PROJECT MANUAL
VOLUME I OF I
STUCCO
2012/13-3230-00-016

36-UNIT HOUSING PROJECT
355 E. 32ND ST
HIALEAH, FLORIDA 33010

OWNER

CITY OF HIALEAH
501 PALM AVENUE
HIALEAH, FLORIDA

ARCHITECT

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900 EAST 56TH STREET
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(305) 687-2620

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36-UNIT ELDERLY HOUSING PROJECT

STUCCO

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FEDERAL PROVISIONS

- Federal Labor Standards Provisions
- General Decision July 6, 2012 (FL120027 – Mod 4)
- Certification Receipt
- Section 3 Affirmative Action Plan
- Assurance of Compliance (Section 3, HUD Act of 1968)
- Bidder's Initial Section 3 Goals
- Contractor's Certification for Compliance with Section 109 of Public Law 100-202
- Certification of Non-Segregated Facilities
- Minority Utilization Commitment
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Contractor's Certification for Compliance with Equal Employment Opportunity/Affirmative Action Programs
- Certification Byrd-Anti Lobbying Amendment (31 U.S.C. 1352)
- Certification for Compliance with City, County, State, Federal Laws and Regulations

CITY OF HIALEAH
ADVERTISEMENT & INVITATION FOR BIDS

The City Clerk of the City of Hialeah, Florida, will receive sealed bids for the project entitled: **36 UNITS ELDERLY HOUSING PROJECT,** until **11:00 a.m. on Tuesday, January 15th, 2013**, at the Hialeah City Hall, 501 Palm Avenue, Third Floor, Council Chambers, Hialeah, Florida, at which time all bids will be publicly opened and read aloud.

36 UNITS ELDERLY HOUSING PROJECT

STUCCO (BID #2012/13-3230-00-016)

Contract documents, including drawings, technical specifications and proposal forms may be obtained from the Purchasing Department, located at City Hall, 501 Palm Avenue, Fourth Floor, Hialeah, Florida, or by calling 305-883-5846, or by emailing Luis Azan at LAzan@hialeahfl.gov. A fee of $10.00, non-refundable, per CD is required, payable to the City of Hialeah. Drawings may also be examined at the Construction and Maintenance Design Center, 900 East 56 Street, Hialeah.

This project, either in whole or in part will be federally assisted through the United States Department of Housing and Urban Development, and as such, bidders must comply with the Equal Opportunity Affirmative Action requirements, the Davis Bacon Act, as amended; the Copeland (anti-kickback) Act; the Contract Work Hours and Safety Standard Act, and all other applicable Federal, State, and local laws and ordinances. For questions/assistance and/or compliance with the Labor Standards Provision, contact Maggie Ramirez at 305-883-5898.

Bids shall be submitted in sealed envelopes and shall bear on the face, thereof, the bid number and the complete name and address of the bidder. Bids are to be based strictly upon contract documents and instructions herein with no deviations or alternates being considered at bid time, other than those specific requests on the proposal sheets.

Bid bond will be required. The bid surety will be in the amount of 5% of the bid or you may submit a certified check or bank draft payable to the City of Hialeah. Should the contractor fail to submit the bid bond, the bid will automatically be forfeited. **If the contract amount exceeds $ 200,000.00, Performance and Payment Bonds will be required** and should be in the amount of the contract, and must be submitted prior to the Notice to Proceed.

The City of Hialeah reserves the right to reject any and all bids, or to waive any informality in the bidding. Bids may be held by the City of Hialeah for a period not to exceed thirty (30) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

The City of Hialeah reserves the right to accept or reject bids on each item separately or as a whole.

City of Hialeah, Florida

Carlos F. Lopez
Acting Purchasing Director

Advertisement Date:
Friday, December 28, 2012

SUBMIT BIDS TO: CITY COUNCIL CITY OF HIALEAH 501 PALM AVENUE HIALEAH, FL 33010			CITY OF HIALEAH INVITATION TO BID TERM CONTRACT Bidder Acknowledgment
Page 1 of 3	Telephone Number (305) 883-5846	Mailing Date December 26, 2012	Bid No. 2012/13-3230-00-016
Bid will be opened: January 15, 2013 And may not be withdrawn within 30 DAYS after such date and time 11:00 A.M.		Bid Title 36 UNITS ELDERLY HOUSING PROJECT STUCCO	

All awards made as a result of this bid shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances	Reason for "no bid"	
NAME OF VENDOR	AREA CODE	TELEPHONE NUMBER
MAILING ADDRESS	BUSINESS ADDRESS	
CITY – STATE – ZIP CODE	WHEN REQUIRED, BOND OR CASHIER'S OR CERTIFIED CHECK IS ATTACHED IN THE AMOUNT OF $ _____	
I certify that this bid is made without prior understanding agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (TYPED) TITLE	

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope) The face of the envelope shall contain, in addition the above address, the date and time of bid opening and the bid title. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain a manual signature of authorize representative in the space provided above the company name and bid title must also appear on each page of the bid as required.

2. NO BID: If not submitting a bid, respond by returning this form, marking it "No Bid", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the bid mailing list. Note: To qualify as a respondent, bidder must submit a "No Bid" and it must be received no later than the stated bid opening date and hour.

3. BID OPENING: Shall be at a public opening commencing at the regular time and date specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. Bid files may be examined during normal working hours by appointment.

4. PROOF OF CAPABILITY: The bidder may be required before the award of any contract, to show to the complete satisfaction of the City Council that he has the necessary facilities, ability and financial resources to perform the bid requirements in a satisfactory manner and he may be required to show past history and references which will enable the City Council to satisfy itself as to his qualifications

5. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the bidder uses any design, device, or materials covered, by letter, patent or copyright, if is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.

6. RATE OF WAGES: When applicable, the rate of wages for work covered by a public contract for those employed by any contractor or subcontractor, shall not be less that the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.

7. PRICES TERMS AND PAYMENT: Firm prices shall be quoted: typed or printed in ink and include all packing, handling and shipping charges, unless otherwise stipulated. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

(a) TAXES: A bidder or proposer shall include all applicable taxes in its bid or proposal. A bidder or proposer will not be excused from payment of state sales or transportation taxes or other applicable taxes, unless the bid form specifically provides for an option for a bidder or proposer to claim a tax exemption. A bidder or proposer shall not base a bid or proposal price on an assumption that that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the bidder or proposer.

(b) DISCOUNTS: Bidders may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

(c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

(d) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers, where applicable, shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

(e) SHIPPING CHARGES: When items are to be delivered or shipped to the City of Hialeah, bid shall reflect that these items are F.O.B. destination.

(f) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

(g) INVOICING AND PAYMENT: The contractor shall be paid upon submission of a property certified invoice to the ordering agency at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of the goods. Contractor(s) shall insure that the invoice is legible, submitted with the correct price(s) and include the purchase order number.

8. MANUFACTURES' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number and indicate any deviation from the specifications. YOUR BID, LACKING ANY WRITTEN INDICATION OF INTENT TO QUOTE AN ALTERNATE BRAND, WILL BE RECEIVED AND CONSIDERED AS A QUOTATION IN COMPLETE COMPLIANCE WITH THE SPECIFICATIONS.

9. AWARDS As the best interest of the City may require the right is reserved to make award(s) by individual item, groups of items, all or none, or a combination thereof, to reject any and all bids or waive any minor informality or technicality in bids received

10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, and descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with these requirements are subject to rejection.

11. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and title. Failure to comply with this condition will result in bidder waiving his right to dispute the bid specifications.

12. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

13. SAMPLES: Samples of items, when called for must be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid title and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Hialeah.

14. NONCONFORMANCE TO CONTRACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date (s) in bid, purchase order or specifications may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

   (a) Supplier's name being removed from the City's vendor mailing list.
   (b) All City departments being advised not to do business with the supplier without written approval from City Purchasing.

15. INSPECTION ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering department of the City, unless loss or damage results from negligence by the City.

16. RESTRICTIONS: In the event any restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item(s) or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify City Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City

17. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Hialeah.

18. CANCELLATION: All contract obligations shall prevail until the end of each City fiscal year, September 30th. For the protection of both parties, this contract may be canceled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

19. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal quantity requirements arise, the City reserves the right to solicit separate bids thereon. Such bids shall be solicited only upon prior approval of City Purchasing.

20. EXTENTION: The City reserves the option to extend the period of this contract or any portion thereof, for an additional contract period. Extension of the contract period shall be by mutual agreement in writing.

21. ADVERTISING: In submitting a proposal, bidder agrees not to use the results there from as a part of any commercial advertising.

22. SUMMARY OF TOTAL SALES: The bidder agrees to furnish City Purchasing a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions. Written justification must be submitted with this bid if this requirement cannot be met.

23. LIABILITY: The supplier shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. EQUAL EMPLOYMENT OPPORTUNITY: The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this invitation to Bid, General Conditions.

25. SPECIFICATION SILENCE: Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretation of the Specifications shall be made upon this statement.

26. CONDUCT OF OPERATIONS: If providing maintenance service, the contractor shall conduct its operation in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to the public; keep the sound level of its operation as low as practicable; and within reason, control the conduct and appearance of its employees, invitees and of those doing business with it. Upon objection from the City concerning conduct, demeanor and appearance of any persons, the contractor shall immediately take all reasonable steps to remove the cause of the objection.

27. ASSIGNMENT OF ANTI-TRUST CLAIMS TO CITY: Bidders who are dealers, distributors, etc. and who are offering commodities manufactured by others shall complete the attached assignment form and return it with their bid. Failure to agree to this assignment shall subject the bid to rejection.

NOTE: THE GENERAL CONDITIONS, AS ITEMIZED, AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES, AND THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE BIDDER AS ARE CONTAINED HEREIN.

CITY OF HIALEAH

BY: _____

DATE: _____

CONTRACT/PURCHASE ORDER NUMBER

BID NO: _____

BID TITLE: _____

_____

EFFECTIVE: _____

INSTRUCTIONS TO BIDDERS

SEALED BID MAILING ADDRESS

Each bid returned to this office must have clearly marked on the face of the envelope the following information:

1. **Sealed Bid Number**
2. **Opening Date of the Bid**
3. **Title of the Bid**
4. **Bidder's Firm Name**

****THE ENCLOSED BID RETURN ENVELOPE SHOULD BE USED WHENEVER POSSIBLE. BID NOT COMPLYING WITH THE ABOVE INSTRUCTIONS WILL NOT BE CONSIDERED.**

The forms listed below, included with documents from the City of Hialeah, must be completed and submitted along with the **Proposal** on the bid due date:

ASSIGNMENT
BID BOND
INVITATION TO BID/ TERM CONTRACT
DISCLOSURE AFFIDAVIT
NON COLLUSION AFFIDAVIT
STATEMENT OF BIDDER'S QUALIFICATIONS
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

The Bidder must furnish a statement giving a complete description of all points wherein the equipment he proposed to furnish does not comply with the specifications. Failure to furnish such a statement will be interpreted to mean that the vendor agrees to meet all requirements of the specifications.

Bidder will state delivery time in his proposal. Also, Bidder will include in the proposal form, days required to complete each stage of work.

All quotations and proposal must be signed and all appropriate spaces with the Firm name and by an officer of employee having authority to bind the Company or Firm by his signature.

To be retained on the Active Bidders list, bidder MUST respond to this Invitation To Bid. To protect your status as an active bidder, please complete and return the Bidder's Acknowledgment Form of the bid proposal indicating reason for "NO BID" at this time. Failure to respond to bid invitations could result in automatic removal from the bidder's list.

The City of Hialeah reserves the right to accept or reject bids on each item separately, or as a whole.

GENERAL TERMS AND CONDITIONS OF INVITATION TO BID

CONTENTS OF BID

A. GENERAL CONDITIONS

Bidders are required to submit their proposals in conjunction with the following express conditions:

1. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City, or the compensation to the vendor.

3. Bidders are advised that all City contracts are subject to all legal requirements provided for in City Ordinances, the Purchasing Ordinance, and/or State and Federal Statues.

B. DESCRIPTION OF SUPPLIES

1. Any manufacture's names, trade names, brand names, or catalog numbers used in these specifications are for the sole purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturers' items of equal quality.

2. Bidders are required to state exactly what they intend to furnish. Otherwise they shall be required to furnish the items as specified.

3. When bidding an approval equal, bidders will submit with their proposal, two (2) complete sets of necessary data (factory information sheets, specification, brochures, etc.) in order for the City of Hialeah to evaluate and determine the quality of the bid item(s).

4. Bidders must indicate any variances to the Specifications, Terms and Conditions, no matter how slight.

5. The City of Hialeah shall be the sole judge of equality and its decision shall be final.

C. VARIANCES IN TERMS AND CONDITIONS

Where there appears to be variances or conflicts between these General Terms and Conditions and the "Special Conditions" outlined in the Bid Package, Special Conditions in the Bid Package shall prevail.

D. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specification or other bid documents or any part thereof, the bidder may submit to the Purchasing Agent on or before the (10) days prior to scheduled bid opening request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued by the City of Hialeah. A copy of such Addendum will be mailed to each bidder receiving an invitation to Bid. The bidder, in turn, shall acknowledge receipt of the Addendum by signing the Addendum and including it in the Bid Proposal. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

E. Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information, not to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification(s) for any item. If bids are based on equivalent products, indicate any deviations from the specifications. Your bid, lacking any written indication of intent to quote an alternate brand, will be received and considered as a quotation in complete compliance with the specifications.

BIDDERS INFORMATION

PROJECT DESCRIPTION

The City of Hialeah Construction and Maintenance Department is proposing to build a new 36 unit apartment complex for the elderly at 355 E. 32nd Street. The complex will be composed of 1 building – 6 stories high.

PROJECT DURATION:

The project has to a total duration of 12 months. It will start approximately at the beginning of July 2012 and should be completed by July 2013. Once the shell is completed all other work must follow and be done in about 6 months. Contractors must provide sufficient manpower to assure that their work complements an overall schedule. Meaning, work may be running concurrently, at different stages, in the building.

AWARDING OF BIDS:

City reserves the right to accept or reject bids on each building separately.

The City of Hialeah shall use the following criteria in awarding bids:
80% Price, 10% Experience, 10% Manpower ad Capability to Perform Job

The City, at its sole discretion, may conduct an oral interview for the top 3 ranked bidders. If an oral interview is granted, bonus points will be given up to 5% based on the results of the interview.

CITY PROVIDED ITEMS:

1. Plumbing fixtures as noted on the plumbing fixture schedule. All other necessary items required for the operation of the complete plumbing system will be the responsibility of the plumbing contractor.
2. Air handlers and condensing units including mini-split systems. All other necessary items required for the operation of the complete mechanical/HVAC system will be the responsibility of the mechanical/HVAC contractor.

TRADES AWARDED

The City of Hialeah will be acting as the general contractor. Construction will be accomplished under separate contracts for each trade and coordination of the work will be the responsibility of the Project Manager. The following items will be presented for public bid.

Shell	Doors and Hardware	Cabinetry and Millwork
Plumbing	Stucco	Windows and Glass Doors
Electrical and Fire Alarm	Roofing	Hurricane Shutters (Accordion)
Fire Protection	Painting and Waterproofing	Elevators
Mechanical/HVAC	Ceramic and Porcelain Tile	Framing and Drywall

CITY of HIALEAH

36 UNIT ELDERLY HOUSING PROJECT

GENERAL CONDITIONS

PART 1

1.01 DESCRIPTION

The City of Hialeah is proposing to construct a 36 Unit Elderly Housing Complex located at 355 E. 32nd Street. The 6 story building will include 35 one bedroom units, a multi-purpose room, laundry rooms, storage rooms, garbage rooms, elevators & electrical rooms.

1.02 CONTACT INFORMATION

City of Hialeah
Construction & Maintenance Dept.
Luis Azan – Project Manager
lazan@hialeahfl.gov
Phone (305) 687-2620
Fax (305) 687-2642

All questions must be in writing & faxed to the City, no later than 7 days prior to the bid due date

1.03 OMISSIONS

A. The apparent silence of the specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

B. All items not specifically mentioned in Specifications or noted on the Drawings but which are obviously necessary to make a complete working installation shall be included.

C. **The contractor, as an expert in his profession, must carefully review the plans and bring forth any discrepancies, omissions, deletions and items not in accordance to the building code which may cause change orders, before the bid due date.**

1.04 SUBSTITUTIONS

A. Where equipment and materials are specified or designated on drawings by trade names and catalog numbers, the intent is to establish a standard of quality, appearance, performance and dimension. Materials and equipment of other manufacturers will be considered, provided they are equals in all respects to that specified; however, it will be the Contractor's responsibility to demonstrate equality of substitution with materials or equipment specified by the Architect/Engineer.

B. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and reasons thereof shall be submitted to the Owner for review and approval **10 calendar days** before the bid due date. No such departures shall be made without the prior written approval of the Owner.

1.05 LICENSE, PERMITS AND FEES:

The bidder shall obtain and pay for all licenses, permits* and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the bidder for failure to obtain required licenses; permits or fines shall be borne by the bidder.

***The City of Hialeah will pay for the Master, Plumbing, Electrical, Fire Protection and Mechanical/HVAC permits as required by the City's building department. All other required permits will be the responsibility of the trade contractor.**

1.06 INSURANCE

A. Refer to bid documents. (Volume I)

B. Contractor shall submit a certificate of insurance, before commencing work, naming the **City as an additional insured.**

1.07 WORK PROGRESS

A. The contractor shall not enter the City's work premises nor commence any work until a "Notice to Proceed" have been issued.

B. The workday shall start at 7:00 a.m. and end no later than 5:00 p.m. Any deviations from this schedule must be pre-approved by the Construction Supervisor.

C. Contractor to begin each stage of the work as requested by the Construction Supervisor. The minimum notice to begin shall be forty-eight (48) hours.

D. Contractor to complete each stage of the work within the time stipulated on the proposal sheet or as agreed to with the Construction Supervisor.

E. Contractor must provide sufficient manpower to assure that their work complements an overall schedule. The duration for each building is estimated at 10 months. Every three months a new building will be started. Meaning, work may be running concurrently, at different stages, in all buildings.

1.08 SUPERVISION AND SKILLED WORKMEN

A. A company regularly engaged in this type of work shall install all work. Experienced and qualified personnel shall perform the work.

B. The Contractor shall place a competent superintendent on the job at commencement of work and he shall keep the same superintendent, foreman and key workmen throughout the job as long as possible.

1.09 DISCLOSURE

Contractor will submit a list of all subcontractors and material suppliers delivering to the job site together with the first payment request.

1.10 PRICES

A. Prices proposed by the Contractor shall remain firm during the contract.

B. Separate Prices: The Contractor shall submit a base price, unit prices, special item prices or alternate prices, as listed on the Proposal Form, requested by the Architect or City of Hialeah, or specified herein.

1.11 PAYMENTS

A. Contractor shall submit invoices showing the City assigned purchase order number for this contract.

B. Partial payment shall be made based on actual work completed less ten percent (10%) for retainage after approval by the Construction Supervisor. Partial "Release of Liens" must be submitted together with requests for partial payments. The actual payroll needs to be presented once the project has started **together** with requests for payments. The payroll

wage decision certification needs to be submitted at bid opening. The information such as minority utilization, job openings and staffing should also be submitted at bid opening.

C. Final payment shall be made after all the following have been completed:

1. Satisfactory completion of all work.
2. All punch list items are completed.
3. Submitted all final releases of liens.
4. Executed assignment form.
5. Contact information for all guarantee / warranty items (including name, address, phone #, etc.)
6. Operation and maintenance manuals.
7. Warrantee Affidavit

1.12 LIQUIDATED DAMAGES

Upon failure to begin or complete the project or each stage of the work in accordance with the contract documents, proposal, and to the satisfaction of the City within five (5) working days of the time allowed, the bidder may be subject to charges for liquidated damages in the amount of $ **500.00** for each and every calendar day the work remains incomplete. As compensation due the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work, the City shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such items if the costs incurred exceed the amount due to the bidder.

1.13 DEFINITIONS

PROVIDE means furnish and install.

1.14 GUARANTEES

A. All materials and equipment shall be guaranteed for a minimum period of one (1) year from date of final acceptance thereof against defective materials, construction, or workmanship. Upon receipt of notice from the Owner or Project Manager of the failure of any part during the guaranteed period, the affected part or parts shall be replaced promptly with the new parts, by the Contractor, with no additional costs to the Owner for labor or parts.

B. All manufacturer warranties shall be presented to the City along with final payment.

1.15 SUBMITTALS

A. Submit 5 sets of shop drawings for review as described in General Conditions. Shop drawings for the entire project ar not required to be submitted at one time. However, shop drawings for each system shall be submitted in one package – complete for that system. **Two additional sets must be submitted (signed and sealed) only if they are necessary to be presented to the building department for approvals.**

B. Each package of shop drawing shall be bound as a unit, either in a 3-ring notebook or other suitable type of binder and labeled on the front cover with the contents. Each package of shop drawings shall contain a first sheet with the project name, location, date submitted, name and address of the Contractor, name and address of the equipment distributor and a list of the contents. Opposite each type of equipment (or system) shall be the manufacturer's name. The equipment data sheet shall appear in the same order as they are listed in the contents.

C. The submittal drawings shall include complete specifications for every item including materials, finish, dimensions, fabrication details, installation instructions, standard compliance and UL approval. Where a data sheet contains details covering various sizes or ratings of equipment – only one of which is being submitted - the only one being submitted shall be clearly marked.

1.16 FIELD MEASUREMENTS AND SITE INVESTIGATION

A. The Contractor shall have visited the job site before bidding and ascertained all existing conditions which will affect his work. Failure to do so will not be accepted as a reason for requesting extra pay in the event that existing conditions result in extra materials or labor.

B. Any existing conditions found by the Contractor, which will adversely affect the work shall immediately be brought to the attention of the Project Manager.

1.17 COORDINATION WITH OTHER TRADES

The plans are generally diagrammatic and the Contractor shall coordinate his work with the work of other trades so that interference's between conduits, piping, equipment, architectural, and structural work will be avoided. All necessary offsets in raceways, fittings, etc., required to properly install the work shall be furnished so as to take up a minimum space and all such offsets, fittings, etc., required to accomplish this shall be furnished and installed by the Contractor, as part of his work, without additional expense to the Owner. In the event of conflict, the Owner's authorized representative is to decide which equipment, piping, etc. must be relocated regardless of which was installed. Cutting and patching to relocate work shall exactly match original finishes, and shall be at this Contractor's expense.

1.18 COORDINATION WITH OTHER UTILITIES

Installation of underground ducts and conduits for power and telecommunications services shall be thoroughly coordinated with other utilities on the site. Duct and conduit sizes and material types shall be as shown on the drawings. Details of routing, burial depth, size of bends and termination at each end of service shall be verified on the job site.

1.19 RULES OF LOCAL UTILITY COMPANIES

Rules of local Utility Companies shall be complied with. Before submitting his bid, Contractor shall check with Utilities companies supplying services to this installation and shall determine equipment, etc.; he will be required to install and shall include cost of it in Bid.

No extra payment will be made for the installation of such items, except in cases where the requirements of the Utility Companies change after the Contractor has submitted his Bid.

1.20 UNDERGROUND SERVICE LINES

The Contractor shall be responsible to request from appropriate Utility Companies physical locations of all underground lines. Contractor shall be responsible for repairs of any broken service line as a result of his work activities.

1.21 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted services at all times by the Bidder during the term of this contract; and the Bidder shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by reason of the Bidder's on the property.

1.22.1.1 RECORD DRAWINGS

Maintain a complete set of prints for indicating all changes. Use red ink to mark all changes and deliver a set to the Construction Supervisor upon completion of the project construction. This set of blue line prints shall be stamped "As Built", dated and signed in ink by the Contractor.

1.23 EQUIPMENT MANUAL AND OWNER INSTRUCTIONS

Upon completion of the work, the Contractor shall prepare and deliver to the Construction Supervisor three (3) complete sets of operation and maintenance manuals for each electric signal, control, and communication system installed. Manual shall consist of detailed drawings catalog sheets for each component, replacement parts list, maintenance instructions and description of system operation. The Contractor shall provide qualified instructors for a minimum of twenty-four (24) hours of instruction to designated Owner personnel in the operation and maintenance of all systems.

1.24 SAFETY

The Contractor shall follow all OSHA regulations and encourage safety in the work place. Workers must have the proper safety equipment (hard hat, shoes, safety glasses, etc...) at all

times. Any worker that does not comply with these requirements will be asked to leave the job site.

1.25 CLEAN UP

All useable material and debris shall be removed from the premises at the end of completion of each stage of the work, or sooner as requested by the Construction Supervisor.

1.26 CITY WILL PROVIDE :

Temporary Water	Plumbing Fixtures
Temporary Power	Air Handlers and Condensing Units
Trash Dumpster	Mini-split systems
Temporary Bathroom Facilities	

CITY of HIALEAH

36 UNIT ELDERLY HOUSING PROJECT

STUCCO

SUMMARY OF WORK

Responsibilities of the Stucco Contractor include the complete stucco systems of the apartment building including but not limited to:

- **Supply Labor and Materials for the exterior Stucco finish (scratch, brown and finish coats)**
- **Supply Labor and Materials for the Stucco finish (scratch, brown and finish coats) at the stairs, the trash room, the trash room compartment on each floor, the elevator room, the storage rooms, and any other room as shown on drawings**
- **Supply Labor and Materials for all corner beads, reveals, plaster stops, wire lath and any component required for the completion of the exterior stucco**
- **Use corner beads at all corners, windows, doors and openings**
- **Supply all the necessary equipment to perform the work including delivery and distribution of materials**
- **Apply bonding (blue) to all smooth surfaces**
- **Safety Equipment as per OSHA standards**
- **All equipment necessary to perform work**
- **Cutting and Patching**
- **Clean up and debris removal**
- **Repair all necessary items on punch list**

PROPOSAL

36 Unit Elderly Housing Project

STUCCO

BID NO. 2012/13-3230-00-016

BIDDER'S NAME:_____

ADDRESS:_____

_____

PHONE NO:_____

AUTHORIZED REPRESENTATIVE:_____

TITLE_____SIGNATURE_____

STUCCO* **$**_____

***As per plans and specifications.**

Phase of Work	Days to Complete
Moblilization	_____
Set up Scaffolding	_____
Install Corner Beads and Reveals	_____
Apply Scratch Coat (Building Exterior)	_____
Apply Brown Coat (Building Exterior)	_____
Apply Finish Coat (Building Exterior)	_____
Apply Stucco Coat (Interior Rooms)	_____
Touch up/Punch List	_____
Total Number of Days	_____

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances and property of every description, connection therewith. He shall specifically and distinctly assume, all risks of damage or injury to property or persons used or employee on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage(s) required as indicated on Insurance Check List are part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> "The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000 for each occurrence with an aggregate of $1,000,000 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.
>
> The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.
>
> It is understood and agreed that _____ (Firm Name) is at all times herein acting as an independent contractor.

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.
The minimum limits of General Liability Insurance are prescribed as follows:

1. GENERAL LIABILITY

   $1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

   $1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

   (including Primary Coverage's)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

$100,000 for injury to one person $50,000 per occurrence
$300,000 per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possess.

SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them, as he is, for acts and omissions of persons directly employed by him.

PROTECTION

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

INSURANCE EXCEPTION

If bidder does not meet the insurance requirements of the specification, alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE $ 1,000,000.**

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;

b. Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,

b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

Broad Form Property Damage Liability Coverage Including Completed Operations

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.

2. Except with respect a liability under a written sidetrack agreement or the use of elevators.

   a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.

   b. To tools or equipment while being used by the insured in performing his operations.

   c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.

   d. To that particular part of any property, not on premises owned by or rented to the insured.

      (i) Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,

      (ii) Out of which any property damage arises or,

      (iii) The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.

3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

   To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeaver" as well as"...but failure to mail such notice shall impose no obligation or liability of any find upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

INSURANCE CHECK LIST

BID NO. 2012/13-3230-00-016

	INSURANCE	LIMITS
X	1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA.
X	2. GENERAL LIABILITY PREMISES OPERTIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	BODILY INJURY PROPERTY DAMAGE $1,000,000 SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
X	3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X	4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X	5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$100/300,000 $50,000 EACH OCCURRENCE
	6. UMBRELLA LIABILITY	$1,000,000 INCLUDING PRIMARY COVERAGE
	7. GARAGE LIABILITY	$100/300,000 $50,000 EACH OCCURRENCE
	8. GARAGE KEEPER'S LEGAL LIABILITY	$50,000 EACH OCCURRENCE
X	9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY TO *ALL* OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
	10. TEACHERS PROFESSIONAL LIABILITY	$100/300,000 $50,000 EACH OCCURRENCE
	11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED	
	12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

_____ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED

_____ 14. FIRE LEGAL LIABILITY

_____ 15. OTHER INSURANCE AS INDICATED BELOW:
Builders Risk Complete Value Policy

__X__ 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED

__X__ 17. BEST'S GUIDE RATING A:X OR BETTER OR ITS EQUIVALENT

__X__ 18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE

__X__ 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

BIDDER AND INSURANCE AGENT STATEMENT:
We understand the Insurance Requirements of these specification and that evidence of insurability may be required within five (5) days after bid opening.

_____	_____
Bidder	Insurance Agency
_____	_____
Signature of Bidder	Signature of Bidder's Agent
_____	Agent's Errors and Omissions Policy:
Signature of Florida Resident Agent	
_____	_____
Name and Location of Agency	Policy Company Expiration Amount of Number Date Coverage

ASSIGNMENT

For, and in recognition of, good and valuable considerations, receipt of which is hereby acknowledged, _____,
Company Name

acting herein by and through _____,
Individual Name

its _____ and duly authorized agent,
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida all rights, title and interest in and to all cause of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to_____
Identity of City Contract

_____
Date

_____
Name

_____
Signature

_____
Title

_____
Name of Company

STATEMENT OF BIDDER'S QUALIFICATIONS

In order to assist the City of Hialeah in determining whether the Bidder is qualified to do the work set forth in the Bid Proposal, he shall furnish hereunder a list of references who are qualified to judge as to his financial responsibility and his experience in work of a similar nature upon which he is bidding.

_____

_____

_____

_____

_____

The Bidder shall list the facilities or equipment that is available for use in case his bid is accepted.

_____

_____

_____

_____

The Bidder shall list the full names and residences of person and firms interested in the foregoing bid, as principals.

_____

_____

_____

The Bidder shall list the name of the executive who will give personal attention to the work.

_____

The Bidder shall list a record of his previous contracting experience.

The Bidder shall list the names and addresses of his subcontractors.

END OF STATEMENT OF BIDDER'S QUALIFICATIONS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partner, own agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to sub a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid price or the Bid price any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)_____

_____
(Title)

Subscribed and sworn to before me

This ____ day of _____, 200 _____

Title _____

_____

_____
(Title)

My commission expires _____

PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT

I _____ being first duly sworn, state:

The full legal name and business address* of the person or entity contracting or transacting business with the City of Hialeah are:

_____

_____

_____

Phone Number: _____ Fax Number: _____

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

_____

_____

_____

The full legal names and business address* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

_____

_____

Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. All vendors and bidders must be an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. This requirement also applies to limited liability companies, partnerships, limited partnerships, joint-ventures, etc.

_____ _____

LEGAL SIGNATURE OF AFFIANT (Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____ , _____

Notary Public - State of: _____

My Commission Expires: _____

_____

Print/Type and Stamp commissioned name of Notary Public **NOTARY SEAL**

Personally known __ or Produced Identification ___
Type of Identification Produced _____

****Post office box addresses are not acceptable.**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes,** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 200___.

Personally known _____

OR Produced Identification _____

_____
(Type of identification)

_____

Notary Public - State of _____

_____
(Printed typed or stamped
commissioned name of notary public)

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 1(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 sub paragraph (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

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008
OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

PAYROLL NO | FOR WEEK ENDING | ADDRESS | PROJECT AND LOCATION | PROJECT OR CONTRACT NO

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O/T OR ST	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____
(Contractor or Subcontractor) on the

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____ _____ and ending the _____ day of _____ _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____
(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C F R Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat 108 72 Stat 967 76 Stat 357 40 U S C § 3145) and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth herein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor

Employment Standards Administration

Wage and Hour Division (WHD)

Printer-Friendly Version

ESA OFCCP OLMS OWCP

WHD U.S. Wage and Hour Division

To promote and achieve compliance with labor standards to protect and enhance the welfare of the nation's workforce

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1215-0149, Expires 12/31/2011.
  Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

eneral: Form WH-347has been made available for the convenience of contractors and subcontractors required by eir Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly ed out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls omitted in connection with contracts subject to the Davis-Bacon and related Acts.

lle completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing k on Federally financed or assisted construction contracts to respond to the information collection contained in 29 R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) ire contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the truction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and plete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate e work performed. DOL and federal contracting agencies receiving this information review the information to mine that employees have received legally required wages and fringe benefits.

the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may t either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

yroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic r as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of nce on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and d as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow

ctor or Subcontractor: Fill in your firm's name and check appropriate box

s: Fill in your firm's address.

No.: Beginning with the number "1", list the payroll number for the submission.

k Ending: List the workweek ending date

- Printer Version

Project and Location: Self-explanatory

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e g last four digits of worker's social security number) on each weekly payroll submitted

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable oxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a eek as "overtime"

olumn 5 - Total: Self-explanatory

olumn 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual urly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight ne hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, 12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly mputing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus y cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See inge Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for ertime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to ying no less than the predetermined rate for the classification which an individual works, the contractor must pay ounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit ns, funds or programs or shall pay as cash in lieu of fringe benefits See "FRINGE BENEFITS" below.

umn 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus 3.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction ect during a week in which $420.00 was earned on all work.

mn 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are ved, use the first four columns and show the balance deductions under "Other" column; show actual total under l Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" n. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross and indicate that deductions are based on his gross wages

nn 9 - Net Wages Paid for Week: Self-explanatory

s - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

ment Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, tement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a ossible imprisonment of not more than 5 years, or both Accordingly, the party signing this statement should nowledge of the facts represented as true

1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions If all deductions made are adequately described in the "Deductions" column above, state "See Deductions

- Printer Version

column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c)

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c)

se of Section 4(c), Exceptions:

ny contractor who is making payment to approved plans, funds, or programs in amounts less than the wage termination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe nefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and ter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly ount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the determined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours rked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. er the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See agraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

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lic Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of mation, including time for reviewing instructions, searching existing data sources, gathering and maintaining the needed, and completing and reviewing the collection of information. If you have any comments regarding these ates or any other aspect of this collection of information, including suggestions for reducing this burden, send to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution ue, N.W.,Washington, D.C. 20210.

In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which ay download for free at www.adobe.com/products/acrobat/readstep2 html. To save the completed forms on orkstation, you need to use the "Save As" method to save the file.
ample, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a to be displayed, from which you will select the proper save option -- depending upon which browser you are

For Microsoft IE users, select "Save Target As"
For Netscape Navigator users, select "Save Link As"

u've selected the proper save option for your browser, and have saved the file to a location you specified, go program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it In Acrobat®.

General Decision Number: FL120027 07/06/2012 FL27

Superseded General Decision Number: FL20100126

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	02/03/2012
3	02/17/2012
4	07/06/2012

CARP0079-001 04/01/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 22.20	6.67

ELEC0349-001 09/05/2011

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls		
Electrical contracts including mateials that are over $2,000,000.....	$ 30.11	8.96
Electrical contracts including materials that are under $2,000,000.....	$ 27.15	8.64

ELEV0071-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 38.84	23.535+a

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day, plus the Friday after Thanksgiving.

ENGI0487-001 01/01/2010

	Rates	Fringes
OPERATOR: Backhoe/Excavator	$ 21.00	8.75
OPERATOR: Concrete Pump, Truck Mounted		
Trailer Mounted	$ 20.44	8.75
Truck Mounted	$ 26.21	8.75
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity; Boom Truck	$ 28.05	8.75
Yard Crane, Hydraulic Crane, Cpacity 15 Ton and Under; Boom Truck	$ 21.00	8.75
OPERATOR: Mechanic	$ 21.00	8.75
OPERATOR: Oiler	$ 20.00	8.75

IRON0272-003 10/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	$ 23.94	5.93

PAIN0365-003 08/01/2010

	Rates	Fringes
PAINTER: Roller, Spray, and Steel (Excludes Drywall Finishing/Taping)	$ 16.00	6.20

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* SFFL0821-001 07/01/2012

	Rates	Fringes

SPRINKLER FITTER (Fire Sprinklers)	$ 27.93	16.44

SHEE0032-003 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 24.42	11.36

* SUFL2009-023 05/22/2009

	Rates	Fringes
BRICKLAYER	$ 18.93	0.00
CARPENTER, Includes Acoustical Ceiling Installation (Excludes Drywall Hanging, and Form Work)	$ 15.54	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.13	0.00
DRYWALL HANGER	$ 14.00	0.57
FENCE ERECTOR	$ 10.00	0.00
FLOOR LAYER: Carpet	$ 19.00	2.10
GLAZIER	$ 16.89	2.69
HVAC MECHANIC (HVAC Pipe Installation)	$ 16.19	2.48
HVAC MECHANIC (HVAC System Installation Only)	$ 17.91	2.64
INSTALLER - OVERHEAD DOOR	$ 14.40	0.00
LABORER: Asphalt Raker	$ 10.40	0.00
LABORER: Asphalt Shoveler	$ 7.88	0.00
LABORER: Common or General	$ 9.85	0.00

LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 12.63	0.00
LABORER: Mason Tender - Brick	$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.83	1.90
LABORER: Pipelayer	$ 13.87	1.58
LABORER: Roof Tearoff	$ 8.44	0.00
LABORER: Landscape and Irrigation	$ 10.00	1.60
MECHANICAL INSULATOR, Including Duct and Pipe	$ 13.98	2.07
OPERATOR: Asphalt Spreader	$ 11.41	0.00
OPERATOR: Bulldozer	$ 16.21	0.00
OPERATOR: Distributor	$ 12.37	0.00
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 13.73	0.00
OPERATOR: Loader	$ 16.00	2.82
OPERATOR: Paver	$ 12.75	0.00
OPERATOR: Roller	$ 10.94	0.00
OPERATOR: Screed	$ 13.05	0.00
OPERATOR: Tractor	$ 9.91	0.00
OPERATOR: Trencher	$ 11.75	0.00
PAINTER: Brush, Includes Drywall Finishing/Taping	$ 13.72	2.22
PIPEFITTER, Excludes HVAC Pipe Installation	$ 17.85	2.54

PLASTERER	$ 15.05	0.00
PLUMBER, Excludes HVAC Pipe Installation	$ 20.00	1.37
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs)	$ 13.59	0.00
ROOFER: Metal Roof	$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 15.62	2.03
TILE SETTER	$ 16.50	2.10
TRUCK DRIVER: Dump Truck	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.78	0.00
TRUCK DRIVER: 3 Axle Truck	$ 10.50	0.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

City of Hialeah

Department of Grants & Human Services

CERTIFICATION RECEIPT

This is to acknowledge receipt of U S HUD informational packet containing the U S Federal Labor Standards Provisions, U S Dept of Labor Payroll Form WH-347 & the instructions for completing the payroll form, including a copy of the Davis-Bacon Wage Determinations

Please note that The Wage and Hour Division of the U S Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects

_____ (No.)
(Name of Project)

_____
(Complete Address)

Furthermore, I am hereby certifying that I have read, examined, understood, and acknowledged the contents of these requirements, particularly the provisions contained in: **General Wage Decision No.** _____, that is applicable to the project.

CHECK ONE:
Contractor: _____
Subcontractor: _____
Other: _____

_____
Signature

_____
Print Name

_____
Title

Name of Firm: _____

Address: _____

Telephone Number: _____ Fax _____

COMPLETE THIS FORM IF THE BID/PROPOSAL IS IN EXCESS OF $100,000.00

SECTION 3 AFFIRMATIVE ACTION PLAN

To City of Hialeah
Department of Grants and Human Services

Subject Section 3 Affirmative Action Plan

Company _____
Project _____
Bid Number _____ Date _____
Location _____
Telephone Number _____
Fax Number _____

I. Utilization Plan for Lower Income Area Residents as Trainees

For building construction occupations:

Trainees Job Title	# Needed

For non-construction occupations:

Trainees Job Title	# Needed

II. Utilization Plan for Lower Income Area Residents as Employees:

Employees Title	# Needed	# Available	Goal for Section 3 New Hires
Skilled: Superintendent			
Foreman			
Clerical			
Operators			
Other (specify)			
Semiskilled: Apprentices			
Unskilled: Laborers			

III. Utilization Plan for Business Located in Project Area

Subcontracts or Supplies	Dollar Amount	Eligible Business Area? Yes	No	Dollar Goal for Eligible
Clearing				
Grading				
Pipe				
Fill Material				
Concrete				
Other (specify)				

IV. Program to be Followed in Accomplishing the Goals Outlined Above (Use additional pages as necessary)

_____

_____

_____

V. Participation in HUD Approved Programs Providing Training, Employment and/or Business Opportunities to Lower Income Persons and/or Business Concerns.

____ Yes. Please indicate program and participation

_____

_____

____ No

_____
Signature of Authorized Official

_____ _____
Print Name Date

_____
Title

The contractor shall comply with the Community Development Block Grant Grantee Affirmative Action Plan for Project Area Businesses and attachments thereto (These documents are included in this bid package.)

The contractor's Section 3 Affirmative Action Plan is to be submitted with the Proposal and Bid Form.

ASSURANCE OF COMPLIANCE (SECTION 3, HUD ACT OF 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 170u Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project

B Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement) The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the' regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by this (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135 135

_____
DATE

_____
APPLICANT

_____
ADDRESS

_____

_____
AUTHORIZED SIGNATURE

BIDDERS INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with the Section 3 of the Housing and Urban Development Act of 1968

2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work needs (skilled, semiskilled, labor and trainees) by category

3. Of these new employees, the Bidder plans to hire at least _____ Section 3 Residents in the Miami-Dade County covered area

4. The Bidder estimates that $ _____ of the materials purchased for use on this project will be from *Section 3 Businesses in the Miami-Dade County covered area

I, _____ (please print), as an authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by the Affirmative Action Plan to the greatest extent feasible and realize that we be awarded the contract, the City of Hialeah, Department of Grants and Human Services will monitor the project to assure compliance with this plan.

_____
DATE

_____
SIGNATURE

_____
PRINT NAME

_____
FEDERAL EMPLOYER ID NUMBER (FEIN)

_____
TITLE

_____
COMPANY

* Refer to definition for Section 3 Business and Resident

CONTRACTOR'S CERTIFICATION FOR COMPLIANCE WITH SECTION 109 OF PUBLIC LAW 100-202

The Contractor certifies that by submission of its bid or proposal, he will comply with the following

1. The contractor is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the office of the United Sates Trade Representative (USTR)

2. The contractor has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

3. The contractor will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

The Contractor who makes a fictitious certification may render the City of Hialeah to persecute under Title 18 U.S.C 1001

_____ _____

Contractor Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies 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. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants or other eating areas, timeclocks, 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 are in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except contractors for specific time periods) he will obtain identical certifications from proposed subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE:

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

DATE: _____, 20 __.

OFFICIAL ADDRESS (including Zip Code): By: _____

_____ _____

_____ _____

(Title)

MINORITY BUSINESS UTILIZATION COMMITMENT

The bidder agrees to expend at least _____ of the contract if awarded for minority business enterprise. For the purpose of the term "minority business enterprise" means a business at least 51% of which is owned by minority group members or, in case of a publicly owned business, at least 51% of the stock of which owned by minority group members. For the purpose of the preceding sentence "minority group members" are citizens of the United States who are Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native and Women. Minority business enterprises may be employed as construction subcontractors or as vendor or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION

TOTAL BID AMOUNT: $ _____ TOTAL DOLLAR VALUE MINORITY PARTICIPATION: $ _____

PERCENTAGE OF MINORITY ENTERPRISES PARTICIPATION: _____

This requirement may be waived for cause upon application by the recipient to the respective United States Department of Labor Regional office.

The bidder agrees to furnish Implementation reports as required by bid conditions to indicate the minority business enterprises which it has or intend to utilize. Breach of this commitment, constitutes breach of the bidders contract, if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

_____
NAME OF AUTHORIZED OFFICER

_____
SIGNATURE OF AUTHORIZED OFFICER

_____
DATE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

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

2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with *which* this transaction originated may pursue available remedies, including suspension and/or debarment

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at anytime the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. 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 rules implementing Executive Order 12549 You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier 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 with which this transaction originated

6 The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Transaction, "without modification, in all lower tier covered transactions

7. 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 eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. 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.

9. Except for transactions authorized under paragraph 5 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 transactions in addition, to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available-remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

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

_____ Date

_____
Contractor's Signature

CONTRACTOR CERTIFICATION FOR COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAMS

The contractor certifies that it will comply with the Equal Employment/Affirmative Action Programs in accordance with the United States Department of Housing and Urban Development regulations E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", during the performance of the contract.

_____ Date

_____
Contractor

CERTIFICATION
BYRD ANTI-LOBBYING AMENDMENT
(31 U.S.C. 1352)

**This certification applies to those contractors who apply for award of bid of $100,000.00 or more

Each tier certifies to the tier-above-that it will not and has not used Federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

_____ _____

Contractor Date

**The contractor must sign this form if this certification applies to his bid.

CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS AND REGULATIONS

I, _____ agree to comply with all City, County, State and Federal laws and regulations, including, but not limited to the following

CONFLICTS OF INTEREST

The contractor covenants that no person who presently exercises any functions or responsibility on behalf of the City in connection with this agreement has any personal financial interests, direct or indirect, with the contractor. The contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the contractor. Any conflict of interest attributable to the contractor or its employees must be disclosed in writing to the City immediately upon discovery.

The contractor is aware of the conflict of interest laws of the City of Hialeah, particularly, HIALEAH, FLA., Chapter 26, Articles I and II; Miami-Dade County, particularly, Miami-Dade County Code §§ 2-11.1 et. Seq.; the State of Florida, particularly, Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees that it shall fully comply with all respects to those provisions.

EQUAL OPPORTUNITY

The contractor agrees that it will comply with equal opportunity requirements, which require that no person in the United States shall on the ground of race, creed, color, national origin, age, sex, religion, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with State or Federal funds

DEBARMENT/SUSPENSION

The prospective lower tier participant certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency

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

ZONING CODES AND BUILDING CODES

The contractor must comply with the Minimum Housing Quality Standards, the South Florida Building Code and other standards established by the Department of Grants and Human Services or other City agency, as deemed necessary by such agency

NON-SEGREGATED FACILITIES

The contractor certifies 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. The contractor agrees that he will obtain identical certifications from proposed subcontractors exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certification in his files.

Furthermore, the contractor certifies that

1. He is not a contractor of a foreign country included on a list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).

2. He is not or will not enter into any subcontract with a subcontractor of a foreign country included in the list of countries that discriminate against U.S. firms published by the USTR.

3. He will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Signature _____ Date _____

Print Name: _____

F.E.I.N. _____

STATE OF _____ SS

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20___.
by _____, who has/have produced photo identification _____
or is personally known to me and who did/did not take an oath _____

My Commission Expires

_____
Notary Public, State of Florida