provide a copy of the approved material list with all required documentation (certification, waiver, pictures, shipping labels etc.) to the City on a monthly basis.
5. If waiver is needed the consultant must work with contractor to obtain the necessary waiver or approval email from EPA AIS Program Managers.

# Appendix A

## SRF Certification of Compliance

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by \_\_\_\_\_,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)