

Hialeah Housing Authority

75 East 6th Street, Hialeah Florida 33010
Tel. (305) 888-9744 / Fax. (305) 887-0997



Project Manual

RE-ROOFING AT PALM CENTRE

240 EAST 1st AVE
Hialeah, FL 33010

HHA Project No. # 24-PC-001

MAY 21, 2024

(BID DEADLINE)

Development & Modernization Department



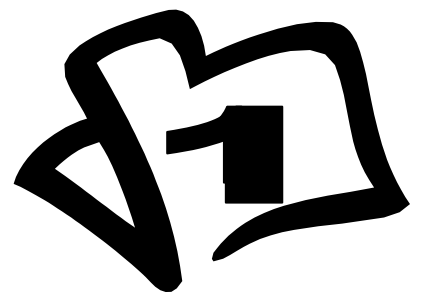
BID # 24-PC-001

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Invitation to Bid





**INVITATION FOR BID
BID # 24-PC-001**

The Hialeah Housing Authority, located at 75 East 6th Street, Hialeah, Florida 33010 is seeking:

INVITATION TO BID: RE-ROOFING AT PALM CENTRE

LOCATION: 240 EAST 1st AVE, HIALEAH, FL 33010

Bid Packages will be available on, April 17, 2024 and may be obtained as follow:

HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none"> 1. Access: https://ha.internationaleprocurement.com/ 2. Click on the "Login" button in the upper left side. Follow the listed directions. "Sign-up Now as Vendor" 3. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
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Notice: You will need to register to download the Bid Package.

PRE-BID CONFERENCE: On site visit: April 23, 2024 at 10:30 a.m.

It is highly recommended that you or your representative attend this Pre-Bid meeting in order to submit bid on this project. All Bidders are to meet at, 240 E 1st Ave, Hialeah, FL 33010

DEADLINE: Sealed Bids must be submitted no later than 11:00 a.m. on: May 21, 2024 at:

**Hialeah Housing Authority
75 East 6th Floor Hialeah, Florida 33010
Attn: Arlene Fernandez, Bookkeeper**

*Bids submitted in person must be listed in the bid's sign in log at the receptionist desk, and bidder must make sure the bid package is stamped with date and time received. Bids received after this time will not be accepted. Sealed bids will be opened and publicly read aloud on May 21, 2024 at 3:00 P.M., Board Room located at **75 East 6th Street, Hialeah, FL 33010**. Award will be made at the next scheduled Hialeah Housing Authority's Board of Commissioner's Meeting. All bidders will be notified of the date and time of the meeting **Bid bond in the amount of five percent (5%) of the bid must accompany each bid in accordance with HUD's Instructions to Bidders for Contracts Form HUD-5369, Clause #9.** Failure on the part of the successful bidder to enter into a contract agreement with the Authority shall result in a forfeiture of their Bid Bond.*



**INVITATION FOR BID
BID #24-PC-001**

- Questions regarding bid documents, plans or specifications must be submitted in writing no later than, **May 1, 2024**.

**Attention: Miguel Hernandez, Development & Modernization Administrator
75 E. 6th Street, Hialeah, Fl. 33010 FAX # (305) 887-0997
Email: Miguel.Hernandez@hialeahhousing.org**

- Any addendum to this bid will be available at Hialeah Housing Authority by **May 13, 2024**. The prospective bidder must ascertain the existing of any addendum to this bid and it will be their responsibility to acquire such documentation.

CONTRACT AWARDED IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THE BID DOCUMENTS, THE AWARD OF THE BID SHALL NOT BECOME FINAL AND BINDING ON THE AUTHORITY UNTIL THE EXPIRATION OF ANY PROTEST PERIOD, THE EXECUTION OF THE CONTRACT BY ALL PARTIES CONCERNED AND THE BIDDER IS NOTIFIED IN WRITING BY THE AUTHORITY TO COMMENCE WORK.

ATTENTION IS CALLED TO THE PROVISIONS FOR EQUAL EMPLOYMENT OPPORTUNITY.

HIALEAH HOUSING AUTHORITY RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES IN THE BIDDING PROCESS OR TO REJECT ANY OR ALL BIDS, OR TO REJECT A BID WHICH IS NOT RESPONSIVE AND/OR RESPONSIBLE.



Required Forms





BID# 24-PC-001

REQUIRED FORMS

THESE FORMS MUST BE INCLUDED AT THE TIME OF BID OPENING IN THE FOLLOWING ORDER:

- _____ **Bid Proposal Form**
- _____ **Bid Bond or Certified Check (5%) percent of the base bid.**
- _____ **Non-Collusive Affidavit**
- _____ **Consent of Surety. (Original from a surety company stating that it will issue the necessary performance & payments bonds should the bidder enter into a contract with the Authority) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State of FL, where work is to be performed.**

WITHIN 5 WORKING DAYS AFTER BID OPENING, LOWEST RESPONSIVE BIDDER MUST SUBMIT:

- _____ **HUD Forms 5369, 5369-A, 4010, 92010.**
- _____ Minimum of five (5) references on previously completed and/or on-going projects.
- _____ Statement of Bidder’s qualifications
- _____ Detailed Schedule of Values
- _____ Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- _____ Section 3 Business Form
- _____ Sub-contractor list (licenses) / Materials Suppliers List
- _____ Current Original Certificate of good standing from the State of Florida
- _____ Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions. *SBA Form 1623.*

LICENSES:

BIDDER MUST BE REGISTERED OR CERTIFIED by the **State of Florida** and will need to submit the following:

- _____ A copy of a valid General Contractor’s License or Miami-Dade Certificate of Competency
- _____ A copy of the Company’s Occupational License

INSURANCES:

- _____ Liability Insurance, *Minimum of 1,000,000.00*
- _____ Auto Insurance, *Minimum of \$300,000.00*
- _____ Workers’ Compensation Insurance, *State Requirement*

WITHIN 10 WORKING DAYS AFTER AWARD OF THE BID, CONTRACTOR MUST SUBMIT:

- _____ 100% Performance Bond in favor of Hialeah Housing Authority
- _____ 100% Payment Bond in favor of Hialeah Housing Authority
- _____ Contractors Certifications of Authorization
- _____ Construction Progress Schedule HUD-5372
- _____ Certificate of insurance naming Hialeah Housing Authority as an additional insured for the following:
General Liability: In an amount no less than \$1,000,000.00
Automobile Insurance: In an amount no less than \$300,000.00
Workers’ Compensation Insurance, State Requirement

FOR HHA USE ONLY:

- _____ Certificate of Exclusion
- _____ DBPR Licenses Research
- _____ References & Insurance Verification
- _____ Cost and Price Analysis

Failure to submit the above forms will result in a disqualification of your bid.



Instructions to Bidders for Contracts



**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



**SUPPLEMENTARY
INSTRUCTIONS TO BIDDERS
BID # 24-PC-001**



BID DOCUMENTS:

Bid documents for the **Re-Roofing at Palm Centre**, to include all forms, documents, specifications and drawings submitted with this package including any amendment or addendum prior to receipt of bids.

CONTRACT DOCUMENTS: Copies of all referenced forms are included in this bid package.

OWNER: The Hialeah Housing Authority (HHA) is the owner and shall herein be referenced to as the Owner.

CONTRACTOR: The Prime Contractor shall be a recognized Contractor who shall bear the complete responsibility for completion of all Work as described in these specifications and/or indicated on the drawing.

1. BIDDERS REPRESENTATIONS:

Each bidder by making his/her bid represents that:

- A. He/She has read and understands the Bidding Documents and his/her bid is made in accordance therewith.
- B. His/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.
- C. He/she has visited the projects to thoroughly familiarize himself/herself with the site and the building, including, but not limited to, access routes, parking, delivery and storage areas, compliance of existing conditions with documents notifying the owner in writing a minimum of Seven (7) calendar days prior to the bid due date of any condition which deviates from the documents. Extras will not be allowed for failure to report deviations, if any.

2. PRE-BID CONFERENCE AND SITE VISIT: April 23, 2024 at 10:30 A.M.

It is highly recommended that you or your representative attend this Pre-Bid meeting in order to submit a bid on this project. All bidders are to meet at 240 E 1st Ave Hialeah, FL 33010.

3. BIDDING PROCEDURES:

- A. Form and Style of Bids: Bids shall be submitted in duplicate on the form included with these Bidding Documents. All blanks on the bid proposal form shall be filled in by typewriter or manually in ink. **Erasures or changes must be initialed and dated by the person signing the bid.**
- B. Each copy of the Bid shall include the legal name of the Bidder and statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity.
- C. Modification or Withdrawal of Bid: A Bid **may not** be modified, withdrawn or cancelled by the bidder for a period of sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
- D. Any prospective bidder desiring an explanation or interpretation of any of the documents included in this package, forms, specifications, drawings etc. must request it at least (7)



**SUPPLEMENTARY
INSTRUCTIONS TO BIDDERS
BID # 24-PC-001**



working days before the scheduled time for bid opening. All oral requests **MUST BE** confirmed in writing. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change or modification of the bid package.

4. CONSIDERATION OF BIDS:

- A. **Opening of Bids:** The identified Bids received on time will be opened publicly and will be read aloud. **NO BIDS WILL BE ACCEPTED AFTER DATE AND TIME SPECIFIED.**
- B. **Rejection of Bids:** The bidder acknowledges that the Owner shall have the right to waive any informality or to reject a bid not accompanied by the required bid security or by other data required by the Bid Documents, or to reject a bid which is in any way incomplete or irregular.
- C. **Acceptance of Bid:** It is the intent of the Owner to award to the lowest responsive responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available.
- D. **Bid Submittal** The Bidder shall assume full responsibility for timely delivery of the bid at the location designated for receipt of bids. Oral, telegraphic, faxes, or telephonic bids are invalid and will not receive consideration. Each Bid shall be submitted in sealed envelope with the following endorsement typed:

BID # 24-PC-001

ATTN: Arlene Fernandez, Bookkeeper (1st Floor)

5. QUESTIONS:

Questions regarding Bid Documents, plans or specifications must be submitted in writing no no later than, **May 1, 2024.**

Miguel A. Hernandez, Development & Modernization Administrator
75 E. 6th Street, Hialeah, Fl. 33010 FAX # (305) 887-0997
Miguel.Hernandez@hialeahhousing.org

6. ADDENDA:

Any addenda to this bid will be available at Hialeah Housing Authority by, **May 13, 2024.**

The prospective bidder must ascertain the existing of any addendum to this bid and it will be their responsibility to acquire such documentation.

7. STATE AND LOCAL TAXES AND FILING FEES:

The Contractor shall attain and pay for all filing fees. The HHA is a tax-exempt organization. The BID amount is to be exclusive of all sales tax. The owner will provide a tax exemption certificate.

8. DEBARRED, SUSPENDED AND INELIGIBLE CONTRACTORS

The bidder certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any agency of the federal or state government. No bid received from a debarred, suspended, or ineligible contractor will qualify for award.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



CONTRACT BETWEEN THE HIALEAH HOUSING AUTHORITY AND

IFB#00-000-000 RE-ROOFING AT PALM CENTRE

This contract by and between the **Hialeah Housing Authority** (“Authority” or “HHA”) and _____, (hereinafter “the Contractor”) is hereby entered into this ____ day of _____, 2024

Services according to this contract shall begin within seven (7) calendar days of receipt of the Notice to Proceed from the Authority and **shall end no later than _____ calendar days** after the notice has been issued, parties as provided for within this contract. Under no circumstances does this contract, in accordance with 2 CFR 200 et. seq. may not exceed five (5) years. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period shall be automatically extended to include the next workday). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions:

- 1.1 Hialeah Housing Authority (HHA):** Any reference herein or within any Appendix to the “Hialeah Housing Authority” shall be interpreted to mean the same as the HHA.
- 1.2 Contracting Officer (CO):** The HHA Contracting Officer, typically the HHA Executive Director, but may be another person delegated such authority by the Executive Director.
- 1.3 Executive Director (ED):** The HHA Executive Director.
- 1.4 Invitation for Bids (IFB):** A competitive solicitation process conducted by the HHA wherein award was completed to the most responsive and responsible bidder that submitted the lowest cost.

2.0 Services and Payment:

- 2.1 Scope of Services:** The services provided pursuant to this contract generally consist of those services for the HHA as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HHA at the designated HHA community and facilities. In addition, the

HHA shall retain the right to implement and/or enforce any item issued as a part of IFB No. _____, Construction Services.

2.2 Provisions of any and all Work (Change Orders): The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a Change Order Form from the authorized HHA representative.

2.3 Cost/Value of Services:

2.3.1 Contract Value: The current total Not-To-Exceed (“NTE”) value of this contract is:

\$ _____

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written change order.

2.4 Time Performance: The Contractor will complete each assigned task as detailed within the executed HHA Task Order.

2.5 Billing Method:

2.5.1 To receive payment for services rendered according to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**Hialeah Housing Authority
Attn: Development & Modernization Dept.
75 East 6th Street Hialeah, Florida 33010**

2.5.2 At a minimum, the invoice shall detail the following information:

2.5.2.1 Unique invoice number

2.5.2.2. Contractor's name, address, and telephone number;

2.5.2.3. Date of invoice and/or billing period;

2.5.2.4. Applicable Contract No. (if applicable)

2.5.2.5 Applicable Purchase Order No. (if applicable)



We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability. This document is available in an alternate, accessible format upon request. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity offered by the Hialeah Housing Authority should contact the Section 504 Coordinator.

2.5.2.6 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.5.2.7 Change Order approved by the ED (if applicable); and

2.5.2.8 The total dollar amount being billed.

2.5.3 The HHA will pay each such properly completed invoice received on the 25th of each month on a Net/30 basis upon receipt of the signed copy of the "Application and Certificate for payment" by the HHA's Inspecting Architect as well as the approval of the independent inspector as required by the bank. Subject to Section 10.10 of this Agreement, in the event contractor subcontracts a portion of the work for which payment is sought, the invoice submitted by the Contractor shall be accompanied by releases from those subcontractors. Releases from the Contractor shall also be submitted for all partial payments. **Retainage of 10% will be held back on all partial payments of the job until completion. Final payment will be released after certification of final inspection.** Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 HHA's Obligations: According to this contract, the HHA agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The HHA agrees to not provide the Contractor any Task Order assigning work to the Contractor without the prior written approval of the ED.

4.0 Contractor's Obligations: According to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HHA properties according to this contract.

4.2 Qualified Personnel: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean that person that has been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within



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its bid or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 Compliance with Federal and State Laws: All work performed by the Contractor, according to this contract, shall be done following all applicable Federal, State, and local laws, regulations, codes, and ordinances.

4.4 Insurance Requirements:

4.4.1 The complete indemnity requirements are detailed within Section 10.18 herein.

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 Policy of General Liability Insurance, \$2,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person or \$5,000 with a deductible not greater than \$1,000. The HHA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.4.2.2 Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, the general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

4.4.2.3 Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payments of \$5,000 with a deductible not greater than \$1,000.

4.4.2.4 Worker's compensation coverage evidencing carrier and the coverage amount.

4.4.2.5 The Contractor shall provide to the HHA current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the



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above-referenced insurance coverage, including naming the HHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

4.4.2.6 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HHA:

**Miguel A. Hernandez
Development & Modernization Dept.
Hialeah Housing Authority
75 East 6th Street Hialeah, Florida 33010**

4.5 Licensing: The Contractor shall also provide to the HHA a copy of the required Florida Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance:

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all required licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the HHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HHA in writing within five (5) days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the HHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HHA within the periods required herein.



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5.0 Performance and Payment Bonds: A Performance Bond, Payment Bond and Materials Bond shall be submitted by Contractor. Each bond shall be in the amount of the One Hundred Percent (100%) of contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. The bond shall make reference to this Contract, and may be drawn against in an appropriate amount as determined by the Owner in its sole discretion, when any damages to the Owner result from the Contractor's services pursuant to this Contract, or Contractor's malfeasance, misfeasance, or breach in the performance hereof. The purpose of the bond is to secure the performance of and the compliance with this Contract by and between the Contractor and Owner; the bond shall not be transferable. Each bond shall comply with the requirements of Fla. Stat. 255.05

6.0 Modification: This contract shall not be modified, revised, amended, or extended except by written addendum, executed by both parties.

7.0 Severability: The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws:

7.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

7.2 Jurisdiction of Law: The laws of the State of Florida shall govern the validity, construction, and effect of this contract unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Miami-Dade County, Florida is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel to initiate litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices, and Reports:

8.1 All notices, reports, and/or invoices submitted to the HHA by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HHA:



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**Miguel Hernandez, Development & Modernization Administrator
Hialeah Housing Authority
75 East 6th Street Hialeah, Florida 33010**

or if appropriate, e-mailed to miguel.hernandez@hialeahhousing.org

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____

9.0 **2 CFR 200 Procurement:** Pursuant to the CFR, as issued by the Office of the Secretary, HUD, the HHA and the Contractor each agree to comply with the following provisions:

9.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HHA and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HHA or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HHA has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HHA shall retain the right to, if conditions warrant, require the contractor to respond in a shorter time). Further, the HA shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

9.1.1 Before termination, the HHA may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10 days,



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he/she shall have no recourse but to accept and agree with the HHA's position on the issue. The written protest must detail all pertinent information about the dispute, including justification detailing the HHA's alleged incorrect action(s).

9.1.2 After termination, if the contractor does not agree with the HHA's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10 days, he/she shall have no recourse but to accept and agree with the HHA's position on the issue. The written protest must detail all pertinent information about the dispute, including justification detailing the HHA's alleged incorrect action(s).

9.1.3 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.

9.2 Termination for Convenience: As detailed within HUD Form HUD-5370 attached hereto and made a part hereof-

9.3 Executive Order 11246: For all construction contracts awarded more than \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

9.4 Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

~~**9.5 Davis-Bacon Act:** For all construction contracts awarded more than \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).~~

9.6 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded more than \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded more than \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).



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- 9.7 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 9.8 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 9.9 Copy Rights/Rights in Data:** the HHA has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 9.9.1** Except as provided elsewhere in this clause, the HHA shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 9.9.2** The contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate the use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish a claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 9.9.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, a claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HHA.
- 9.9.4** The contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which



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contains a copyright notice, unless the contractor identifies such data and grants the HHA a license of the same scope as identified in the preceding paragraph.

9.9.5 The HHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HHA may either return the data to the contractor or cancel or ignore the markings.

9.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

9.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

9.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HHA except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HHA location to which such computer(s) may be transferred; used or copied for use in or with a backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

9.10 Access to Records: Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that



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specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.11 Record Retention: Both parties hereby guarantee retention of all required records for three records after grantees or subgrantees make final payments and all other pending matters are closed.

9.12 Clean Air Act: For all contracts over \$100,000, both parties hereby agree to 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, and Environmental Protection Agency regulations (40 CFR Part 15).

9.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10.0 Additional Considerations:

10.1 Right of Joinder according to NRS 332.195:

10.1.1 Any political subdivision within the State of Florida may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

10.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HHA contract, it is expressly understood that the HHA shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

10.2 Non-Escalation: Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

10.3 Funding Restrictions and Order Quantities: The HHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HHA, if:



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- 10.3.1** funding is not available;
- 10.3.2** legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 10.3.3** the HHA's requirements in good faith change after the award of the contract.
- 10.4 Permits and Fees:** Unless otherwise stated in the IFB documents, all local, State, or Federal permits which may be required to provide the services ensuing from an award of this IFB, whether or not they are known to either the HHA or the proposers at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 10.5 Taxes:** All persons doing business with the HHA are hereby made aware that the HHA is exempt from paying Florida State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 10.6 Government Standards:** It is the responsibility of the bidder to ensure that all items and services proposed, conform to all local, State, and Federal laws concerning safety and environmental control and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 10.7 Freight on Bill and Delivery:** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the IFB documents or the contract.
- 10.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HHA may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 10.8 Work on HHA Property:** If the Contractor's work under the contract involves operations by the Contractor on HHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any



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such injury is caused solely and directly by the HHA's negligence, shall indemnify the HA, and their officers, agents, servants, and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

10.9 Official, Agent, and Employees of the HHA Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

10.10 Assignments/Subcontractors: The Contractor shall not assign or transfer this Agreement. In the event Contractor needs to employ subcontractors to perform Contractor's obligations under this Agreement, other than those listed in Subcontractor list submitted with the bid, Contractor before employing subcontractor shall obtain the Authority's written approval. Said approval is to be determined at the Authority's sole and absolute discretion. All agreements between Contractor and approved subcontractors shall contain a provision that the subcontractor agrees to comply with all of the terms and conditions of this Agreement and all bid documents.

10.11 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

10.12 Attorney's Fees: If litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit unless prohibited by law.

10.13 Independent Contractor: Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent contractor. Nothing herein shall create an association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

10.14 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the



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remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

10.15 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.

10.16 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

10.17 Limitation of Liability: In no event shall the HHA be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

10.18 Indemnification:

10.18.1 The Contractor shall indemnify, defend, and hold the HHA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs, and other expenses of any kind or character, which are caused by, arising out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) ensure that all subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HHA against any loss or damage which was specifically caused by the HHA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

10.18.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HHA, its officers, employees, and agents, against any and all claims, suits, or actions which may be brought against them, or any of them, as a result of, or because of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HHA. If the Contractor shall fail to do so, the HHA shall have the right, but not the obligation, to defend the same and to charge all direct and



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incidental costs of such defense to the Contractor including attorney's fees and court costs.

10.18.3 Any money due to the Contractor under and under this contract, which the HHA believes must be withheld from the Contractor to protect the HHA, may be retained by the HHA so long as it is reasonably necessary to ensure the HHA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HHA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor can demonstrate that it has adequate liability and property damage insurance to protect the HHA from any potential claims.

10.18.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies, and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

10.19 Lobbying Certification: By execution of this contract with the HHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

10.19.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.19.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.



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10.19.3 The Contractor shall require that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.20 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

10.20.1 Executive Order 11061, as amended, directs the Secretary of HUD to take all action that is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

10.20.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity which receives federal financial assistance. The HHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

10.20.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

10.20.4 The Age Discrimination Act of 1975, which prohibits discrimination based on age.

10.20.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

10.20.6 HUD Information Bulletin 909-23 which is the following:

10.20.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;



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10.20.6.2 Clean Air and Water Certification; and,

10.20.6.3 Energy Policy and Conversation Act.

10.20.7 That the funds that are provided by the HHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.

10.20.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

10.20.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

11.0 Section 3 Clause: As detailed within **24 CFR 75.17**, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

11.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located and to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

11.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or



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other impediments that would prevent them from complying with the part 75 regulations.

- 11.3** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 11.4** The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this section 3 clause, upon a finding that the subcontractor violates the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- 11.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- 11.6** Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 11.7** Concerning work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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12.1 Appendices:

12.1 The following noted documents are placed under each of the noted appendices and are a part of this contract:

12.1.1 Appendix No. 1: Invitation to Bid# _____

12.1.2 Appendix No. 2: form HUD-5370 (1/2014), General Condition for Construction Contracts, Public and Indian Housing Programs.

12.1.3 Appendix No. 3: Specific documentation pertaining to Section 3 that pertains to this contract.

12.1.4 Appendix No. 4: Scope of Services, as agreed upon by negotiation between the HHA and the contractor;

12.1.5 Appendix No. 5: The proposed fee(s) submitted by this contractor in response to the IFB, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

12.1.6 Appendix No. 6: Included by reference is any document or clause issued as a part of IFB

No. _____ that the HHA may choose to include at any time during the performance of this contract or any options exercised thereto by the HHA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HHA upon written request for such from the contractor.

12.2 Please note that in the case of any discrepancy between this contract and any of the above-noted appendices, the requirement(s) detailed within the body of this contract shall take the first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

13.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:



We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability. This document is available in an alternate, accessible format upon request. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity offered by the Hialeah Housing Authority should contact the Section 504 Coordinator.

Company Name

By: _____ Date: _____
[Name], [Title]

Hialeah Housing Authority

By: _____ Date: _____
Julio Ponce, Executive Director



We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability. This document is available in an alternate, accessible format upon request. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity offered by the Hialeah Housing Authority should contact the Section 504 Coordinator.

BID # 24-PC-001

Statement of Bidder's Qualifications (General Contractor)

ALL QUESTIONS MUST BE ANSWERED and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanation. **This information may be submitted in a separate sealed envelope marked "Bidder's Qualifications". In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened. Failure to meet this condition may be grounds for rejection of the bid.**

1. Name of Bidder

2. Permanent main office address.

3. Date organized.

4. State incorporated.

5. How many years have you been engaged in the contracting business under your present firm name? _____

6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).

CONTRACT	NATURE OF WORK	CONTRACT \$	COMPLETION DATE	OWNERS NAME

7. General character of work usually performed by your company. _____

8. Have you ever failed to complete any work awarded to you? If so, where and why? YES NO

9. Have you ever defaulted on a contract? YES NO

10. List the three (3) most important projects recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.

- _____
- _____
- _____

BID # 24-PC-001

11. List your major equipment **Available** for use on this contract.

- _____
- _____
- _____

Experience in construction work similar in importance to this project. YES NO

12. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent.

13. Has your company been involved in any Design or Construction litigation during the past (5) years? If yes, what has been the outcome?

14. Credit available for administration of this contract, **furnished written evidence.**

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Housing Authority? YES NO

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, _____.

(Name of Bidder)

By _____

Title _____

State of _____ County of _____

_____ being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____, _____.

Commission Expires _____

(Bidder may submit additional information if desired.)



BID # 24-PC-001



REFERENCES LIST

PROJECT	CONTACT PERSON	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

BY

TITLE



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



Bid Proposal Form





BID PROPOSAL FORM
BID # 24-PC-001



Bid For: Re-Roofing at Palm Centre
240 East 1st Avenue, Hialeah, FL 33010

Submitted To: Hialeah Housing Authority

Gentlemen:

1. I _____ on behalf of the undersigned represents that he/she has inspected the site and is familiar with the scope of work under this proposal, **Re-Roofing at Palm Centre** the local conditions affecting the cost of the work and with the specifications (including Invitation for Bids, Instructions to Bidders, this bid, the Bid Bond, the Non-Collusive Affidavit, the Contract, the Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and Drawings) and any amendment, if any thereto, as prepared by **HIALEAH HOUSING AUTHORITY** and on file in the office of **75 East 6th Street, Hialeah, FL 33010** and accordingly proposes to furnish all labor, materials, services required to construct and complete, **Re-Roofing at Palm Centre**.

Total Bid Amount: \$ _____

WHEN ALTERNATE IS REQUESTED, AUTHORITY RESERVES THE RIGHT TO CHOOSE WHICH ALTERNATE SHALL APPLY TO THIS PROJECT.

ERASURES OR OTHER CHANGES MUST BE INITIALED AND DATED BY THE PERSON SIGNING THE BID.

NOTE: HIALEAH HOUSING AUTHORITY RESERVE THE RIGHT TO LIMIT THE SCOPE OF WORK TO WHAT IS INDICATED IN THE SCHEDULE OF VALUES AND BID DOCUMENTS AS IN THE BEST INTEREST OF THE AUTHORITY.

2. In submitting this bid, it is understood that the right is reserved by the Hialeah Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within 10 DAYS after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) working days after the contract is presented to him for signature.

3. Security in the sum of _____ dollars
\$ _____, in the form of _____ is
submitted herewith in accordance with the specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he () has () has not, filed all required compliance reports; and that I representations indicating submission of required compliance reports, signed by proposed sub-contractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)

6. Certification of Non-segregated Facilities. By signing this bid, the bidder certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any



BID PROPOSAL FORM
BID # 24-PC-001



segregated facilities at any of his establishments, and that he will not permit employees to perform their services at any locations, under his control, where segregated facilities are maintained.

7. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

8. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause; that will retain such certifications in his file; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

9. Bidder has received the following Amendments or Addendum receipt of which is hereby acknowledge:

Date	Number
_____	_____
_____	_____
_____	_____

BIDDERS agree to perform all the work described in these described in these Contract Documents.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20_____

By: _____
(print contractor's name)

FEI: _____

Title: _____

Signature: _____

Official address of contractor:

_____	Phone: _____
_____	Fax: _____



BID#24-PC-001



ALL DIVISIONS APPLICABLE TO THE WORK TO BE PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS
SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 1: General Requirements			
01100 Summary			
01200 Price and Payment Procedures			
01300 Administrative Requirements			
01400 Quality Requirements			
01500 Temporary Facilities and Controls			
01600 License Fees			
01700 Permit Fees			
01800 Engineering Fees			
01900 Performance & Payment Bond Fees			
Division 2: Site Construction			
02050 Basic Site Materials and Methods			
02100 Site Remediation			
02200 Site Preparation			
02300 Earthwork			
02400 Tunneling, Boring, and Jacking			
02450 Foundation and Load-bearing Elements			
02500 Utility Services			
02600 Drainage and Containment			
02700 Bases, Ballasts, Pavements, and Appurtenances			
02800 Site Improvements and Amenities			
02900 Planting			
02950 Site Restoration and Rehabilitation			
Division 3: Concrete			
03050 Basic Concrete Materials and Methods			
03100 Concrete Forms and Accessories			
03200 Concrete Reinforcement			
03300 Cast-in-Place Concrete			
03400 Precast Concrete			
03500 Cementitious Decks and Underlayment			
03600 Grouts			
03700 Mass Concrete			
03900 Concrete Restoration and Cleaning			
Division 4: Masonry			
04050 Basic Masonry Materials and Methods			
04200 Masonry Units			
04400 Stone			
04500 Refractories			
04600 Corrosion-Resistant Masonry			
04700 Simulated Masonry			
04800 Masonry Assemblies			
04900 Masonry Restoration and Cleaning			

ALL DIVISIONS APPLICABLE TO THE WORK TO BE
PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS

SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 5: Metals			
05050 Basic Metal Materials and Methods			
05100 Structural Metal Framing			
05200 Metal Joists			
05300 Metal Deck			
05400 Cold-Formed Metal Framing			
05500 Metal Fabrications			
05600 Hydraulic Fabrications			
05650 Railroad Track and Accessories			
05700 Ornamental Metal			
05800 Expansion Control			
05900 Metal Restoration and Cleaning			
Division 6: Wood and Plastics			
06050 Basic Wood and Plastic Materials and Methods			
06100 Rough Carpentry			
06200 Finish Carpentry			
06400 Architectural Woodwork			
06500 Structural Plastics			
06600 Plastic Fabrications			
06900 Wood and Plastic Restoration and Cleaning			
Division 7: Thermal and Moisture Protection			
07050 Basic Thermal and Moisture Protection Materials and Methods			
07100 Dampproofing and Waterproofing			
07200 Thermal Protection			
07300 Shingles, Roof Tiles, and Roof Coverings			
07400 Roofing and Siding Panels			
07500 Membrane Roofing			
07600 Flashing and Sheet Metal			
07700 Roof Specialties and Accessories			
07800 Fire and Smoke Protection			
07900 Joint Sealers			
Division 8: Doors and Windows			
08050 Basic Door and Window Materials and Methods			
08100 Metal Doors and Frames			
08200 Wood and Plastic Doors			
08300 Specialty Doors			
08400 Entrances and Storefronts			
08500 Windows			
08600 Skylights			
08700 Hardware			
08800 Glazing			
08900 Glazed Curtain Wall			

ALL DIVISIONS APPLICABLE TO THE WORK TO BE
PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS

SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 9: Finishes			
09050 Basic Finish Materials and Methods			
09100 Metal Support Assemblies			
09200 Plaster and Gypsum Board			
09300 Tile			
09400 Terrazzo			
09500 Ceilings			
09600 Flooring			
09700 Wall Finishes			
09800 Acoustical Treatment			
09900 Paints and Coatings			
Division 10: Specialties			
10100 Visual Display Boards			
10150 Compartments and Cubicles			
10200 Louvers and Vents			
10240 Grilles and Screens			
10250 Service Walls			
10260 Wall and Corner Guards			
10270 Access Flooring			
10290 Pest Control			
10300 Fireplaces and Stoves			
10340 Manufactured Exterior Specialties			
10350 Flagpoles			
10400 Identification Devices			
10450 Pedestrian Control Devices			
10500 Lockers			
10520 Fire Protection Specialties			
10530 Protective Covers			
10550 Postal Specialties			
10600 Partitions			
10670 Storage Shelving			
10700 Exterior Protection			
10750 Telephone Specialties			
10800 Toilet, Bath, and Laundry Accessories			
10880 Scales			
10900 Wardrobe and Closet Specialties			

ALL DIVISIONS APPLICABLE TO THE WORK TO BE
PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS

SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 11: Equipment			
11010 Maintenance Equipment			
11020 Security and Vault Equipment			
11030 Teller and Service Equipment			
11040 Ecclesiastical Equipment			
11050 Library Equipment			
11060 Theater and Stage Equipment			
11070 Instrumental Equipment			
11080 Registration Equipment			
11090 Checkroom Equipment			
11100 Mercantile Equipment			
11110 Commercial Laundry and Dry Cleaning Equipment			
11120 Vending Equipment			
11130 Audio-Visual Equipment			
11140 Vehicle Service Equipment			
11150 Parking Control Equipment			
11160 Loading Dock Equipment			
11170 Solid Waste Handling Equipment			
11190 Detention Equipment			
11200 Water Supply and Treatment Equipment			
11280 Hydraulic Gates and Valves			
11300 Fluid Waste Treatment and Disposal Equipment			
11400 Food Service Equipment			
11450 Residential Equipment			
11460 Unit Kitchens			
11470 Darkroom Equipment			
11480 Athletic, Recreational, and Therapeutic Equipment			
11500 Industrial and Process Equipment			
11600 Laboratory Equipment			
11650 Planetarium Equipment			
11660 Observatory Equipment			
11680 Office Equipment			
11700 Medical Equipment			
11780 Mortuary Equipment			
11850 Navigation Equipment			
11870 Agricultural Equipment			
11900 Exhibit Equipment			
Division 12: Furnishings			
12050 Fabrics			
12100 Art			
12300 Manufactured Casework			
12400 Furnishings and Accessories			
12500 Furniture			
12600 Multiple Seating			
12700 Systems Furniture			
12800 Interior Plants and Planters			
12900 Furnishings Repair and Restoration			

ALL DIVISIONS APPLICABLE TO THE WORK TO BE
PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS

SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 13: Special Construction			
13010 Air-Supported Structures			
13020 Building Modules			
13030 Special Purpose Rooms			
13080 Sound, Vibration, and Seismic Control			
13090 Radiation Protection			
13100 Lightning Protection			
13110 Cathodic Protection			
13120 Pre-Engineered Structures			
13150 Swimming Pools			
13160 Aquariums			
13165 Aquatic Park Facilities			
13170 Tubs and Pools			
13175 Ice Rinks			
13185 Kennels and Animal Shelters			
13190 Site-Constructed Incinerators			
13200 Storage Tanks			
13220 Filter Underdrains and Media			
13230 Digester Covers and Appurtenances			
13240 Oxygenation Systems			
13260 Sludge Conditioning Systems			
13280 Hazardous Material Remediation			
13400 Measurement and Control Instrumentation			
13500 Recording Instrumentation			
13550 Transportation Control Instrumentation			
13600 Solar and Wind Energy Equipment			
13700 Security Access and Surveillance			
13800 Building Automation and Control			
13850 Detection and Alarm			
13900 Fire Suppression			
Division 14: Conveying Systems			
14100 Dumbwaiters			
14200 Elevators			
14300 Escalators and Moving Walks			
14400 Lifts			
14500 Material Handling			
14600 Hoists and Cranes			
14700 Turntables			
14800 Scaffolding			
14900 Transportation			

ALL DIVISIONS APPLICABLE TO THE WORK TO BE PERFORMED MUST BE DIVIDED ON LABOR, MATERIALS

SCHEDULE OF VALUES

Divisions of Work	Labor	Material	Total Amount
Division 15: Mechanical			
15050 Basic Mechanical Materials and Methods			
15100 Building Services Piping			
15200 Process Piping			
15300 Fire Protection Piping			
15400 Plumbing Fixtures and Equipment			
15500 Heat-Generation Equipment			
15600 Refrigeration Equipment			
15700 Heating, Ventilating, and Air Conditioning Equipment			
15800 Air Distribution			
15900 HVAC Instrumentation and Controls			
15950 Testing, Adjusting, and Balancing			
Division 16: Electrical			
16050 Basic Electrical Materials and Methods			
16100 Wiring Methods			
16200 Electrical Power			
16300 Transmission and Distribution			
16400 Low-Voltage Distribution			
16500 Lighting			
16700 Communications			
16800 Sound and Video			
Division 22: Plumbing			
22 05 23 - General-Duty Valves for Plumbing Piping			
22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment			
22 09 00 - Instrumentation and Control for Plumbing			
22 10 00 - Plumbing Piping and Pumps			
22 11 00 - Facility Water Distribution			
22 11 16 - Domestic Water Piping			
22 11 23 - Domestic Water Pumps			
22 13 16 - Sanitary Waste and Vent Piping			
22 13 19.36 - Air-Admittance Valves			
22 14 13 - Facility Storm Drainage Piping			
22 30 00 - Plumbing Equipment			
22 33 30.23 - Residential Solar Domestic Water Heater System			
22 35 00 - Domestic Water Heat Exchangers			
22 40 00 - Plumbing Fixtures			
22 50 00 - Pool and Fountain Plumbing Systems			
22 66 00 - Chemical-Waste Systems for Laboratory and Healthcare			



**NON-COLLUSIVE
AFFIDAVIT
BID # 24-PC-001**

Non-Collusive Affidavit

(Must Be Signed And Notarized)

(Company Name)

State of _____

County of _____

_____, being first duly sworn,
(company representative)

deposes and says:

That he is _____ who is the party making the
(a partner or officer of the firm, etc.)

foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against the **Hialeah Housing Authority** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, _____.

My Commission Expires on _____, _____.



BID # 24-PC-001

**CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO
EXECUTE BID/CONTRACT ON BEHALF OF COMPANY**

I, _____ certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Affix Corporate Seal:

By: _____

Title: _____

Date: _____



**BID # 24-PC-001
 APPROVAL OF SUBCONTRACTORS
 (If none used, so state below)**



NAME & ADDRESS PRIME CONTRACTOR:	CONTRACT DESCRIPTION:
---	------------------------------

SUBCONTRACTOR NAME:	FEIN#	ADDRESS	ANTICIPATED START DATE	ANTICIPATED COMPLETION

NOTE: PRIME CONTRACTORS SHALL NOT PERMIT ANY SUBCONTRACTOR TO START WORK ON THE PROJECT UNTIL THE SUBCONTRACTOR HAS BEEN APPROVED BY THE ARCHITECT / ENGINEER AND BY THE OWNER.

CERTIFICATION BY PRIME CONTRACTOR: EACH SUBCONTRACTOR LISTED ABOVE HAS ESTABLISHED HIS ABILITY AND RESPONSIBILITY TO PERFORM THE WORK TO WHICH THE SUBCONTRACTOR RELATES. EACH SUBCONTRACTOR HAS BEEN ADVISED OF THE NECESSARY CONTRACT REQUIREMENTS LISTED ON HUD FORM-5369 (*DAVIS BACON WAGE RATES, SECTION 3, ETC*). ALL APPLICABLE PROVISIONS, INCLUDING THOSE CONCERNING LABOR AND EQUAL OPPORTUNITY EMPLOYMENT, INCORPORATED IN MY PRIME CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT WILL BE INCORPORATED IN EACH SUBCONTRACT. THE SUBCONTRACTORS LISTED ABOVE HAVE BEEN CHECKED AGAINST THE *U.S. GENERAL SERVICES ADMINISTRATION (GSA) LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS* AND IS NOT LISTED ON SUCH.

CERTIFICATION BY: _____ CONTRACTOR	APPROVED BY: _____ EXECUTIVE DIRECTOR, HIALEAH HOUSING AUTHORITY	DATE: _____
--	--	--------------------



**BID # 24PC-001
 APPROVAL OF MATERIAL SUPPLIERS
 (If none used, so state below)**



NAME & ADDRESS PRIME CONTRACTOR:

CONTRACT DESCRIPTION:

SUPPLIERS NAME:	ADDRESS	ANTICIPATED START DATE	ANTICIPATED COMPLETION

NOTE: PRIME CONTRACTORS SHALL NOT PERMIT ANY SUBCONTRACTOR TO START WORK ON THE PROJECT UNTIL THE SUBCONTRACTOR HAS BEEN APPROVED BY THE ARCHITECT / ENGINEER AND BY THE OWNER

CERTIFICATION BY PRIME CONTRACTOR: EACH SUBCONTRACTOR LISTED ABOVE HAS ESTABLISHED HIS ABILITY AND RESPONSIBILITY TO PERFORM THE WORK TO WHICH THE SUBCONTRACTOR RELATES. EACH SUBCONTRACTOR HAS BEEN ADVISED OF THE NECESSARY CONTRACT REQUIREMENTS. ALL APPLICABLE PROVISIONS, INCLUDING THOSE CONCERNING LABOR AND EQUAL OPPORTUNITY EMPLOYMENT, INCORPORATED IN MY PRIME CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT WILL BE INCORPORATED IN EACH SUBCONTRACT.

CERTIFICATION BY:

 CONTRACTOR

APPROVED BY:

 EXECUTIVE DIRECTOR, HIALEAH HOUSING AUTHORITY

DATE:



Request for Payment





REQUEST FOR PAYMENT



GENERAL CONDITIONS

1. Hialeah Housing Authority shall pay the Contractor the price amount provided in the contract. The authority is responsible for making progress payments to the General Contractor.
2. Contractor shall furnish an original “Schedule of Amounts for Contract Payments”, (Form **HUD 51000**) for every request for payment, with a breakdown of the total contract price showing the amount included for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. This form must be certified by the Inspecting Architect as to the work completed and the amount requested.
3. Contractor must submit the above mention form not later than 10 days in advance of the date set for payment.
4. Hialeah Housing Authority shall have 30 days from submittal of the “Application and Certificate for Payment”, to make the payment.
5. Retainage of 10% will be held back on all partial payment.
6. Before the first request for payment and immediately after issuance of “notice of proceed”, Contractor must submit HUD Form-5372 Construction Progress Schedule, the Inspecting Architect shall review the schedule to determine that the scheduled dates and amount of work to be completed are reasonable and consistent with the construction contract. If acceptable, the Inspecting Architect shall sign the schedule and forward it to the authority for the approval of the Executive Director, before any payment is issued.
7. **Contractor request for payment. (3 Originals of each)**
Along with each request for payment, the Contractor shall furnish the following:
 - a) HHA Bi-Weekly/Monthly Progress Report
 - b) HUD-51001 Periodic Estimate for Partial Payment
 - c) Construction Progress Schedule HUD-5372
 - d) General Contractor Affidavit and Partial waiver of lien.
 - e) Subcontractor/ Materials suppliers Affidavit and Partial waiver of lien.

In addition, the General Contractor must submit the following documentation, if applicable:

 - a) HHA Proposal Request
 - b) HHA Change Order Form
 - c) HUD-51003 Schedule of Materials Stored
 - d) HUD-51004 Summary of Materials Stored



REQUEST FOR PAYMENT

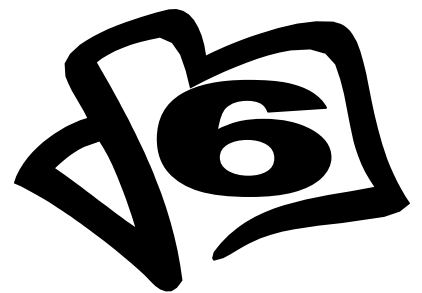


The Authority shall review each general contractor request for payment and shall approve it if the following conditions have been met:

1. The request does not include the amount to be retained (10%) by the Authority pursuant to the construction contract.
 2. The work covered by the payment has been performed, inspected and accepted in accordance with the construction documents.
 3. Changes from contractor and subcontractor.
-
8. Prior to making any payment, the Executive Director may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Executive Director determines such evidence is necessary to substantiate claimed cost.
 9. Contractor Payroll. The Contractor is responsible for paying prevailing wages rates to all employees engaged in work under the contract and ensuring that any subcontractors also pay prevailing wage rates.
 10. Hialeah Housing Authority shall make the final payment due the Contractor under a contract after:
 - a. A final project inspection.
Completion and final acceptance of all work. Must be approved by the Inspecting Architect and the Executive Director.
 - b. Presentation of the following:
 1. General Contractor Affidavit and Final waiver of lien
 2. Subcontractors Affidavit and Final waiver of lien.
 3. Material suppliers Affidavit and Final waiver of lien



Section 3 Instructions





Section 3 Business Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low or very low-income persons (Refer to income guidelines on page 3).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).





Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Hialeah Housing Authority (HHA) may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES **NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.





Section 3 Income Limits

Eligibility Guidelines

The worker’s income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

For eligibility, HHA uses the Low Income Limits Amount (80%).

**Individual Income Limits for Miami Dade County
FY 2023**

Income Limits Category	FY 2023 Income Limits
Extremely Low Income Limits (30%)	\$21,700
Very Low Income Limits (50%)	\$36,150
Low Income Limits (80%)	\$57,800

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker’s income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

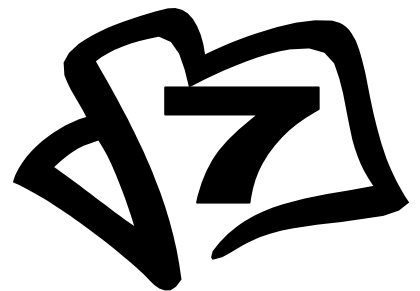
Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.





Federal Labor Standards Provisions



Applicability

The Project or Program 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.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



Specifications



Palm Center 240 East 1st Ave

The following applies to all projects performed under the regulations set forth by the Hialeah Housing Authority

Project:

Re-Roofing at Palm Center
240 East 1st Avenue
Hialeah, Florida 33010

GENERAL SCOPE OF WORK:

1. Contractor shall furnish and install a complete Flat roofing system in compliance with the requirements of the current Florida Building Code, and specifications provided by the Hialeah Housing Authority.
2. Contractor shall remove and discard any existing air conditioning stands and shall furnish and install current F.B.C. approved aluminum stands where required. *Permit and Approved Engineered Shop Drawings Required.*
3. Contractor shall furnish and install all electrical feeder connections for all existing air conditioning compressor units. *Electrical Permit Required.*
4. Contractor shall obtain a certificate from an electrical engineer to clarify and address all electrical items. All electrical conduits, disconnects, switches, outlets, etc. shall be brought up to current code. If any electrical work is to be performed, an electrical permit shall be required.
5. Contractor shall obtain all necessary electrical and plumbing permits to raise any service lines as required.
6. Contractor shall furnish a detailed schedule of work to be performed to the Hialeah Housing Authority once a Notice to Proceed has been issued.
7. Contractor shall be responsible to properly notify tenant within 48 hours of commencing any work. Such notification shall be made in writing and properly placed in front door of tenant. In addition, the Contractor shall send via fax a copy of the notification to the H.H.S. (Hialeah Housing Authority) 305-887-0997.
8. Upon commencing any work, Contractor will be responsible to visit the job site and become familiarized with the existing conditions of the building, including, but not limited to access routes, parking, delivery and storage areas. If any conditions deviate from the overall scope of work, Contractor shall notify the H.H.S. in writing within 7 calendar days prior to commencing work.
9. Contractor shall acquire all necessary permits and pass all required inspections from the Building Department and/or the Hialeah Housing Authority.
10. Contractor shall be responsible to properly secure and protect the construction site from theft, vandalism and possible work related damages to both existing structure and new construction. All path-up work performed shall match existing.
11. Contractors shall provide a safe working environment and comply, at a minimum, with OSHA standards to reduce and/or eliminate possible work related accidents.
12. Contractor shall be responsible to protect and safe guard against damages to all vehicles and landscape. If special arrangements need to be made, the Contractor shall notify the H.H.A. in writing within 7 working days prior to commencing work.
13. Contractor is responsible to keep the job site free from accumulation of waste material and rubbish. Before the end of each working day, the Contractor shall inspect and clean-up any debris from the work area. Contractor shall remove and discard all construction debris from site at the completion of the scope of work specified and prior to the final inspection.
14. The Hialeah Housing Authority reserves the right to disqualify and/or terminate any Contractor who does not meet all of the Hialeah Housing Authority's criteria and/or does not follow the specifications.

DEFINITIONS:

1. Roofing Terminology: Refer to ASTM D 1079 and glossary of NARCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

PROJECT CONDITIONS:

1. Weather Limitations: Proceed with installation only when existing forecasted weather conditions permit Flat and Shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.

PROTECTION:

1. Contractor shall be responsible for protection of property during course of work. Lawns, shrubbery, paved areas and building shall be protected from damage. Repair damage at no extra cost to Owner (H.H.A.)
2. Provide at site prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to building where directed by the Owner (H.H.A.)
3. Roofing, flashings, membrane repairs and insulation shall be installed and sealed in a watertight manner on same day of installation or before arrival of inclement weather.
4. Preparation work shall be limited to those areas that can be covered with installed roofing material on same day and before arrival of inclement weather.
5. At the end of each working day, removal areas shall be sealed with water stops along edges to prevent water entry.
6. Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface and equipment movement. Move equipment and ground storage areas as work progresses.
7. Provide and secure approved debris chute.
8. Remove dumpster from premises when full and empty at approved dumping area. Deliver empty dumpster to site for further use. Upon job completion, all dumpsters shall be removed from premises. Spilled or scattered debris shall be cleaned-up immediately. Remove material to be disposed from roof as it accumulates.
9. Sweep the yard, sidewalks, parking lot and driveways daily with a magnet.

DELIVERY, STORAGE AND HANDLING:

1. Contractor shall be responsible for storing materials in a dry, well-ventilated, weather tight location according to the manufacturer's written instructions and specifications.
2. Handle, store and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
3. Protect unused underlayment from weather, sunlight and moisture when left overnight or when roofing work is not in progress.

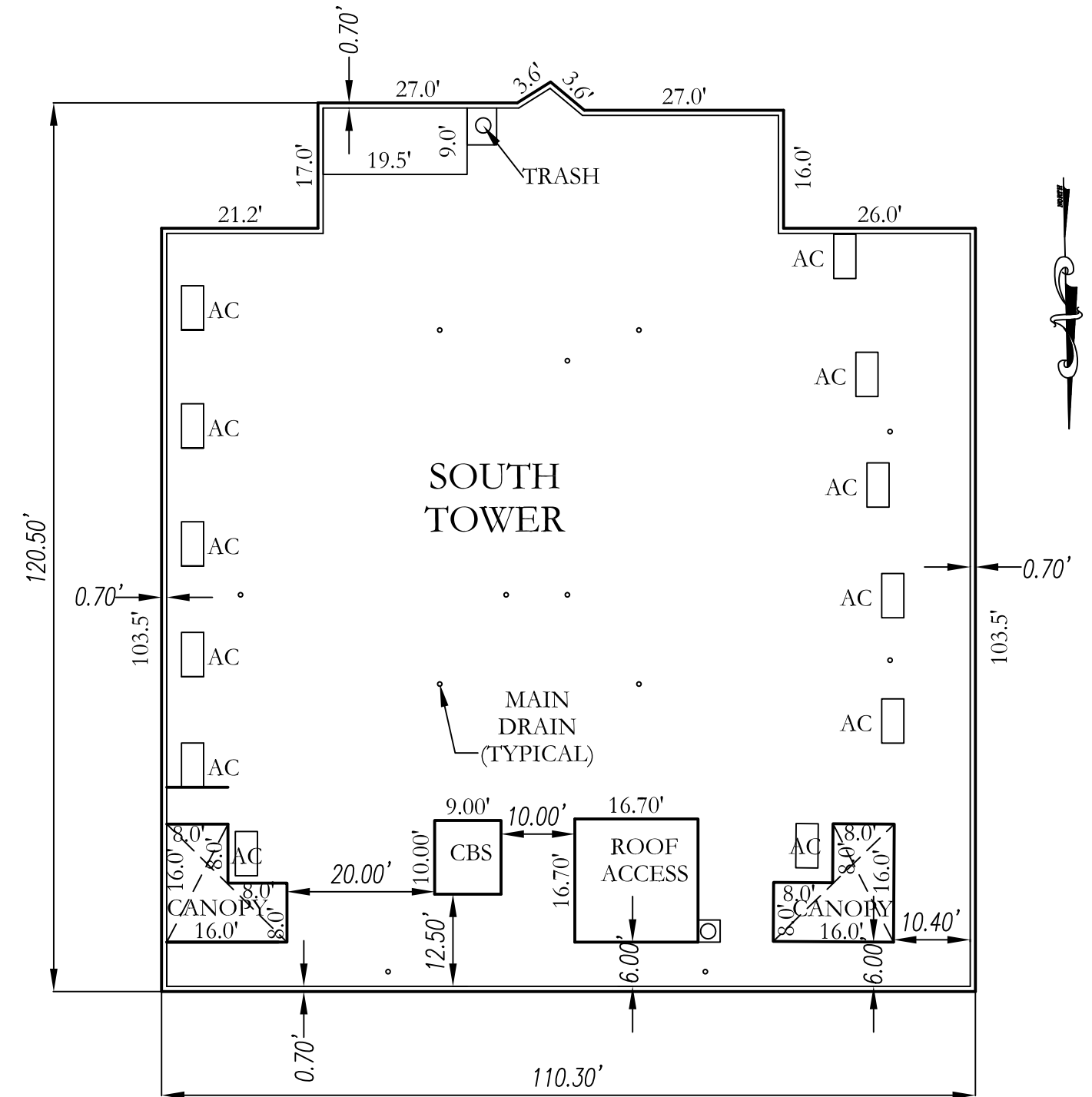
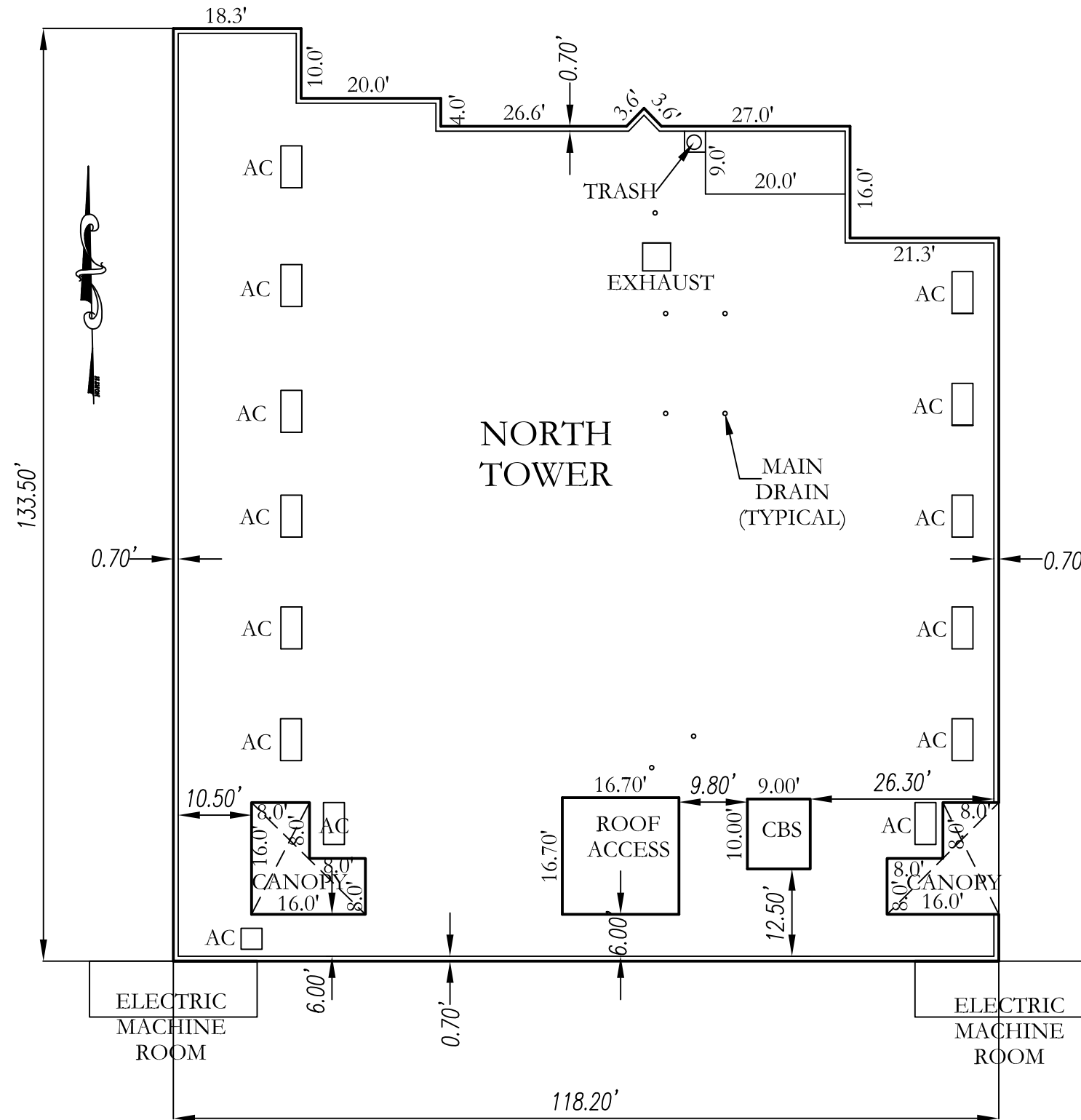
SCOPE OF WORK - FLAT:

1. Remove and discard all existing roofing materials, all metals, flashings, copping caps, pitch pans and other related components, including air conditioning metal stands.
2. Remove and discard all existing non-roofing materials including all concrete pavers.
3. Remove and discard all existing awnings. Frames to remain.
4. Remove and replace all existing trash chute vents with new ones.

5. Contractor shall remove and discard any existing air conditioning stands and shall furnish and install current F.B.C. approved aluminum stands where required to comply with minimum height and distance from perimeter. *Permit and Approved Engineered Shop Drawings Required.*
6. Contractor shall be responsible to disconnect all air conditioning units from existing feeders and reconnect as required. All Electrical and Mechanical work to be performed shall be permitted and inspected by the City of Hialeah Building Department. All connections shall be coordinated as work progresses.
7. Clean and remove any roofing debris from existing deck and apply a quick dry primer conforming to ASTM D 41.
8. Provide and install a tapered ISO Insulation system ¼" per foot to facilitate proper drainage installed with Foam Adhesive applied. Thickness of insulation shall match existing.
9. Provide and install a Fiberboard High Density insulation over ISO, installed with Foam Adhesive.
10. Provide and install can strips and tapered insulation crickets ½" slope to direct water to scuppers.
11. Provide and install an SBS or APP base sheet or equal, Self-adhere or torch applied.
12. Provide and install interplay if necessary to achieve manufacturer's warranty. Self-Adhere or Torch applied.
13. Provide and install SBS or APP cap sheet torch applied.
14. Provide and install flashing termination.
15. Provide and install metal flashings including scuppers and overflow scuppers.
16. Provide and install new stainless steel coping cap to all parapet walls.
17. Contractor shall submit engineered drainage calculations as part of permit package. A minimum of (12)-scuppers and down spouts will be required by H.H.A. Locations of such scuppers and down spouts shall be submitted to H.H.A. for approval.
18. Provide and install all new Chem Link or equal curbs to be filled with pourable sealer.
19. Provide Miami-Dade County approved pipe support stands spaced no more than 5'-0" on center.
20. Provide new gas vents where required.
21. All gooseneck vents shall be replaced. Gooseneck shall be of 26 gage galvanized metal.
22. All fasteners to be used shall be stainless steel.
23. Provide a minimum of 20 years, No Dollar Limit, labor and materials warranty.
24. Contractor shall furnish a detail schedule and be responsible to coordinate with other contractors to facilitate conjunction of work to be performed.
25. Provide debris chute and maintain premises clean at all time.
26. Contractor shall obtain an asbestos survey and DERM approval.
27. Contractor shall furnish engineered wind uplift pressure calculations.
28. Contractor shall furnish engineered drainage calculations.
29. Contractor shall be responsible to coordinate all inspections from H.H.A. and the Building Department in an orderly and timely fashion. No photos will be accepted as proof of work.

ROOF PLAN

SCALE: 1" = 20'



**PROPERTY ADDRESS: 240 EAST 1ST AVENUE,
HIALEAH, FLORIDA 33010**

FOLIO #: 04-3118-001-0642