



**INVITATION FOR BIDS**

**FOR**

**INTERIOR AND EXTERIOR REPAIRS FOR**

**UPTOWN SCATTERED SITES**

**IFB No. 24-912-08**

**SUBMISSION DATE: TUESDAY, December 5, 2023**

**2:00 P.M. CST**

**PREPARED BY:**

**Housing Authority of New Orleans  
Procurement and Contracts Department  
4100 Touro Street  
New Orleans, LA 70122**

**ISSUED Thursday, November 2, 2023**

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**\*IFB INFORMATION AT A GLANCE**

[Table No. 2]

|  |   |
|--|---|
| AGENCY CONTACT PERSON  | <b>Thelma Bowers, Contract Administrator</b><br>Telephone: (504) 670-3448<br>E-mail: <a href="mailto:tbowers@hano.org">tbowers@hano.org</a>   |
| HOW TO OBTAIN THE IFB DOCUMENTS AND ADDENDA ON HANO'S WEBSITE  | <ol style="list-style-type: none"> <li>1. Access <a href="http://www.hano.org">www.hano.org</a>.</li> <li>2. Click on the "<b>Business</b>" tab on the blue taskbar.</li> <li>3. Click on "<b>Active Solicitations</b>" and go to the specific solicitation.</li> <li>4. If you have any problems accessing the IFB documents, please contact Procurement at <a href="mailto:procurement@hano.org">procurement@hano.org</a>.</li> </ol>   |
| PRE-BID CONFERENCE/SITE VISIT                                  | <b>Thursday, November 16, 2023, 10:30 a.m.</b> (via Zoom; Meeting ID: <b>851 5069 0846</b> ; Passcode: 384261<br>A site visit can be arranged by contacting the Construction Manager, Louis Schneider 504-670-3392, email: <a href="mailto:lscheniedr@hano.org">lscheniedr@hano.org</a> .   |
| QUESTION SUBMITTAL DEADLINE                                    | <b>Friday, November 17, 2023, 10:30 a.m.</b>  |
| HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL | <ol style="list-style-type: none"> <li>1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB.</li> <li>2. As instructed within Section 3.0 of the IFB document, deliver <b>three (3)</b> complete sets (<b>one (1)</b> original clearly marked or stamped "original" and <b>two (2)</b> copies) of the required submittals in a <b>sealed</b> envelope clearly marked with the words "<b>BID Documents</b>" to HANO's Procurement and Contracts Department (address below).</li> </ol> |
| BID SUBMITAL RETURN & DEADLINE                                 | <b>Tuesday, December 5, 2023, at 2:00 p.m.</b><br>Housing Authority of New Orleans<br>Procurement and Contracts Department<br>4100 Touro Street, New Orleans, LA<br>70122   |

**1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).

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- 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 **Right to Retain Bids.** Retain all bids submitted and not permit withdrawal after bid opening and without the written consent of HANO's Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate with the apparent, low bidder
- 1.7 **Right to Reject Any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.
- 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** HANO's website and Procurement Staff are the only official and appropriate means to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the website.

**2.0 SCOPE OF WORK**

HANO is seeking sealed bids from licensed General Contracts to complete repairs at the Uptown Scattered Sites. The exteriors and interiors of the buildings at the Uptown Scattered Sites have been damaged by Hurricane IDA and need repairs. The repair project consists of 40 units within 13 buildings at the Uptown Sites.

**THE BASE BID**

2.1 **GENERAL REQUIREMENTS:** The Contractor shall complete repairs as indicated in Appendix A & B at the Uptown Scattered Sites. **Summary of Work & Technical Specifications provided by the User department is attached in Appendix A & B.**

**3.0 BID REQUIRMENTS.**

**3.1 BID SUBMITTALS**

[Table No. 3]

| (1)<br>IFB<br>Section | (3)<br>Description |
|-----------------------|--------------------|
|-----------------------|--------------------|

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

|         |  |
|---------|--|
| 3.1.1   | <b>Form of Bid.</b> This Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal. <b>(REQUIRED)</b>   |
| 3.1.2   | <b>Form HUD 5369-A (8/93), <i>Certifications and Representations of Bidders, Construction Contract.</i></b> This Form is attached hereto as Attachment B to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. Attachment E <b>(REQUIRED)</b>  |
| 3.1.2.1 | <b>Form HUD SF-LLL Disclosure of Lobbying Activities.</b> This Form is attached hereto as Attachment B-1 to this RFP document. This form <b>must</b> be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. <b>(REQUIRED)</b>  |
| 3.1.2.2 | <b>Form HUD-50071 Certification of Payments to Influence Federal Transactions</b> This Form is attached hereto as Attachment B-2 to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.   |
| 3.1.2.3 | <b>Form HUD-50070 Certification for a Drug-Free Workplace</b> This Form is attached hereto as Attachment B-3 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. <b>(REQUIRED)</b>   |
| 3.1.3   | <b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted as a part of the bid submittal. <b>(REQUIRED)</b>   |
| 3.1.4   | <b>Equal Employment Opportunity/Supplier Diversity Policy &amp; Statement.</b> The bidder must submit a copy of its Equal Opportunity Employment Policy <b>and</b> a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). <b><u>This statement MUST be submitted on the Company's letterhead.</u></b> <b>(REQUIRED)</b> |
| 3.1.5   | <b>Acknowledgement of Addenda.</b> Please check HANO's website under "Business" and "Active Solicitations" to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment H. <b>(REQUIRED)</b>   |
| 3.1.6   | <b>Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form</b> This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment I.  |
| 3.1.7   | <b>Certification of Contractor Non-Exclusion</b> Attachment J  |
| 3.1.8   | <b>Subcontractor/Joint Venture Information.</b> The bidder shall identify whether or not he/she intends to use any subcontractors  |

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|        |  |
|--------|--|
|        | for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the preceding submittals must also be included for any major subcontractors (10% or more) or from any joint venture. <b>(If you do NOT plan to sub-contractor, include your statement on letter head and include in bid submittal)</b> |
| 3.1.10 | <b>Vendor Registration Form Attachment L</b>   |
| 3.1.11 | <b>Bid Bond.</b> All bids must be accompanied by a bid guarantee at the time of submission, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as evidence of good faith of the bidder. <b>(REQUIRED)</b> Attachment M   |
| 3.1.12 | <b>Statement of Bidder's Qualifications.</b> This form must be submitted as a contributor to determining whether the bidder is responsible. <b>(REQUIRED)</b> Attachment P   |
| 3.1.13 | <b>Corporate Resolution.</b> This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. <b>(REQUIRED)</b> Attachment R   |
| 3.1.14 | <b>Employment, Training and Contracting Plan. Pages 21-24 MUST</b> be completed and submitted with the sealed bid. The lowest bidder <b>MUST</b> complete the remaining required pages before Notice of Award is issued.   |
| 3.1.15 | <b>Section 3 Preference Form Attachment (D)</b>  |

**3.2 Entry of Proposed Fees.**

3.2.1 *A lump sum fee shall be submitted on the Louisiana Uniform Public Work Bid Form only (Attachment I). This form must bear an original signature. Do not refer to any of your fees or costs on other submittals.*

3.2.2 **Pricing Items.** The base bid is all-inclusive of the lump sum work for all related costs that the successful bidder will incur to provide the noted goods and services, including, but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

Bidders shall visit the project site prior to submitting a bid to familiarize themselves with the project. By submitting a bid, bidders acknowledge that they have visited the project site and are completely familiar with existing conditions and the full Scope of Work. Failure to properly assess the full Scope of Work will not be cause for an increase in the Contract Price and/or Time.

[Table No. 4]

| (1)<br>IFB Section | (2)<br>Designation: | (3)<br>Unit Price | (4)<br>Quantity | (8)<br>Total Cost: |
|--------------------|---------------------|-------------------|-----------------|--------------------|
|--------------------|---------------------|-------------------|-----------------|--------------------|

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|                |   |  |  |    |
|----------------|---|--|--|----|
| Appendix A & B | Lump Sum Cost for Interior & Exterior Repairs at Uptown Scattered Sites |  |  |    |
| Total Base Bid |   |  |  | \$ |

**3.3 Additional Information pertaining to the preceding listed Pricing Items.**

**3.3.1 Manufacturer/Brand Names.** Wherever HANO specifies the name of a certain brand, make, manufacturer, or uses a definite specification, they are used only to denote the quality standard of product desired, and they do not restrict bidders to the specific brand, make, manufacturer, or specification named. They are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired. Equivalent products may be acceptable.

**3.3.2 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract.

**3.3.3 Prior Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (which will occur, at the Agency’s discretion, via delivery of a Notice to Proceed and/or a signed Change Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

**3.3.4 No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder for actual work performed only and pertaining to the fixed fee Pricing Item.

**3.4 Bid Submission.** All submittals must be submitted in a sealed enclosure and all bids must be submitted and time-stamped received in the designated Agency office by no later than submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 copies of the “hard copy” bid submittal, shall be placed in a sealed package, and addressed to:

**Housing Authority of New Orleans**  
**Procurement and Contracts Department Attn:**  
**Thelma Bowers, Contract Administrator**  
**4100 Touro Street**  
**New Orleans, Louisiana 70122**

**3.4.1 Exterior of Submittal Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder’s name, return address, state of Louisiana Contractor’s License number and date and time bids are due. Bids received after the published deadline will not be accepted. **Bids that do not have**

the required information on the outside of the bid package will not be accepted.

- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing from HANO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement staff only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Thelma Bowers, Contract Administrator, at [tbowers@hano.org](mailto:tbowers@hano.org)**. Procurement will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of addenda with their submissions.
- 3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.



- 3.6.1 Within 2 CFR §200.321 it states:
- 3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
  - 3.6.1.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - 3.6.1.3 (2) Affirmative steps must include:
    - 3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - 3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - 3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - 3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - 3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - 3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:
- 3.6.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
  - 3.6.2.2 **Section 15.5.B, Goals.** <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with

disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within HANO's Procurement Policy it states that our Agency will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

**3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

**3.6.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.6.4 Requirements.** Accordingly, please see HANO'S Employment, Training, and Contracting Policy attached which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

**3.7 Pre-bid Conference.** A pre-bid conference is scheduled for Thursday, November 16, 2023, at 10:30 a.m. via Zoom (Meeting ID: 851 5069 0846; Passcode: 384261). A site visit can be arranged by contacting the Construction Manager, Louis Schneider 504-670-3392, email: lschneider@hano.org.

**3.8 Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has received the following attachments pertaining to this IFB, which are included as a part of this IFB:

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[Table No. 5]

| (1)<br>IFB<br>Section | (2)<br>Document<br>No. | (3)<br>Attachment | (4)<br>Description   |
|-----------------------|------------------------|-------------------|--|
| 3.8.1                 | 1.0                    |                   | This IFB Document  |
| 3.8.2                 | 2.0                    |                   | "No-Bid" Response Form   |
| 3.8.3                 | 3.0                    | A                 | Form of Bid  |
| 3.8.4                 | 4.0                    | B                 | Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i>  |
| 3.8.5                 | 5.0                    | B-1               | Form SF-LLL <i>Disclosure of Lobbying Activities</i>   |
| 3.8.6                 | 6.0                    | B-2               | Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i>       |
| 3.8.7                 | 7.0                    | B-3               | Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i>                           |
| 3.8.8                 | 8.0                    | C                 | Profile of Firm Form   |
| 3.8.9                 | 9.0                    | D                 | Section 3 Business Preference Form   |
| 3.8.10                | 10.0                   | E                 | Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i> |
| 3.8.11                | 11.0                   | F                 | <i>Supplemental Conditions for Bidders &amp; Contractors (SIPC)</i>                              |
| 3.8.12                | 12.0                   | G                 | HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i>                         |
| 3.8.13                | 13.0                   | H                 | Acknowledgement of Addenda   |
| 3.8.14                | 14.0                   | I                 | Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i>                            |
| 3.8.15                | 15.0                   | J                 | Certification of Contractor Non-Exclusion  |
| 3.8.16                | 16.0                   | K                 | E-Verification Affidavit ( <b>Only required to be submitted post-bid by the awarded bidder</b> ) |
| 3.8.17                | 17.0                   | L                 | Vendor Registration Form   |
| 3.8.18                | 18.0                   | M                 | Bid Bond Sample Form   |
| 3.8.19                | 19.0                   | N                 | Performance Bond Sample Form ( <b>Only required post-bid by the awarded bidder</b> )             |
| 3.8.20                | 20.0                   | O                 | Davis Bacon Wage Rates   |
| 3.8.21                | 21.0                   | P                 | Employment, Training and Contracting Policy  |
| 3.8.22                | 22.0                   | Q                 | Statement of Bidder's Qualifications   |
| 3.8.23                | 23.0                   | R                 | Corporate Resolution   |

### 3.9 BID RESULTS.

**3.9.1 Notice of Bid Award.** If an award is completed, all bidders will receive by e-mail either a Notice of Award or Notice of Regrets. Such notice shall inform all bidders of:

- 3.9.1.2 Which bidder received the award;
- 3.9.1.3 Where each bidder placed in the process as a result of the evaluation of the bids received;
- 3.9.1.4 The cost or financial offers received from each bidder;
- 3.9.1.5 Each bidder's right to a debriefing and to protest.

**3.9.2 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Agency evaluation committee.

### 4.0 CONTRACT AWARD.

**4.1 Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

**4.1.1** By completing, executing and submitting a bid, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency," including the contract clauses already attached in Attachment G. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**4.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by HANO pursuant to this IFB:

**4.2.1 Contract Form.** The Agency will not execute a contract on the Contractor's form — contracts will only be executed on the Agency's form (please see standard contract clauses on Attachment F and G each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that HANO reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and

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respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

**4.2.1.1 Mandatory HUD Forms.** Please note that HANO has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

**4.2.1.2 E-Verify Affidavit.** The Contractor must certify compliance with Louisiana's E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. This Form is attached hereto as Attachment G-4 to this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the bid submittal—only the awarded bidder(s) will be required to do so as a part of the contract execution).

**4.2.2 Assignment of Personnel.** HANO shall retain the right to demand and receive a change in personnel assigned to the work if HANO believes that such change is in the best interest of HANO and the completion of the contracted work.

**4.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of HANO. Any purported assignment of interest or delegation of duty, without the prior written consent of HANO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; as determined by HANO.

**4.3 Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. The Contractor shall complete the work in **90 calendar days**. The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance".

**4.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:

**4.4.1 The project shall be awarded only to contractors who are licensed under State of Louisiana Contractors License Law La. R.S. 37:2150-2192 with a major classification in Building Construction/Roofing.**

**4.4.2 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount not less than \$100,000.00 (NOTE: Workers Compensation

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Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

- 4.4.3 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HANO as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HANO as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
- Automobile Insurance.** An original certificate showing the bidder’s automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 4.4.4 City/Parish/State Business License.** If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of New Orleans, Orleans Parish, and/or the State of Louisiana.
- 4.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal – we will garner the necessary documents from the successful bidder prior to contract execution).
- 4.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.
- 4.5 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within **10 workdays** of notification by the Agency.

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# Appendix A

## Summary and Scope of Work

# Specifications





## APPENDIX A

### SCOPE OF WORK UPTOWN SCATTERED SITES INTERIOR AND EXTERIOR IDA REPAIRS October 3, 2023

#### SUMMARY OF WORK

The exteriors and interiors of the buildings at the Uptown Scattered Sites property have been damaged by Hurricane IDA and need repairs. The repair project consists of 29 units within 8 buildings at the Uptown Sites. HANO is seeking proposals from general contractors to complete the repairs consisting of but not limited to replacement of damaged soffit and fascia including any vinyl fascia and vinyl soffit or painting the replaced soffit and fascia if necessary, window screens, exterior entry door light fixture, demolition of damaged drywall, partial drywall replacement, drywall finishing to match existing finishes, KILZ stain covering paint on stained drywall, painting of areas of damaged drywall meaning full ceilings and walls that have been repaired or replaced in any damaged room or hall to match existing paint color, matching flooring and shoe molding, fence replacement and repairs, gate repairs or replacement to damaged fence, gutter and downspout repair and replacement, window panes or full window replacement, HVAC repair or replacement, repair or replacement of damaged storm doors, removing damaged or fallen trees and roof debris, flush valves on leaking toilets and wax rings on leaking toilets including supply lines and shut off valves, repairs or replacement of tub surrounds, damaged or deteriorated structural beams, as well as other miscellaneous building components as may be necessary or included within the scope of work. Contractor shall be duly licensed to perform the Scope of Work noted herein and it is the Contractor's responsibility to complete all work as specified for this project on time, within budget, and in accordance with all Federal, State, and Local laws and regulations.

**Time is of the essence and by submitting a proposal, prospective respondents are acknowledging that they have a full understanding of the scope of the project and will provide a sufficient work force to ensure the timely completion of the Work. Prospective respondents agree to provide a minimum of two crews to work on the project.**

**Most of the apartment units at the scattered sites are occupied. Contractor shall take all necessary precautions when working on and around the buildings as required to protect the residents and the public. (Refer to Item A.17 for additional information.)**

The Contract shall be **lump sum** with and shall be based on the Scope of Work as defined herein and shall be complete including all profit (not to exceed 6% of the cost of the Work), general conditions (not to exceed 6% of the cost of the Work), overhead (not to exceed 2% of the cost of the Work), labor, labor burden, materials, equipment, tools, taxes (other than sales taxes), etc. as required to complete the Work. Bidders shall visit the project site prior to submitting a bid to familiarize themselves with the project. The measurements, dimensions, and quantities of materials in this scope of work are only **estimated** and are put into this scope of work as examples of the materials that may be necessary to complete this scope of work. **The contractor or his representative is responsible for verifying all dimensions, quantities of materials, measurements, plans and working drawings before submitting a bid on this project or any other HANO projects.** There will be no change orders to prices based upon mistaken quantity count, measurements, or dimensions.

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**By submitting a bid, bidders acknowledge that they have visited the project site and are completely familiar with existing conditions and the full Scope of Work. Failure to properly assess the full Scope of Work will not be cause for an increase in the Contract Price and/or Time.**

Contractor shall coordinate all on-site activities with the HANO Construction Manager and on-site Property Management. Contact information for the Property Manager will be distributed at the Preconstruction Conference.

HANO contact information is as follows:

For access to the site during the bidding phase, contact Louis Schneider at (504) 670-3392 or [lschneider@hano.org](mailto:lschneider@hano.org).

**A. SCOPE OF WORK (SOW) - GENERAL.** The Base Bid Work consists of the following:

1. For the purposes of this IFB, the following definitions apply:
  - a. "Day". A Day is defined as one calendar day unless specifically noted otherwise.
  - b. "Procure/Provide". Procure/Provide and their derivatives mean to provide all necessary materials, labor, and equipment to perform all direct work and ancillary work required to complete a given task and includes paying for all costs and fees associated with this task.
  - c. "Repair/Replace". Repair/Replace and their derivatives mean to repair a given element of work when possible; to replace it with a similar item when it cannot be repaired. Repaired items will be part of the Lump Sum Work. New "Repair/Replace" items will be based on Unit Prices.
  - d. "Work Area". The Work Area is limited to that shown on the Site Plan, plus the assigned staging area. Refer to Attachment A.
2. The SOW presumes that a building permit will not be required. However, the Contractor shall obtain and pay for any and all other permits as may be required for the performance of the Work. Work shall not begin until the required permits have been obtained. The original permits shall be posted as required by the City of New Orleans (City). Copies of the permits are to be given to Property Management and HANO.
3. The performance of the Work shall be limited to the hours between 8:00 AM and 5:00 PM on weekdays **ONLY**, or as may otherwise be limited by City ordinance. Should Work be required outside these limits, written approval must be obtained from Property Management and HANO one full business day prior to commencing any such Work. The Contractor's schedule shall reflect these work hours.
4. The Contractor shall provide a full-time Project Superintendent who is knowledgeable and skilled in this type of construction, with a minimum of 5 years' experience as a lead project superintendent. The Project Superintendent shall be on the project site whenever Work is being performed. The Superintendent shall represent the Contractor in his absence, and all directions given to the

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Superintendent shall be binding as if given directly to the Contractor. The Contractor shall not change the Superintendent without approval from HANO, which will not be unreasonably withheld.

5. The Contractor shall provide a Project Manager who is knowledgeable and skilled in this type of construction, with a minimum of 5 years' experience as a lead project superintendent. The Project Manager is not required to be full time on the project unless HANO determines – solely at its discretion - that a full time Project Manager is required due to lack of performance on the part of the Contractor. Should this occur, a full time Project Manager shall be provided at no additional cost to HANO. The Project Manager shall represent the Contractor in his absence, and all directions given to the Project Manager shall be binding as if given directly to the Contractor. The Contractor shall not change the Project Manager without approval from HANO, which will not be unreasonably withheld.
6. The storage of hazardous or flammable materials is strictly prohibited on the project site.
7. Burning of trash and debris on site is strictly prohibited.
8. Davis Bacon Wage Rates shall apply to all workers on the site. The Contractor shall submit certified payrolls weekly as required by HANO Guidelines. This also applies to all subcontractors.

Note: As required by the US Department of Labor (DOL), all payments to employees on the Contractor/Subcontractor payrolls must show deductions subtracted from the payments. The Contractor may not use tax form 1099 in lieu of showing the deductions. All subcontractors shall submit their own certified payrolls.

The Contractor and its subcontractors shall be required to use and pay for LPC Tracker. Contact Pamela Foxworth at 504-670-3433 or [pfoxworth@hano.org](mailto:pfoxworth@hano.org) for additional information.

9. Contractor shall always maintain the security of the site. This includes ensuring that materials stored on-site are properly and securely stored. Should the need arise, Contractor shall provide security personnel as may be necessary at no additional cost to HANO.
10. Prior to commencing any Work, the Contractor shall coordinate its planned activities with HANO and Property Management. Contractor shall provide a minimum three (3) business day notice prior to starting the work. Failure to provide appropriate notice will not be cause for an increase in the Contract Price and/or Time.
11. Contractor shall submit product data for all materials to be used on the project. Allow a minimum of five (05) business days for review by HANO. Contractor shall not begin any work on site until submittals have been reviewed and accepted by HANO. Required submittals shall include:
  - a. Storm doors
  - b. Window screens, to match existing as close as possible
  - c. Fence materials

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- d. Flooring, to match existing
  - e. HVAC systems, repaired or replaced to match existing tonnage.
  - f. Fascia material
  - g. Soffit material
  - h. Light fixtures
  - i. Gutters, Downspouts & Splash Blocks
  - j. Contractor's Quality Control Program
12. Contractor shall thoroughly photograph the existing conditions of the entire exterior and interior of each building prior to beginning any work. Particular attention is to be paid to such building components as:
- a. Missing or broken shutters
  - b. Missing or broken house numbers
  - c. Broken window glass
  - d. Damaged or missing storm doors
  - e. Torn or missing window screens
  - f. Damaged or missing light fixtures
  - g. Broken or missing light fixtures and/or globes
  - h. Missing or broken dryer vents
  - i. HVAC systems
  - j. Damaged and/or missing gutters and downspouts
  - k. Missing and/or broken splash blocks
  - l. Missing or damaged fencing
  - m. Missing and/or damaged woodwork and trim including soffit and fascia
  - n. Landscaping
  - o. Damaged drywall
  - p. Damaged flooring

Contractor shall submit a written report noting its findings on a building-by-building basis. Failure to properly document the existing conditions will result in the Contractor being held responsible for the repairs and/or replacement of damaged and/or missing building components.

Contractor shall take an adequate number of photographs as required to thoroughly document the existing conditions of the building exteriors. Failure to properly document the existing conditions will result in the Contractor being held responsible for the repairs and/or replacement of damaged and/or missing building components.

Photographs shall be taken with a digital camera as follows:

- Existing conditions inside and outside
- After damaged conditions have been removed
- Upon completion of the Work.

For all photographs, the photograph file name shall include the following at a minimum:

- Date

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- Project Name (Uptown Scattered Site will suffice)
- Building Address (1234-56-78 Street Name will suffice)
- Elevation (S,N,E or W will suffice)
- Subject (e.g., Broken Porch Light, damaged, storm door, damaged, etc.)

Three copies of all photographs shall be submitted on three (3) separate flash drives prior to starting work at any building. Flash drives shall be of the type that will accept a key tag. Tags shall be labeled with the project name and range of dates. Contractor shall allow HANO three (3) business days to review the photographs prior to starting any phase of the Work.

13. The Scope generally includes the following:

- A. Install new storm doors where doors were damaged by IDA.
- B. Repair or replace all fencing damaged by IDA including matching posts with caps, stringers, gates and gate hardware. Posts to be anchored in concrete.
- C. Gutters and downspouts to match existing.
- D. HVAC systems
- E. Drywall, finished and painting, matching.
- F. Flooring to match existing.
- G. Windows to match existing.
- H. Soffit and fascia to match existing.
- I. Toilet, seat, supply line and shut off valve.
- J. Photographing existing conditions as described herein.

The Scope does not include repairs to existing building materials and components except as specifically noted herein. Contractor shall notify HANO immediately should any existing building materials and elements not be suitable to receive new underlayment material and shingles. Contractor shall protect its work at all times and shall protect all adjacent work and materials by suitable covering or other methods during the progress of the work. The Contractor shall protect all adjacent finishes.

14. Contractor shall keep the work area clear of trash and debris. Contractor shall remove all construction debris and accumulated materials on a daily basis of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition. At the close of each work day and upon completion of the Work, the Contractor shall sweep the entire area around the house, including the street, with a magnetic bar sweeper. This operation shall be repeated as necessary to ensure that all nails, screws, etc. have been picked up.

Contractor shall provide its own dumpsters. Coordinate the location of the dumpsters with HANO. Contractor shall police its own dumpsters. Neither HANO nor the GHRMC accepts any responsibility for the misuse of the Contractor's dumpsters by anyone.

15. Quality Control. The Contractor shall provide HANO with a copy of its Quality Control Program prior to starting the Work and as part of its product data submittal. This Quality Control Program shall contain the following as a minimum:

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- a. Personnel responsible for monitoring quality control on a daily basis.
- b. Reporting system for quality control issues, including proposed corrective measures.
- c. Sign-off format for each phase of the Work as follows:
  - i. Review of exposed conditions upon completion of the removal of the damaged or deteriorated areas before replacement.
  - ii. Review of completed installation with project manager or technical representative.

16. Project Safety. The Contractor shall solely be responsible for the establishment and maintenance of safety programs associated with the Work. In addition, all safety precautions noted on the manufacturer's product data sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets shall be always available on site. Contractor shall be responsible for following all COVID-19 requirements in effect at the time the work is performed.

The houses are occupied, and many residents have small children. When using ladders, scaffolding and/or lifts, Contractor shall post personnel in the area of the ladder, scaffolding and/or lift to keep the public away from the work areas. All ladders, scaffolding, and lifts shall be properly secured at the close of each workday and over weekends, holidays, and other non-working days.

Grass and landscaping areas that are disturbed by the painting operation shall be restored to their original or better condition.

17. Contractor and worker parking shall be limited to legal street-parking only. Use of individual driveways is prohibited. Vehicles that block driveways, fire hydrants or sidewalks will be subject to being towed at the vehicle owner's sole expense in addition to any action that might be taken by the police authorities having jurisdiction.

**Note: Parking on the grass is strictly prohibited.**

18. Workers will not be allowed to use restroom facilities at the individual houses or the management/administrative buildings. Contractor shall provide an adequate number of portable toilets in a manner and location(s) acceptable to HANO and Property Management, and as may be required by governing authorities having jurisdiction.

19. Contractor shall notify HANO in writing of any conditions that substantially exceed the Scope of Work prior to beginning production work in each area. (For the purpose of this IFB, "substantially exceed" is defined as costing additional money and/or time.) Contractor shall use a Request for Information (RFI) form for submitting questions to HANO. RFI format shall be in a format acceptable to HANO and shall include the following as a minimum:

- a. Must be on the Contractor's letterhead.
- b. Project name
- c. Date
- d. Item/issue requiring additional information
- e. Cost and time impact, if any

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- f. Deadline for response (cannot be less than one full business day)
- g. Suggested remedy, if any.
- h. Signature of author with printed name and title

**Do not proceed with any work that is outside the SOW without expressed written approval from HANO. Any unauthorized work performed by the Contractor shall be at the Contractor's risk.**

20. The Work shall be subject to review by HANO during normal working hours. All areas of the Work are to be available for such reviews. Contractor shall be required to provide ladders, lifts, etc. for such reviews at no additional cost. (HANO will give the Contractor one (1) business day notice when the use of ladders and/or lifts is required.) Additionally, ladders and/or lifts shall be available during review of the Work for the purpose of reviewing the Contractor's Applications for Payment.
21. Progress Schedule. Contractor shall provide a progress schedule as required elsewhere in this Request for Bids. Progress schedule shall show the Contract Completion Date as the project completion date. The Progress Schedule shall include the notification period to the residents, and milestones such as the Notice to Proceed date. The duration of the work shall be **90 calendar days, excluding the 45-day L&P period**. The schedule shall be broken down on an individual building basis as shall include the following as a minimum:
- a. Notice to Proceed Date (general)
  - b. Permit Procurement (if applicable)
  - c. Notices to Residents
  - d. Submittals/Materials Procurement
  - e. Existing Conditions Documentation
  - f. Individual houses including
    - i. Remedial work (if applicable)
    - ii. Selective demolition
    - iii. Review/Repair of existing conditions.
    - iv. Substantial Completion
    - v. Final Cleaning
  - g. 45-day L&P Period
  - h. Final Completion Date (must match Contract Completion Date)
22. Schedule of Values (SOV) and Applications for Payment
- i. Profit – Overall (not to exceed 6% of cost of work)
  - ii. Submittals of completed work at each site by building according to the listed items of work as listed above.
    - Selective Demolition and Repairs to:
      - Storm doors, installed.
      - Fence replacement, including matching posts with caps and stringers.
      - Gutters and downspouts, match existing.
      - Drywall, finished and painting, matching.
      - Matching flooring per square foot to remove and replace.
      - Windows to match existing, installed.
      - Soffit per lineal foot and fascia per lineal foot, installed and painted.

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Toilet with seat and supply line, installed.

Cleanup

- b. HANO reserves the right to require further breakdown solely at its discretion.
- c. Should there be conflicts between this Section and the Supplemental Conditions regarding payment schedule, the Supplemental Conditions shall govern.
- d. SOV shall be in a format as approved by HANO.

23.

a. .

24. Warranty. Despite what may be noted elsewhere in the Specifications, the following warranties shall be provided:

- a. Storm doors – manufacturer warranty applies, door only, workmanship 2 years from date of Final Acceptance of Project..
- b. HVAC – manufacturer warranty on equipment, workmanship 1 year from Date of Final Acceptance of Project.

**B. SCOPE OF WORK - SPECIFIC ELEMENTS OF WORK**

The Scope does include repairs to existing building materials and components along with items specifically noted herein. Contractor shall notify HANO immediately should any existing building materials and elements not be suitable to receive new material/repairs as listed. Contractor shall protect work at all times and shall protect all adjacent work and materials by suitable covering or other methods during the progress of the work. The Contractor shall protect all adjacent finishes.



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**C. TECHNICAL SPECIFICATIONS.**

The Technical Specifications include:

- Finish Carpentry - 06200
- Rough Carpentry – 06100
- Gyp Board – 09260
- Vinyl Plank - 09650
- Painting – 09912
- Toilet Accessories – 10800
- Plumbing – 15420
- Electrical – 16020
- HVAC – 230500
- Fencing - 02828
- Gutters and Downspouts - 07610
- Storm Doors - 08515
- Windows - 08520
- Tub Surrounds - 15420

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# Appendix B Technical Specifications



**SECTION 02828 – REPAIR OF WOOD FENCES AND GATES****PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition of defective and replacement or addition of Galvanized steel support pipes, hardware and fittings.
  - 2. Demolition of defective fence boards, fasteners, and rails; replacement or addition of treated wood boards and rails using galvanized steel fasteners.
  - 3. Concrete mow strips.

**1.2 SUBMITTALS**

- A. Product Data: For each product indicated.
- B. Existing Conditions Drawings: Show locations, components, materials, dimensions, sizes, weights, finishes of components, and installation. Identify defective components, details of non-serviceable or defective construction, post anchorage, attachment, and bracing.
- C. Shop Drawings: Show locations of corrective work and details required to document corrective work that shall be performed.
- D. Samples: For products as requested for review by the Owner, shall include but not be limited to hinges, latches, post tops, and braces.

**1.3 QUALITY ASSURANCE**

- A. Installer: Installer of wood fencing shall have a minimum of six years of successful installations of wood and chain link fences of a size similar to that required for this project.
- B. Treated Wood Products: Comply with AWWA C2 using Copper-8 Quinolinate (Cop-8 by Hoover Treated Wood Products, Inc.), or copper chromium and arsenate (Natural Select by Conrad Forest Products), or a similar pressure preservative treatment not listed by the EPA as a pesticide, with a retention rate of 0.04 lbs./cu.ft. for all wood products.

**PART 2 - PRODUCTS****2.1 STEEL POSTS**

- A. Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083, ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc; and line, end, corner, and pull posts

## 2.2 WOOD COMPONENTS

- A. Rails and Braces: 4S4 standard dimension 2 by treated wood to match existing dimensions.
- B. Boards of smooth sanded both side treated wood planks, detailed to match existing fence boards, unless otherwise noted.

## 2.3 FENCE ASSEORIES

- A. Fittings: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
- B. Hinges: Provide not less than 3 standard weight five knuckle of brass or bronze with a stainless steel pin per leaf.
- C. Fasteners: Provide hot-dipped galvanized or stainless steel ring shank nails, screws, bolts and other fasteners as required.

## 2.4 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete; materials consisting of portland cement complying with ASTM C 150, aggregates complying with ASTM C 33, and potable water.
  - 1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 3/4-inch maximum size aggregate.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Repair wood fencing to restore the fence to perform as intended. Do not begin installation before final grading is completed.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil.
  - 1. Concrete Footings: Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb, aligned, and at correct height and

spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured. Set the following post types in concrete footings and protect portion of posts aboveground from concrete splatter:

- D. **Replace of Posts:** Demolish existing defective posts and related footing, or cut existing defective posts with sound footing, approximately 2-inches above grade and install new post with 6-inch projection of 12-inch interior post sleeve section welded to new post section; continuous circular weld new post section to existing post stub. Grind weld smooth and apply cold galvanized primer to areas affected by welding.
- E. **Mow Strip:** Dig a continuous trench 4-inches in depth and 12-inches in width centered on the line of the fence, hand dig around the fence posts. Install two # 4 reinforcing rods at 3-inches above the bottom of the trench with # 4 cross bars at 16-inches oc, lab , tie and support on concrete bricks at 32-inches oc reinforcing bars. Pour and form the concrete mow strip to accommodate existing or indicated drainage.
- F. **Rail Installation:** Demolish existing defective rails and install new rails of the same dimensions such that the joints between rails do not occur on the same board. Modify existing rails that remain if required to adjust joint locations.
- G. **Board Installation:** Demolish existing defective boards and install new boards of the same dimensions, adjusting bottom of boards as needed to terminate 1-1/2 to 2-inches above the mow strip. Smoothly trim the bottom of existing boards to coordinate with new mow strip as required.
- H. **Gate Installation:** Install new gates level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust gate to operate smoothly, easily, and quietly throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
  - 1. Repair existing gates to function as new gates stated above.

END OF SECTION

## SECTION 06100 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  1. Framing with dimension lumber.
  2. Utility shelving.
  3. Sheathing.
  4. Subflooring and underlayment.
  5. Plywood backing panels.
  6. Building wrap.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
  2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
  3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
  4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
  5. Preservative-treated wood.
  6. Fire-retardant-treated wood.
  7. Power-driven fasteners.
  8. Powder-actuated fasteners.
  9. Expansion anchors.
  10. Building wrap.



#### 1.4 QUALITY ASSURANCE

- A. Source Limitations for Fire-Retardant-Treated Wood: Obtain each type of fire-retardant-treated wood product through one source from a single producer.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Covers for lumber, plywood, and other panels shall provide for transmission of water vapors, polyethylene, sheet metal, and other impermeable materials shall not be used.
- C. Store and handle products as recommended by the manufacturer for hot humid climates; remove binding materials from stored materials.
- D. Store materials off the ground and away from standing water.
- E. Discard materials that have warped, cupped, swell, delaminated or otherwise deteriorated.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Gypsum Sheathing Board:
    - a. American Gypsum Co.
    - b. G-P Gypsum Corporation.
    - c. National Gypsum Company.
    - d. United States Gypsum Co.
    - e. Approved equal.
  - 2. Building Wrap:
    - a. Celotex Corporation (The); Building Products Division.
    - b. DuPont (E. I. du Pont de Nemours and Company).
    - c. Parsec, Inc.
    - d. Tenneco Building Products.
    - e. Approved equal.
  - 3. Metal Framing Anchors:
    - a. Alpine Engineered Products, Inc.
    - b. Cleveland Steel Specialty Co.
    - c. Harlen Metal Products, Inc.
    - d. Simpson Strong-Tie Company, Inc.

- e. Southeastern Metals Manufacturing Co., Inc.
- f. United Steel Products Company, Inc.
- g. Approved equal.

## 2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
  - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
- B. Wood Structural Panels:
  - 1. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
  - 2. Thickness: As indicated and or as needed to comply with requirements specified.
  - 3. Comply with "Code Plus" provisions in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial."
  - 4. Factory mark panels according to indicated standard.

## 2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWWA C2 (lumber) and AWWA C9 (plywood), used for sheathing and base plates.
  - a. Preservative Chemicals: Chromated copper arsenate (CCA).
  - b. Retention rate of 0.04 lbs./cu. ft.
- B. Lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWWA P5 with inorganic boron (SBX).
  - a. Retention rate of 0.42 lbs/cu.ft.
- C. Kiln-dry material after treatment to maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements.
- D. Application: Treat all rough carpentry, unless otherwise indicated and the following:
  - 1. Preservative treatment for wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Preservative treatment for wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

## 2.4 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another independent testing and inspecting agency.
1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
  2. Use treatment that does not promote corrosion of metal fasteners.
  3. Use Exterior type for exterior locations including all sheathing and where else as indicated.

## 2.5 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.
- B. Construction or Stud grade and any of the following species:
1. Mixed southern pine; SPIB.
  2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
  3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.

## 2.6 MISCELLANEOUS LUMBER

- A. General: Provide dimensional lumber field fabricated for support or attachment of other construction, including the following:
1. Blocking.
  2. Nailers.
  3. Furring.
  4. Grounds.
  5. Concealed boards.
- B. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

## 2.7 SHEATHING

- A. Plywood Wall Sheathing: Exterior, Structural I sheathing.
1. Span Rating: Not less than 32/16.
  2. Thickness: Not less than 1/2 inch.
- B. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.

1. Product: Subject to compliance with requirements, provide "Dens-Glass Gold" by G-P Gypsum Corp.
2. Type and Thickness: Regular, 1/2 inch thick.
3. Size: Manufacturer's standard for vertical installation.

C. Plywood Roof Sheathing: Exterior, Structural I sheathing.

1. Span Rating: Not less than 32/16.
2. Thickness: Not less than 5/8 inch.

## 2.8 SUBFLOORING AND UNDERLAYMENT

A. Plywood Combination Subfloor-Underlayment: DOC PS 1, Exterior, Structural I, C-C Plugged single-floor panels.

1. Span Rating: Not less than 24 oc.
2. Thickness: Not less than 7/8 inch.
3. Edge Detail: Square.
4. Edge Detail: Tongue and groove.
5. Surface Finish: Fully sanded face.

B. Plywood Subflooring: Exterior, Structural I single-floor panels or sheathing.

1. Span Rating: Not less than 24 oc.
2. Thickness: Not less than 7/8 inch.

C. Plywood Underlayment for Resilient Flooring: DOC PS 1, Exterior B-C with fully sanded face.

D. Plywood Underlayment for Ceramic Tile: DOC PS 1, Exterior, C-C Plugged, 5/8 inch thick.

E. Plywood Underlayment for Carpet: DOC PS 1, Exposure 1 Underlayment.

## 2.9 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

## 2.10 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.

B. Nails and Brads: ASTM F 1667.

C. Power-Driven Fasteners: CABO NER-272.

- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

## 2.11 METAL FRAMING ANCHORS

- A. General: Provide framing anchors made from hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation, of structural capacity, type, and size indicated (not including the galvanized coating), and as follows:
  - 1. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- B. Joist Hangers: U-shaped joist hangers 0.062 inch (15 gauge) thickness with 2-inch long seat and 1-1/4-inch wide nailing flanges at least 85 percent of joist depth. Style U; Simpson or equal.
- C. Bridging: Rigid, V-section, nailless type, 0.062 inch thick (15 gauge), length to suit joist size and spacing. Style NC or NCA; Simpson or equal.
- D. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch above base and with 2-inch minimum side cover, socket 0.062 inch thick, and standoff and adjustment plates 0.108 inch thick (9 gauge). EPB44T; Simpson or equal.
- E. Joist Ties: Flat straps, with holes for fasteners, for tying joists together over supports.
  - 1. Width: 1-1/4 inches.
  - 2. Thickness: 0.062 inch.
  - 3. Length: 24 inches or as indicated.
- F. Rafter Tie-Downs (Hurricane Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2-1/4 inches wide by 0.062 inch thick (15 gauge). Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below. H7; Simpson or equal.

- G. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches wide by 0.050 (16 gauge) inch thick by 36 inches long. Style LSTI; Simpson or equal.
- H. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base. Style PHD; Simpson or equal.
  - 1. Bolt Diameter: 3/4 inch.
  - 2. Width: 2-1/2 inches.
  - 3. Body Thickness: 0.138 inch (11gauge).
  - 4. Base Reinforcement Thickness: 0.108 inch (10 gauge).

## 2.12 MISCELLANEOUS MATERIALS

- A. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.
- B. Building Wrap: Air-retarder sheeting made from polyolefins; cross-laminated films, woven strands, or spun-bonded fibers; coated or uncoated; with or without perforations; and complying with ASTM E 1677, Type I.
  - 1. Thickness: Not less than 3 mils.
  - 2. Permeance: Not less than 10 perms.
  - 3. Flame-Spread Index: 25 or less per ASTM E 84.
  - 4. Allowable Exposure Time: Not less than three months.
- C. Building Wrap Tape: Pressure-sensitive plastic tape recommended by building wrap manufacturer for sealing joints and penetrations in building wrap.
- D. Sheathing Tape: Pressure-sensitive plastic tape for sealing joints and penetrations in sheathing and recommended by sheathing manufacturer for use with type of sheathing required.
- E. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by both adhesive and panel manufacturers.
- F. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for

accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWPAC M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. CABO NER-272 for power-driven fasteners.
  - 2. Published requirements of metal framing anchor manufacturer.
  - 3. Table 2306.1, "Fastening Schedule," in the Standard Building Code.
- E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required.
- F. Use finishing nails for exposed work, unless otherwise indicated. Countersink nail heads and fill holes with wood filler.

### 3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Build anchor bolts into masonry during installation of masonry work. Where possible, secure anchor bolts to formwork before concrete placement.

### 3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
  - 1. Fire block furred spaces of walls, at each floor level and at ceiling, with wood blocking or noncombustible materials accurately fitted to close furred spaces.

### 3.4 WOOD FRAMING INSTALLATION, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Do not splice structural members between supports.

- C. Where built-up beams or girders of 2-inch nominal dimension lumber on edge are required, fasten together with two rows of 20d nails spaced not less than 24 inches o.c. Locate one row near top edge and other near bottom edge.
  - 1. For continuous members, locate end joints over supports.

### 3.5 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Arrange studs so wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Provide double bottom and top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Anchor or nail plates to supporting construction, unless otherwise indicated.
  - 1. For exterior walls, provide 2-by-6-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
  - 2. For interior partitions and walls, provide 2-by-4-inch nominal size wood studs spaced 16 inches o.c., unless otherwise indicated.
- B. Construct corners and intersections with three or more studs. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.
- C. Fire block concealed spaces of wood-framed walls and partitions at each floor level and at ceiling line of top story. Where fire blocking is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal thick lumber of same width as framing members.
- D. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.
  - 1. For non-load-bearing partitions, provide double-jamb studs with headers not less than 4-inch nominal depth for openings 48 inches and less in width, 6-inch nominal depth for openings 4 to 6 feet in width, 8-inch nominal depth for openings 6 to 10 feet in width, and not less than 10-inch nominal depth for openings 10 to 12 feet in width.
  - 2. For load-bearing walls, provide double-jamb studs for openings 6 feet and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated or, if not indicated, according to Table 602.7 in the International One- and Two-Family Dwelling Code.
- E. Provide bracing in exterior walls, at both walls of each external corner, full-story height, unless otherwise indicated.
- F. Provide bracing in walls, full-story height, unless otherwise indicated. Provide one of the following:



1. Diagonal bracing at 45-degree angle using let-in 1-by-4-inch nominal size boards.
2. Plywood panels not less than 48 by 96 inches applied vertically.
3. In lieu of bracing at corners or at locations indicated, continuous gypsum sheathing may be provided in panels not less than 48 by 96 inches applied vertically.

### 3.6 FLOOR JOIST FRAMING INSTALLATION

- A. General: Install floor joists with crown edge up and support ends of each member with not less than 1-1/2 inches of bearing on wood or metal, or 3 inches on masonry. Attach floor joists as follows:
  1. Where framed into wood supporting members, by using wood ledgers as indicated or, if not indicated, by using metal joist hangers.
- B. A frame opening with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 48 inches.
- C. Do not notch in middle third of joists; limit notches to one-sixth depth of joist, one-third at ends. Do not bore holes larger than 1/3 depth of joist; do not locate closer than 2 inches from top or bottom.
- D. Provide solid blocking of 2-inch nominal thickness by depth of joist at ends of joists unless nailed to header or band.
- E. Lap members framing from opposite sides of beams, girders, or partitions not less than 6 inches or securely tie opposing members together. Provide solid blocking of 2-inch nominal thickness by depth of joist over supports.
- F. Anchor members paralleling masonry with 1/4-by-1-1/4-inch metal strap anchors spaced not more than 96 inches o.c., extending over and fastening to 3 joists. Embed anchors at least 6 inches into grouted masonry with ends bent at right angles and extending 4 inches beyond bend.
- G. Provide solid blocking between joists under jamb studs for openings.
- H. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above.
  1. Provide triple joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures.
- I. Provide bridging of type indicated below, at intervals of 96 inches o.c., between joists.
  1. Steel bridging installed to comply with bridging manufacturer's written instructions.

### 3.7 CEILING JOIST AND RAFTER FRAMING INSTALLATION

- A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.
  - 1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 2-by-4-inch nominal size stringers spaced 48 inches o.c. crosswise over main ceiling joists.
- B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
  - 1. At valleys, provide double-valley rafters of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against valley rafters.
  - 2. At hips, provide hip rafter of size indicated or, if not indicated, of same thickness as regular rafters and 2 inches deeper. Bevel ends of jack rafters for full bearing against hip rafter.
- C. Provide collar beams (ties) as indicated or, if not indicated, provide 1-by-6-inch nominal size boards between every third pair of rafters, but not more than 48 inches o.c. Locate below ridge member, at third point of rafter span. Cut ends to fit roof slope and nail to rafters.
- D. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions.

### 3.8 STAIR FRAMING INSTALLATION

- A. Provide stair framing members of size, space, and configuration indicated or, if not indicated, to comply with the following requirements:
  - 1. Stringer Size: 2-by-12-inch nominal size, minimum.
  - 2. Notching: Notch stringers to receive treads, risers, and supports; leave at least 3-1/2 inches of effective depth.
  - 3. Stringer Spacing: At least 3 stringers for each 36-inch clear width of stair.
- B. Provide stair framing with no more than 3/16-inch variation between adjacent treads and risers and no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

### 3.9 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
  - 1. Comply with "Code Plus" provisions in above-referenced guide.

- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Combination Subfloor-Underlayment:
    - a. Glue and nail to wood framing.
    - b. Screw to cold-formed metal framing.
    - c. Space panels 1/8 inch apart at edges and ends.
  - 2. Subflooring:
    - a. Glue and nail to wood framing.
    - b. Screw to cold-formed metal framing.
    - c. Space panels 1/8 inch apart at edges and ends.
  - 3. Sheathing:
    - a. Nail to wood framing.
    - b. Screw to cold-formed metal framing.
    - c. Space panels 1/8 inch apart at edges and ends.
  - 4. Plywood Backing Panels: Nail or screw to supports.

### 3.10 GYPSUM SHEATHING

- A. General: Fasten gypsum sheathing to supports with galvanized roofing nails; comply with GA-253 and manufacturer's recommended spacing and referenced fastening schedule. Keep perimeter fasteners 3/8 inch from edges and ends of units.
- B. Install 24-by-96-inch sheathing horizontally with long edges at right angles to studs with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent board without forcing. Abut ends of boards over centers of studs and stagger end joints of adjacent boards not less than one stud spacing, two where possible.

### 3.11 BUILDING PAPER APPLICATION

- A. Apply building paper horizontally with 3-inch overlap and 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails. Cover upstanding flashing with 4-inch overlap.

### 3.12 BUILDING WRAP APPLICATION

- A. Cover wall sheathing with building wrap as indicated.
  - 1. Comply with manufacturer's written instructions.
  - 2. Cover upstanding flashing with 4-inch overlap.
  - 3. Seal seams, edges, and penetrations with tape.
  - 4. Extend into jambs of openings and seal corners with tape.

### 3.13 SHEATHING TAPE APPLICATION

- A. Apply sheathing tape to joints between sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

END OF SECTION

## SECTION 06200 - FINISH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  1. Exterior standing and running trim of treated wood or fiber-cement.
  2. Exterior cement-fiber siding.
  3. Exterior cement-fiber soffits.
  4. Interior standing and running trim for field-painted finish.
  5. Interior wood door frames.
  6. Shelving and clothes rods.
  7. Stairs and railings.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Include construction details, material descriptions, dimensions of individual components and profiles, textures, and colors.
  1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
  2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
- B. Samples for Initial Selection: Color charts consisting of actual materials in small sections for siding for each type of material indicated.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer.
- B. Fire-Test-Response Characteristics: Where fire-retardant materials are indicated, provide materials with specified fire-test-response characteristics as determined by a testing and inspecting agency acceptable to authorities having jurisdiction. Identify

materials with appropriate markings of applicable testing and inspecting agency on surfaces of materials that will be concealed from view after installation.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials against weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
- B. Deliver interior finish carpentry only when environmental conditions meet requirements specified for installation areas. If finish carpentry must be stored in other than installation areas, store only where environmental conditions meet requirements specified for installation areas.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install interior finish carpentry until building is enclosed and weatherproof, wet work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit work to be performed according to manufacturer's written instructions and warranty requirements and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.

#### 1.7 WARRANTY

- A. Special Warranty for Siding: Manufacturer's standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace siding that fails in materials or workmanship within specified warranty period. Failures include, but are not limited to, deformation or deterioration beyond normal weathering.
  - 1. Warranty Period for Siding (Excluding Finish): 25 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Fiber-Cement Siding and Soffit Materials:
    - a. Hardiplank; James Hardie.
    - b. WeatherBoards; Certain Teed.
    - c. Cemplanl; Cemplan, Inc.
    - d. Approved equal.

## 2.2 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by the American Lumber Standards' Committee Board of Review.
  - 1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
- B. Softwood Plywood: DOC PS 1.
- C. Hardwood Plywood: HPVA HP-1.

## 2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: Lumber shall be treated according to AWWA C31 with Chromated copper arsenate (CCA).
  - a. Retention rate of 0.04 lbs/cu.ft.
    - 1. Kiln-dry material after treatment to levels required for untreated material. Do not use material that is warped or does not comply with requirements for untreated material.
    - 2. Mark each treated item with the Quality Mark Requirements of an inspection agency approved by the American Lumber Standards' Committee Board of Review.
    - 3. Application: Exterior trim and trim at windows and exterior doors.

## 2.4 EXTERIOR STANDING AND RUNNING TRIM – CEMENT- FIBER

- A. Flat Trim: Fiber-Cement four square smooth planks 1" to 3/4" in depth, width as indicated, if not indicated provide 5-1/2" to 6" wide planks, primed finish.
- B. Select flat trim units to project a minimum of 1/4" past the adjacent siding.

## 2.5 EXTERIOR STANDING AND RUNNING TRIM - WOOD

- A. Grade Prime or D finish hem-fir; NLGA, WCLIB, or WWPA.
  - 1. Moldings for Opaque Finish (Painted): P-grade eastern white, Idaho white, ponderosa, or sugar pine.
- B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from preservation treated kiln-dried stock and graded under WMMPA WM 4.
  - 1. Moldings shall be as indicated, if none are indicated provide 3 standard patters available for each application where moldings would be used and as follows:
  - 2. Casing Pattern: WM 366, 11/16-by-2-1/4-inch featheredge casing.
  - 3. Stop Pattern: 1-1/8 by 5-1/2 inch square edge stop.
  - 4. Brick Mold: .

## 2.6 SIDING

- A. Siding Textures and Patterns: Where indicated, provide primed cement-fiber siding as selected by Architect from manufacturer's full range with the following requirements:
  - 1. Horizontal wood grain pattern.
  - 2. Square edges, tapered planks.
  - 3. Exposure as indicated or manufacturer's standard width as selected to limit trimming for installation of windows and doors.

## 2.7 EXTERIOR SOFFITS

- A. Cement-fiber Soffits: Primed cement-fiber board, with board manufacturer's standard exterior enamel primer.
  - 1. Type: 1/2-inch thick flat panels, wood-grain textured.

## 2.8 INTERIOR STANDING AND RUNNING TRIM

- A. Lumber Trim for Opaque Finish (Painted): Finished lumber (S4S), solid lumber, of any listed species and grades:
  - 1. Grade D Select eastern white pine, lodgepole, white woods, ponderosa, or sugar pine.
  - 2. Grade A Finish alder, aspen, basswood, cottonwood, gum, magnolia, soft maple, sycamore, tupelo, or yellow poplar; NHLA.
- B. Moldings: Made to patterns included in WMMPA WM 7. Wood moldings made from kiln-dried stock and graded under WMMPA WM 4.
  - 1. Base Pattern: WM 750, 9/16-by-4-1/4-inch beaded-edge base.
  - 2. Shoe-Mold Pattern: WM 126, 1/2-by-3/4-inch quarter-round shoe mold.
  - 3. Casing Pattern: WM 376, 1 1/16-by-2-1/4-inch beaded-edge casing.
  - 4. Stop Pattern: WM 954, 3/8-by-1-3/8-inch bullnose stop.

## 2.9 SHELVING AND CLOTHES RODS

- A. Shelving: 3/4-inch B-B Plywood with 1/2 inch thick hardwood edging.
  - 1. Shelf Cleats: 3/4-by-5-1/2-inch boards with holes to receive clothes rods, of same species and grade indicated above for interior lumber trim for opaque finish.
- B. Clothes Rods: 1-1/2-inch diameter, clear, kiln-dried hardwood rods or aluminum tubes.

## 2.10 STAIRS AND RAILINGS

- A. Interior Stairs:
  - 1. Treads: 1-1/16-inch, clear, kiln-dried, edge-glued, rift-sawn red oak or poplar stepping with half-round nosing.
  - 2. Risers: 3/4-inch finish boards as specified above for interior lumber trim for opaque finish.



- B. Interior Balusters and Railings: Clear, kiln-dried yellow poplar of pattern indicated, either solid or laminated.
- C. Newel Posts: Clear, kiln-dried, turned yellow poplar newel posts of pattern and size indicated.

#### 2.11 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws of stainless steel or hot-dipped galvanized steel, in sufficient length to penetrate minimum of 1-1/2 inches into substrate, unless otherwise recommended by manufacturer:
- B. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, hot-dipped galvanized steel or stainless steel, required for application indicated to provide secure attachment, concealed where possible.
- C. Flashing: Comply with requirements in Section 0-7620 "Sheet Metal Flashing and Trim" for flashing materials installed in finish carpentry.
- D. Sealants: Comply with requirements in Section 07920 "Joint Sealants" for materials required for sealing siding work.

#### 2.12 FABRICATION

- A. Wood Moisture Content: Comply with requirements of specified inspection agencies and with manufacturer's written recommendations for moisture content of finish carpentry at relative humidity conditions existing during time of fabrication and in installation areas.
- B. Back out or kerf backs of the following members, except members with ends exposed in finished work:
  - 1. Exterior standing and running trim wider than 5 inches.
  - 2. Interior standing and running trim, except shoe and crown molds.
- C. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours[, unless longer conditioning is recommended by manufacturer].
- C. Prime lumber for exterior applications to be painted, including both faces and edges. Cut to required lengths and prime ends. Comply with requirements in Division 9 Section "Painting."

### 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
  - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
  - 1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
  - 2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
  - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
  - 4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/16-inch variation between largest and smallest treads and risers within each flight.
  - 5. Coordinate finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate finish carpentry.

### 3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
  - 1. Match color and grain pattern across joints.
  - 2. Install trim after gypsum board joint finishing operations are completed.
  - 3. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping. Countersink fastener heads on exposed carpentry work and fill holes.
  - 4. Fit exterior joints to exclude water. Apply flat grain lumber with bark side exposed to weather.

### 3.5 SIDING INSTALLATION

- A. Horizontal Cement-Fiber Siding: Apply starter strip or molding along bottom edge of sheathing or sill. Nail to wood framing and screw to metal framing at each stud. Do not allow nails to penetrate more than one thickness of siding.
  - 1. Leave 1/8-inch gap at trim and corners, unless otherwise recommended by manufacturer, and apply sealant.
  - 2. Butt joints only over framing or blocking, nailing top and bottom on each side and staggering joints in subsequent courses.
- B. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.
- C. Install siding to comply with manufacturer's warranty requirements.

### 3.6 STAIR AND RAILING INSTALLATION

- A. Treads and Risers at Interior Stairs: Secure treads and risers by gluing and nailing to rough carriages. Cope wall stringers to fit tightly over treads and risers.
- B. Balusters: Dovetail or mortise balusters into treads, glue, and nail in place. Let into railings and glue in place.
- C. Newel Posts: Secure newel posts to stringers, rough carriages, and risers with countersunk-head wood screws and glue.
- D. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws or rail bolts, and glue. Assemble railings at goosenecks, easements, and splices with rail bolts and glue.

### 3.7 ADJUSTING

- A. Replace finish carpentry that is damaged or does not comply with requirements. Finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

### 3.8 CLEANING

- A. Clean finish carpentry on exposed and semiexposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

END OF SECTION

## SECTION 07610 - SHEET METAL ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following custom-fabricated factory pre-finished standing-seam sheet zinc-tin alloy (50 percent zinc, 50 percent tin) metal roofing.
- B. This Section includes zinc-tin alloy gutters, downspouts, trim, and accessory items to complete the roofing and related items.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide complete sheet metal roofing system, including, but not limited to, custom-fabricated metal roof pans, cleats, clips, anchors and fasteners, sheet metal flashing and drainage components related to sheet metal roofing, fascia panels, trim, underlayment, and accessories as indicated and as required for a weathertight installation.
- B. Wind-Uplift Resistance: Provide custom-fabricated sheet metal roofing capable of resisting the following design negative uplift pressure. Provide clips, fasteners, and clip spacing of type indicated and with capability to sustain, without failure, a load equal to 3 times the design negative uplift pressure.
  - 1. Design Negative Uplift Pressure: 1.57 psf.
- C. Thermal Movements: Provide sheet metal roofing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal roofing thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 200 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal roofing that does not allow water infiltration to building interior, with metal flashing and connections of sheet metal roofing lapped to allow moisture to run over and off the material.

#### 1.4 SUBMITTALS

- A. Product Data: For each product indicated. Include details of construction relative to materials, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal roofing, including plans, elevations, and keyed references to termination points. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Details for forming sheet metal roofing, including seams and dimensions.
  - 2. Details for joining and securing sheet metal roofing, including layout of fasteners, clips, and other attachments. Include pattern of seams.
  - 3. Details of termination points and assemblies, including fixed points.
  - 4. Details of expansion joints, including showing direction of expansion and contraction.
  - 5. Details of roof penetrations.
  - 6. Details of gutters and downspouts.
  - 7. Details of the following items, at a scale of not less than 1-1/2 inches per 12 inches:
    - a. Flashing and trim.
    - b. Connections to adjoining work.
    - c. Edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings.
    - d. Special conditions
- C. Samples for Selection: For each type of sheet metal roofing indicated with factory-applied color finishes.
  - 1. Sheet Metal Roofing: 12 inches by 12 inches, including finished seam. Include fasteners, cleats, closures, and other attachments.
  - 2. Trim and Closures: 12 inches long. Include fasteners and other exposed accessories.
  - 3. Accessories: 12-inch long Samples for each type of accessory.
- D. Qualification Data: For Fabricator.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sheet metal roofing portable roll-forming equipment. Include reports for structural performance.
- F. Warranties: Special warranties specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Custom-Fabricated Sheet Metal Roofing Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate sheet metal roofing similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Roofing Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

- C. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to sheet metal roofing.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review methods and procedures related to sheet metal roofing installation.
  - 3. Examine sheathing conditions for compliance with requirements, including flatness and attachment to structural members.
  - 4. Review flashings, special roofing details, roof drainage, roof penetrations, and condition of other construction that will affect sheet metal roofing.
  - 5. Review temporary protection requirements for sheet metal roofing during and after installation.
  - 6. Review roof observation and repair procedures after sheet metal roofing installation.
  - 7. Document proceedings, including corrective measures and actions required.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal roofing pans, components, and other sheet metal roofing materials so as not to be damaged or deformed. Package sheet metal roofing materials for protection during transportation and handling.
- B. Unload, store, and erect sheet metal roofing materials in a manner to prevent bending, warping, twisting, and surface damage.
- C. Protect strippable protective covering on sheet metal roofing from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal roofing installation.

#### 1.7 COORDINATION

- A. Coordinate sheet metal roofing with rain drainage work, flashing, trim, and construction of sheathing, parapets, walls, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

#### 1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal roofing that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Installer's Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by Roofing Installer, in which Roofing Installer agrees to repair or replace components of custom-fabricated sheet metal roofing that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
    - a. Structural failures.
    - b. Loose parts.
    - c. Wrinkling or buckling.
    - d. Failure to remain weathertight, including uncontrolled water leakage.
    - e. Deterioration of metals, metal finishes, and other materials beyond normal weathering, including nonuniformity of color or finish.
    - f. Galvanic action between sheet metal roofing and dissimilar materials.
  2. Warranty Period: Three years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Roofing System Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Instaloc; Architectural Building Components.
  2. 550 Series; Met-Fab, Inc.
  3. Concealed Fastener System; Morin Corporation.
  4. Approved equal.
- B. Gutter and Downspout Systems Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Architectural Building Components.
  2. Approved equal.

### 2.2 SHEET METALS

- A. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792, Class AZ55 coating designation, Grade 50.
  2. Surface: Smooth, flat finish.
    - a) Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear

fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight, equal to 70% Kynar 500 Premium Fluorocarbon.

3. Color: As selected by Architect from manufacturer's full range.

- B. Roofing Pans: 24-gauge base steel thickness, approximately 13 inches between seams.
- C. Gutters, Downspouts, and Trim: Gauges as required by SMACNA "Architectural Sheet Metal Manual."

## 2.3 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felts.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
- B. Fasteners: Self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - 1. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
  - 2. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Solder for Zinc-Tin Alloy-Coated Steel: ASTM B 32, 100 percent tin.
- D. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- E. Elastomeric Joint Sealant: ASTM C 920, of base polymer, type, grade, class, and use classifications required to produce joints in sheet metal roofing that will remain weathertight and as recommended by roll-formed sheet metal roofing manufacturer for installation indicated.
- F. Expansion-Joint Sealant: For hooked-type expansion joints, which must be free to move, provide nonsetting, nonhardening, nonmigrating, heavy-bodied polyisobutylene sealant.

## 2.5 ACCESSORIES

- A. Sheet Metal Roofing Accessories: Provide components required for a complete sheet metal roofing assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of sheet metal roofing, unless otherwise indicated.



1. Closures: Provide closures at eaves and ridges, fabricated of same metal as sheet metal roofing.
  2. Clips: Minimum 14 gauge thick, stainless-steel panel clips designed to withstand negative-load requirements.
  3. Cleats: Mechanically seamed cleats formed from the following material:
    - a. Metallic-Coated Steel Roofing: 21-gauge thick, stainless steel or nylon-coated aluminum sheet.
  4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- B. Flashing and Trim: Aluminum-zinc alloy-coated steel sheet prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent sheet metal roofing.
- C. Gutters: Formed from 24 gauge thick, aluminum-zinc alloy-coated steel sheet prepainted with coil coating. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch long sections, sized according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced 36 inches o.c., fabricated from same metal as gutters. Provide bronze, copper, or aluminum wire ball strainers at outlets. Finish gutters to match sheet metal roofing.
- D. Downspouts: Formed from 24 gauge thick, aluminum-zinc alloy-coated steel sheet prepainted with coil coating; in 8-foot long sections, complete with formed elbows and offsets. Finish downspouts to match sheet metal roofing.

## 2.6 FABRICATION

- A. General: Custom fabricate sheet metal roofing to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions (pan width and seam height), geometry, metal thickness, and other characteristics of installation indicated. Fabricate sheet metal roofing and accessories at the shop to greatest extent possible.
1. Standing-Seam Roofing: Form standing-seam pans with finished seam height of 1 inch.
- B. Fabricate sheet metal roofing to allow for expansion in running work sufficient to prevent leakage, damage, and deterioration of the Work. Form exposed sheet metal work to fit substrates without excessive oil canning, buckling, and tool marks, true to line and levels indicated, and with exposed edges folded back to form hems.
1. Fold and cleat eaves and transverse seams in the shop.
  2. Form and fabricate sheets, seams, strips, cleats, valleys, ridges, edge treatments, integral flashings, and other components of metal roofing to profiles, patterns, and drainage arrangements shown and as required for leakproof construction.

- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant (concealed within joints).
- D. Sealant Joints: Where movable, nonexpansion-type joints are indicated or required to produce weathertight seams, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Metal Protection: Where dissimilar metals will contact each other, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturers of dissimilar metals or by fabricator.
- F. Sheet Metal Accessories: Custom fabricate flashings and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Obtain field measurements for accurate fit before shop fabrication.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Seams: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 3. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
  - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

## 2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, sheet metal roofing supports, and other conditions affecting performance of work.
  - 1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored, and that provision has been made for flashings, and penetrations through sheet metal roofing.
- B. Examine roughing-in for components and systems penetrating sheet metal roofing to verify actual locations of penetrations relative to seam locations of sheet metal roofing before sheet metal roofing installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Roofing: Before installation, if required by the manufacturer's written instructions, paint underside of zinc-tin alloy-coated steel as follows.
  - 1. Prime with zinc-tin alloy-coated steel primer, applied at a dry film thickness of not less than 2.5 mils, or with mill-applied shop coat.

### 3.3 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment and building-paper slip sheet on roof sheathing under sheet metal roofing. Use adhesive for temporary anchorage, where possible, to minimize use of mechanical fasteners under sheet metal roofing. Apply in shingle fashion to shed water, with lapped joints of not less than 3 inches.

### 3.4 INSTALLATION, GENERAL

- A. General: Anchor sheet metal roofing and other components of the Work securely in place, with provisions for thermal and structural movement. Install fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete roofing system and as recommended by fabricator for sheet metal roofing.
  - 1. Field cutting of sheet metal roofing by torch is not permitted.
  - 2. Rigidly fasten eave end of sheet metal roofing and allow ridge end free movement due to thermal expansion and contraction. Predrill roofing.
  - 3. Flash and seal sheet metal roofing with weather closures at eaves, rakes, and at perimeter of all openings. Fasten with self-tapping screws.
  - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
  - 5. Install ridge and hip caps as sheet metal roofing work proceeds.
  - 6. Lap metal flashing over sheet metal roofing to allow moisture to run over and off the material.

- B. Fasteners: Use stainless steel fasteners of sizes that will not penetrate completely through substrate.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by fabricator of sheet metal roofing or manufacturers of dissimilar metals.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Fascia: Align bottom of sheet metal roofing and fasten with blind rivets, bolts, or self-tapping screws. Flash and seal sheet metal roofing with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

### 3.5 SHEET METAL ROOFING INSTALLATION

- A. Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering temper and reflectivity of metal. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back sheet metal to form a hem on concealed side of exposed edges, unless otherwise indicated.
  - 1. Install cleats to hold sheet metal panels in position. Attach each cleat with two fasteners to prevent rotation.
  - 2. Nail cleats not more than 12 inches o.c. Bend tabs over nails.
- B. Seal joints as shown and as required for leakproof construction. Provide low-slope transverse seams using cleats where backup of moisture may occur.
  - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
- C. Provide expansion cleats in roof panels that exceed 30 feet in length.
- D. Standing-Seam Roofing: Attach standing-seam metal pans to substrate with cleats, double-nailed at 12 inches o.c. Install pans reaching from eave to ridge before moving to adjacent pans. Lock each pan to pan below with transverse seam. Before pans are locked, apply continuous bead of sealant to top flange of lower pan. Crimp standing seams by folding over twice so cleat and pan edges are completely engaged.

### 3.6 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
  - 1. Install exposed flashing and trim that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
  - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 4 feet o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
- E. Pipe Flashing: Form flashing around pipe penetration and sheet metal roofing. Fasten and seal to sheet metal roofing as recommended by manufacturer.

### 3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal roofing within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.8 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder and sealants.
- B. Remove temporary protective coverings and strippable films, if any, as sheet metal roofing is installed. On completion of sheet metal roofing installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- C. Replace panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

3.9 ROOFING INSTALLER'S WARRANTY Following 2 pages

### ROOFING INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: Housing Authority of New Orleans
  2. Address: 4100 Touro Street, New Orleans, LA 70122.
  3. Building Name/Type: **<Insert information.>**
  4. Address: **<Insert address.>**
  5. Area of Work: **<Insert information.>**
  6. Acceptance Date: **<Insert date.>**
  7. Warranty Period: 3 years.
  8. Expiration Date: **<Insert date.>**
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding 110 mph
    - c. damage caused by vandalism;
    - d. fire;
    - e. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - f. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; and
    - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
  6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.
1. Authorized Signature: **<Insert signature.>**
  2. Name: **<Insert name.>**
  3. Title: **<Insert title.>**



## SECTION 08515 – SECURITY SCREENS, STORM DOORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes security screens for first floor and other indicated windows:
  - 1. Security screens shall be center mullion hinged, prefinished steel framed with stainless steel panel infill panel.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide emergency release operation and screen configuration to comply with NFPA 101 (*National Fire Protection, Life Safety Handbook*), Article (5-2.1.7.1) that releases in the direction of egress unlocking in one motion. Release device shall comply with the requirements of the ADAAG (*American with Disabilities Act Accessibility Guidelines*), for operation by persons with limited mobility. Provide emergency release screens at properly sized windows in bedrooms
- B. Screens shall be designed and fabricated to resist glass breakage and forced entry. Reveal mount screens (inside the masonry opening).

#### 1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of security screen indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other Work, operational clearances, and the following:
  - 1. Mullion details, including reinforcement and stiffeners.
  - 2. Joinery details.
- C. Certification that the emergency release device complies with the requirements of the NFPA.
- D. Samples for Initial Selection: 6 by 6 inches of manufacturer's complete available colors applied to galvanized steel for units with factory-applied color finishes.

- E. Samples for Verification: Full size sample sizes as to fit the smallest window on the project for review and approval of the color selection and details of mounting.

## 1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain security screens through one source from a single manufacturer.
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

## 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify window openings by field measurements before fabrication and indicate measurements on Shop Drawings.
  - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating aluminum windows without field measurements. Coordinate wall construction to ensure that actual opening dimensions correspond to established dimensions.

## 1.7 WARRANTY

- A. Manufacturer shall provide a five-year warranty against failure of the emergency release mechanism and release of the screening to provide emergency egress.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers shall have a minimum of five years experience in the manufacture of security screens.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Seal Craft  
PO Box 78326  
Shreveport, LA 71107.
  - 2. Rusco Canada Manufacturing Ltd.  
180 Willmott St  
Cobourg, OH K9A4R5 Canada
  - 3. Kane Manufacturing Corp.  
515 N. Fraley St.  
Kane, PA 16735
  - 4. Approved equal.

## 2.2 MATERIALS, GENERAL

- A. Fabricate framing, and sub-frames if required, from galvanized 16 gage steel 1-1/2 inch by 3/4-inch minimum depth shapes. Fabricate tabs or mounting straps of 14 gage steel with recessed area to accommodate shear headed fastener.
- B. Fasteners shall be stainless steel.
- C. Operational hardware shall be stainless steel or other non-ferrous metals. Plastic components in operational hardware limited to washers, shims, spacers and other applications that do not effect the operation of the emergency release.
- D. Infill panel material shall be 12 by 12 mesh 0.028 stainless steel wire cloth.

## 2.3 FABRICATION

- A. General: Cope and miter frame then reinforce corners, prior to welding all corners to provide smooth hairline joints. Fabricate frames with integrate mounting tabs or straps.
- B. Internally reinforce the frame with 14 gauge by 2 inch long steel straps at the historic developments with the fasteners mounted in the framing.
- C. After welding, corners shall be ground smooth filled and all areas where the galvanized finish is damaged will be painted with a zinc rich primer to restore the rust resistant finish.
- D. Accurately fit all components together with minimal clearances need to provide for expansion and contraction of components over a 150-degree range (25 to 125 degrees F).
- E. Provide framing system for security screens to allow for variations of one-quarter inches in the masonry opening.
- F. Provide security screws or other type of removable non-standard fasteners for removal and replacement of the infill panel from the interior side.
- G. Framing including intermediate members at historic developments shall match the width and spacing of the sash and members being protected.
- H. Emergency release grip for pin or pins shall be operable within limitations of ADAAG.
- I. Finish steel components with a shop applied, oven dried semi-gloss polyurethane paint system equal to Endura-Shield by Tnemec, color as selected from the full available colors shown in the *Color Formula Guide* by Tnemec for each development. Prepare metal for coating system as required by the coating system manufacturer to assure maximum performance of the coating system.

## 2.4 FASTENERS

- A. Fasteners shall be stainless steel expansion type anchors with a shearing cap for flush mounting into recessed locations in the mounting strap or screen frame.
- B. Fasteners shall be sized to resist 3,00 ft/lbs of lift.
- C. Location of fasteners shall be a minimum of 1-1/2 inches from the edge of the surrounding masonry opening.
- D. Tabs or straps for fasteners of surface mounted screens shall be sized to be a minimum of three times the diameter of the fasteners in the tab or strap.
- E. Tabs or straps shall be fabricated to accommodate the flush head of the fasteners.

## 2.5 FINISHES

- A. General: Finish steel components with a shop applied, oven dried semi-gloss polyurethane paint system equal to Endura-Shield by Tnemec, color as selected from the full available colors shown in the *Color Formula Guide* by Tnemec for each development. Prepare metal for coating system as required by the coating system manufacturer to assure maximum performance of the coating system. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and selected finishes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine openings, substrates, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances; rough opening dimensions; coordination with other built-in components; operational clearances; and other conditions affecting performance of work.
  - 1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
  - 2. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Comply with manufacturer's written instructions for installing security screens, hardware, accessories, and other components.
- B. Install security screens level, plumb, square, true to line, without distortion, anchored securely in place to adjacent construction.

- C. Set sill members as indicated, for drainage.

### 3.3 ADJUSTING

- A. Adjust operating sashes, hardware, and accessories for a tight fit at contact points. Lubricate hardware and moving parts.

### 3.4 PROTECTION AND CLEANING

- A. Protect security screens from contact with contaminating substances resulting from construction operations. In addition, monitor security screen surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact security screen surfaces, remove contaminants immediately according to manufacturer's written recommendations.

### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain operating components and replacement of in-fill screen mesh.

END OF SECTION

## SECTION 08520 - ALUMINUM WINDOWS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes single-hung windows with screens.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified.
- B. Structural Performance: Provide aluminum windows capable of withstanding the following, including wind loads based on passing AAMA/NWWDA 101/I.S.2, Uniform Load Structural Test, at basic wind speed indicated:
  - 1. Deflection: Based on passing AAMA/NWWDA 101/I.S.2, Uniform Load Deflection Test or on glass framing system designed to limit lateral deflections of glass edges to less than 1/175 of glass-edge length at design pressure based on structural computations.
  - 2. Basic Wind Speed: 110 miles per hour at 33 feet above grade. Determine wind loads and resulting design pressures applicable to Project according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures," Section 6.4.2, "Analytic Procedure"; based on mean roof heights above grade as indicated on Drawings.
- C. Air Infiltration: Maximum rate not more than 0.03 cfm/ft when tested according to AAMA/NWWDA 101/I.S.2, Air Infiltration Test.
- D. Water Resistance: No water leakage as defined in AAMA/NWWDA referenced test methods at a water test pressure equaling 6 psf when tested according to AAMA/NWWDA 101/I.S.2, Water Resistance Test.
- E. Thermal Transmittance: Provide aluminum windows with a whole-window U-value maximum 48 at 15-mph exterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
- F. Thermal Movements: Provide aluminum windows, including anchorage, that accommodate thermal movements of units resulting from 180 degree maximum change (range) in ambient and surface temperatures without buckling, distortion, opening of joints, failure of joint sealants, damaging loads and stresses on glazing and connections, and other detrimental effects. Base engineering calculation on actual surface temperatures of materials due to solar heat gain and nighttime-sky heat loss.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of aluminum window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other Work, and operational clearances.
- C. Samples: For each exposed finish.
- D. Field quality-control test reports.
- E. Product test reports.
- F. Maintenance data.

#### 1.4 QUALITY ASSURANCE

- A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. EFCO Corporation.
  - 2. Graham Architectural Products Corp.
  - 3. Seal Craft Manufacturing Co.
  - 4. Winco Manufacturing Co.
  - 5. Approved equal.

#### 2.2 GLAZING

- A. Glass: Clear, insulating-glass system with outboard 1/8" lite with clear glass, Low-E coating on #2 face separated by argon gas filled pock from the inboard clear glass 1/8" lite.
- B. At windows in Bathrooms provide a obscure coating on the #3 face of the glass.
- C. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

#### 2.3 INSECT SCREENS

- A. General: Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Locate screens on inside of window and provide for each operable exterior sash or ventilator.

- B. Aluminum Insect Screen Frames: Manufacturer's standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints, concealed fasteners and removable PVC spline/anchor concealing edge of frame.
  - 1. Finish: Match aluminum window members.
- C. Glass-Fiber Mesh Fabric: [18-by-14 mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration in the following color. Comply with ASTM D 3656.

## 2.4 FABRICATION

- A. General: Fabricate aluminum windows with a minimum frame depth of 2-1/2 inches, in sizes indicated, that comply with requirements. Include a complete system for assembling components and anchoring windows.
- B. Fabricate aluminum windows that are reglazable without dismantling sash framing.
- C. Weather Stripping: Provide full-perimeter weather stripping for each operable sash
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Panning: Fabricate frames with full surrounding panning of sufficient strength to assure a satisfactory installation. Provide complete interior snap on trim sections to secure window and adjacent construction without exposed fasteners.
- F. Glazing Stops: Provide snap-on glazing stops coordinated with glazing system indicated. Provide glazing stops to match sash and ventilator frames.

## 2.5 FINISHES

- A. Aluminum High-Performance Organic Finish: Two-coat thermocured system with fluoropolymer coats containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605. Color as selected from manufacturer's full range

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- B. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.



- D. Metal Protection: Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified in "Dissimilar Materials" Paragraph in Appendix B in AAMA/NWWDA 101/I.S.2.
- E. Adjust operating sashes, screens, and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
- F. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.
- G. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- H. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels and clean surfaces.
- I. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION

## SECTION 09260 - GYPSUM BOARD ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Interior gypsum wallboard:
    - a. Standard performance panels.
    - b. High impact type performance panels.
    - c. Type X (Fire resistant) type performance panels.
    - d. Water-Resistant (Greenboard) panels.
  - 2. Non-load-bearing steel framing.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each textured finish indicated and on same backing indicated for Work.

#### 1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For gypsum board assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Mockups: Before finishing gypsum board assemblies, install mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and qualities of materials and execution.
  - 1. Install mockups for surfaces with texture finishes.
  - 2. Simulate finished lighting conditions for review of mockups.
  - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products listed.

## 2.2 STEEL FRAMING

- A. Steel Framing, General: Comply with ASTM C 754 for conditions indicated.
1. Steel Sheet Components: Metal complying with ASTM C 645, 20 gauge standard studs, runners, furring channels and accessories.
    - a. Protective Coating: ASTM A 653 G60, hot-dip galvanized zinc coating.
    - b. 3-5/8 stud width, unless otherwise noted.
  2. Fasteners: Type S-12 Bulge Head Drywall screws standard, hot-dipped galvanized or stainless steel; sized to penetrate wood studs a minimum of 5/8 inches, steel studs by 4 full threads.
  3. Flat Strap and Backing Plate: 20 gauge galvanized steel sheet for blocking and bracing in length and width indicated, or if none indicated to be 1-1/2 inches wider and extending two studs past either end than item being supported.
  4. Cold-Rolled Channel Bridging: 16 gauge bare steel thickness, with minimum 1/2 inch wide flange, and in depth required by openings in studs.
    - a. Clip Angle: 1-1/2 by 1-1/2 inch, 14 gauge thick, galvanized steel.
  5. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 20 gauge 1-1/2 inch depth, unless otherwise indicated.
  6. Cold-Rolled Furring Channels: 16 gauge bare steel thickness, with minimum 1/2-inch wide flange, and in depth indicated.
    - a. Tie Wire: ASTM A 641, Class 1 zinc coating, soft temper, 15 gauge diameter wire.

## 2.3 PANEL PRODUCTS

- A. Panel Size, General: Provide in maximum lengths and widths available that will minimize joints in each area and correspond with support system indicated.
- B. Gypsum Wallboard: ASTM C 36, 5/8 inch thickness, unless otherwise noted.
1. Regular Type: In thickness indicated and with long edges tapered.
  2. Type X: In thickness indicated and with long edges tapered.
    - a. Products complying with the requirements include but are not limited to the following:
      - 1) Regular and Fire-Shield Gold Bond Gypsum Wallboard; National Gypsum Co.
      - 2) Regular and Type X Sheetrock; U S Gypsum Co.
      - 3) Approved equal.
- C. Abuse-Resistant Gypsum Wallboard: ASTM C 36, manufactured to produce greater resistance to surface indentation and through-penetration than standard gypsum panels.
- a. Products complying to the requirements include but are not limited to the following:
    - 1) Hi-Abuse, Gold Bond; National Gypsum Co.
    - 2) ToughRock; Georgia-Pacific.
    - 3) Approved equal.

- D. Water-Resistant Gypsum Backer Board: ASTM C 630, Gypsum core panel with additives to enhance water-resistance of core; surfaced with water repellent paper.
  - 1. Products complying to the requirements include but are not limited to the following:
    - 1) Gold Bond MR; National Gypsum Co.
    - 2) Sheetrock Water-Resistant; U S Gypsum Co.
    - 3) Approved equal.

## 2.4 TRIM ACCESSORIES

- A. Interior Trim: Pure zinc or plastic items complying with ASTM C 1047.
  - 1. Cornerbead: Use at outside corners.
  - 2. LC-Bead: Use at exposed panel edges.

## 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape: Paper or fiberglass grid type.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, flanges of trim accessories, and fasteners, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use sandable topping compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

## 2.7 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Aggregate Finish: Water-based, job-mixed, aggregated, drying-type texture finish for spray application.
  - 1. Available Products:

- a. G-P Gypsum Corp.; GyProc Vermiculite Ceiling Texture.
- b. United States Gypsum Co.; SHEETROCK Wall and Ceiling Spray Texture (Aggregated).

## PART 3 EXECUTION

### 3.1 NON-LOAD-BEARING STEEL FRAMING INSTALLATION

- A. General: Comply with ASTM C 754, and ASTM C 840 requirements that apply to framing installation.
- B. Suspended Ceiling and Soffit Framing:
  1. Suspend ceiling hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, counter-splaying, or other equally effective means.
  2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
  3. Attach hangers to structural members. Do not support ceilings from or attach hangers to roof decks, ducts, pipes, or conduit.
  4. Screw furring to wood framing.
  5. Wire-tie furring channels to supports, as required to comply with requirements for assemblies indicated.
  6. Grid Suspension System: Attach perimeter wall track or angle where grid suspension system meets vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- C. Partition and Soffit Framing:
  1. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
  2. Frame door openings to comply with GA-600 and with gypsum board manufacturer's applicable written recommendations, unless otherwise indicated. Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb, unless otherwise indicated.

### 2.8 PANEL PRODUCT INSTALLATION

- A. Gypsum Board: Comply with ASTM C 840 and GA-216.

1. Space screws a maximum of 12 inches o.c. for vertical applications.
2. Space fasteners in panels that are tile substrates a maximum of 8 inches o.c.
3. On ceilings, apply gypsum panels before wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
4. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
  - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
  - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
5. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.
6. Multilayer Fastening Methods: Fasten base layers and face layers separately to supports with screws.

## 2.9 FINISHING

- A. Installing Trim Accessories: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Finishing Gypsum Board Panels: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
  1. Prefill open joints and damaged surface areas.
  2. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- C. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C 840, for locations indicated:
  1. Level 2: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges where panels are substrate for tile.
  2. Level 4: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges at panel surfaces that will be exposed to view, unless otherwise indicated.

## 2.10 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.

- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture finish manufacturer's written recommendations.

END OF SECTION

## SECTION 09912 - PAINTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of finish-coat material indicated.

#### 1.3 QUALITY ASSURANCE

- A. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
  - 1. Wall Surfaces: Provide samples on at least 100 sq. ft.
  - 2. Small Areas and Items: Architect will designate items or areas required.
  - 3. Final approval of colors will be from benchmark samples.

#### 1.4 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS



- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Benjamin Moore & Co. (Benjamin Moore).
  - 2. ICI Dulux Paint Centers (ICI Dulux Paints).
  - 3. Kelly-Moore Paint Co. (Kelly-Moore).
  - 4. Mater Coatings Technologies, Inc. (Master Coatings).
  - 5. PPG Industries, Inc. (Pittsburgh Paints).
  - 6. Sherwin-Williams Co. (Sherwin-Williams).
  - 7. Tnemec

## 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: As selected from manufacturer's full range.

## 2.3 PREPARATORY COATS

- A. Concrete Unit Masonry Block Filler: High-performance latex block filler of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
- B. Exterior Primer: Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
  - 1. Ferrous-Metal and Aluminum Substrates: Rust-inhibitive metal primer.
  - 2. Zinc-Coated Metal Substrates: Galvanized metal primer.
  - 3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.
- C. Interior Primer: Interior latex-based or alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
  - 1. Ferrous-Metal Substrates: Quick drying, rust-inhibitive metal primer.
  - 2. Zinc-Coated Metal Substrates: Galvanized metal primer.

3. Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat.

## 2.4 EXTERIOR FINISH COATS

### A. Exterior Low-Luster Acrylic Paint:

1. Benjamin Moore; Moorcraft Super Spec Low Lustre Latex House Paint No. 185.
2. ICI Dulux Paints; 2402-XXXX Dulux Professional Exterior 100 Percent Acrylic Satin Finish.
3. Master Coating; Scuffmaster ScrubTough Polyurethane fortified eggshell coating.
4. Pittsburgh Paints; 6-2000 Series SpeedHide Exterior House & Trim Satin--Acrylic Latex.
5. Sherwin-Williams; A-100 Exterior Latex Satin House & Trim Paint A82 Series.
6. Approved equal.

### B. Exterior Full-Gloss Acrylic Enamel for Ferrous and Other Metals:

1. Benjamin Moore; Moore's IMC Acrylic Gloss Enamel M28.
2. ICI Dulux Paints; 3028-XXXX Dulux Interior/Exterior Acrylic Gloss Finish.
3. Pittsburgh Paints; 90-300 Series Pitt-Tech One Pack Interior/Exterior High Performance Waterborne High Gloss DTM Industrial Enamels.
4. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series.
5. Approved equal.

## 2.5 INTERIOR FINISH COATS

### A. Interior Flat Acrylic Paint:

1. Benjamin Moore; Moorecraft Super Spec Latex Flat No. 275.
2. ICI Dulux Paints; 1200-XXXX Dulux Professional Velvet Matte Interior Flat Latex Wall & Trim Finish.
3. Pittsburgh Paints; 6-70 Line SpeedHide Interior Wall Flat-Latex Paint.
4. Sherwin-Williams; ProMar 200 Interior Latex Flat Wall Paint B30W200 Series.
5. Approved equal.

### B. Interior Low-Luster Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Eggshell Enamel No. 274.
2. ICI Dulux Paints; 1402-XXXX Dulux Professional Acrylic Eggshell Interior Wall & Trim Enamel.
3. Master Coating; Scuffmaster ScrubTough Polyurethane fortified eggshell coating.
4. Pittsburgh Paints; 6-400 Series SpeedHide Eggshell Acrylic Latex Enamel.
5. Sherwin-Williams; ProMar 200 Interior Latex Egg-Shell Enamel B20W200 Series.
6. Approved equal.

### C. Interior Semigloss Acrylic Enamel:

1. Benjamin Moore; Moorcraft Super Spec Latex Semi-Gloss Enamel No. 276.

2. ICI Dulux Paints; 1406-XXXX Dulux Professional Acrylic Semi-Gloss Interior Wall & Trim Enamel.
3. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Latex.
4. Sherwin-Williams; ProMar 200 Interior Latex Semi-Gloss Enamel B31W200 Series.
5. Approved equal.

D. Interior Full-Gloss Alkyd Enamel for Gypsum Board:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
3. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
4. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
5. Approved equal.

E. Interior Full-Gloss Alkyd Enamel for Wood and Metal Surfaces:

1. Benjamin Moore; Moore's IMC Urethane Alkyd Enamel No. M22.
2. ICI Dulux Paints; 4308-XXXX Devguard Alkyd Industrial Gloss Enamel.
3. Pittsburgh Paints; 7-814 Series Pittsburgh Paints Industrial Gloss-Oil Interior/Exterior Enamel.
4. Sherwin-Williams; ProMar 200 Alkyd Gloss Enamel B35W200 Series.
5. Approved equal.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with manufacturer's procedures specified for inspection and acceptance of surfaces to be painted.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- C. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  1. Provide barrier coats over incompatible primers or remove and reprime.

2. Cementitious Materials: Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
    - c. If transparent finish is required, backprime with spar varnish.
    - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
  4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
    - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
    - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
  5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- E. Material Preparation:
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- F. Exposed Surfaces: Include areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
1. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  2. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
  3. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
  - G. Sand lightly between each succeeding enamel or varnish coat.
  - H. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
    1. Omit primer over metal surfaces that have been shop primed and touchup painted.
    2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
  - I. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
  - J. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
  - K. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
  - L. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
  - M. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
  - N. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- 3.2 CLEANING AND PROTECTING
- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
  - B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting.
  - C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

### 3.3 EXTERIOR PAINT SCHEDULE

- A. Concrete, Stucco, and Masonry (Previously painted surfaces):
  1. Acrylic Finish: Two finish coats.
    - a. Finish Coats: Exterior low-luster acrylic paint.
- B. Concrete, Stucco, and Concrete Unit Masonry (New construction):
  1. Acrylic Finish: One finish coat over a block filler at concrete masonry units; Two finish coats at Concrete and Stucco..
    - a. Block Filler: Concrete unit masonry block filler.
    - b. Finish Coats: Exterior low-luster acrylic paint.
- C. Smooth Wood Trim :
  1. Alkyd-Enamel Finish: One finish coat over a primer, delete primer at previously painted surfaces, use two finish coats.
    - a. Primer: Exterior wood primer for alkyd enamels.
    - b. Finish Coats: Exterior full-gloss alkyd enamel.
- D. Ferrous Metal:
  1. Alkyd-Enamel Finish: One finish coat over a rust-inhibitive primer at new construction, two finish coats at previously painted metal.
    - a. Primer: Exterior ferrous-metal primer (not required on shop-primed items).
    - b. Finish Coats: Exterior full-gloss alkyd enamel.
- E. Zinc-Coated Metal (New construction):
  1. Alkyd-Enamel Finish: One finish coat over a galvanized metal primer.
    - a. Primer: Exterior galvanized metal primer.
    - b. Finish Coats: Exterior full-gloss alkyd enamel.
- F. Zinc-Coated Metal (Previously painted):
  1. Alkyd-Enamel Finish: Two finish coats.
    - a. Finish Coats: Exterior full-gloss alkyd enamel.

### 3.4 INTERIOR PAINT SCHEDULE

- A. Concrete and Masonry (Other Than Concrete Unit Masonry):
  1. Acrylic Finish: One finish coat over a primer.
    - a. Primer: Interior concrete and masonry primer.
    - b. Finish Coats: Interior flat acrylic paint.
- B. Concrete Unit Masonry (New construction):

1. Acrylic Finish: Two finish coats over a block filler.
  - a. Block Filler: Concrete unit masonry block filler.
  - b. Finish Coats: Interior flat acrylic paint.
  
- C. Gypsum Board:
  1. Acrylic Finish: One finish coat (at previously painted gypsum board only); Two finish coats (at new construction only) over a primer.
    - a. Primer: Interior gypsum board primer.
    - b. Finish Coats: Interior low-luster acrylic enamel paint.
  
  2. Alkyd-Enamel Finish (Baths and Kitchens): Two finish coats over a primer at new construction; one finish coat over a primer at previously painted gypsum board.
    - a. Primer: Interior gypsum board primer.
    - b. Finish Coats: Interior semigloss alkyd enamel.
  
- D. Wood:
  1. Alkyd-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Interior wood primer for semigloss alkyd-enamel finishes.
    - b. Finish Coats: Interior full-gloss alkyd enamel for wood.
  
- E. Zinc-Coated Metal:
  1. Alkyd-Enamel Finish: Two finish coats over a primer.
    - a. Primer: Interior zinc-coated metal primer.
    - b. Finish Coats: Interior semigloss alkyd enamel.

END OF SECTION

## SECTION 10800 - TOILET AND BATH ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Toilet and bath accessories.
  - 2. Underlavatory guards.

#### 1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required. Use room and product designations indicated on Drawings.

#### 1.3 WARRANTY

- A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace mirrors that develop visible silver spoilage defects within 15 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Products: The design for toilet and bath accessories described in Part 2 are based on products indicated. Subject to compliance with requirements, provide the named product or a comparable product by one of the following or approved equal:
  - 1. Toilet and Bath Accessories:
    - a. A & J Washroom Accessories, Inc.
    - b. American Specialties, Inc.
    - c. Bobrick Washroom Equipment, Inc.
    - d. Bradley Corporation.
    - e. General Accessory Manufacturing Co. (GAMCO).
    - f. McKinney/Parker Washroom Accessories Corp.
  - 2. Underlavatory Guards:
    - a. Brocar Products, Inc.



b. Truebro, Inc.

## 2.2 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch minimum nominal thickness, unless otherwise indicated.
- B. Brass: ASTM B 19, ASTM B 16, or ASTM B 30 castings.
- C. Steel Sheet: ASTM A 366/A 366M, 0.0359-inch minimum nominal thickness.
- D. Galvanized Steel Sheet: ASTM A 653/A 653M, G60.
- E. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- F. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- G. Mirror Glass: ASTM C 1036, Type I, Class 1, Quality q2, nominal 6.0 mm thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DD-M-411.
- H. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- I. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.

## 2.3 TOILET AND BATH ACCESSORIES

- A. Toilet Tissue Dispenser:
  - 1. Basis-of-Design Product: 508; Bradex (Bradley Corp.).
  - 2. Type: Single-roll dispenser.
  - 3. Mounting: Surface mounted with concealed anchorage.
  - 4. Material: Stainless steel.
  - 5. Capacity: Designed for 4-1/2- or 5-inch diameter-core tissue rolls.
- B. Grab Bar:
  - 1. Basis-of-Design Product: 817; Bradley Corp.
  - 2. Material: Stainless steel, 0.05 inch thick.
  - 3. Mounting: Exposed.
  - 4. Gripping Surfaces: Smooth, satin finish.
  - 5. Outside Diameter: 1-1/2 inches for heavy-duty applications].
- C. Shower Curtain Rod:
  - 1. Basis-of-Design: 9531; Bradley Corp.
  - 2. Stainless-steel shower curtain rod with 3-inch stainless-steel flanges designed for exposed fasteners, in length required for shower opening indicated.

3. Type: Heavy-duty, 1-1/4-inch OD; fabricated from nominal 0.05-inch thick stainless steel.
- D. Shower Curtain:
1. Basis-of-Design Product: 9533 (curtain) with 9536 (hooks).
  2. Material: Nylon-reinforced vinyl, minimum 10-oz. or 0.008-inch thick vinyl, with integral antibacterial agent.
  3. Grommets: Corrosion-resistant at minimum 6 inches o.c. through top hem.
  4. Size: Minimum 12 inches wider than opening by 72 inches high.
  5. Color: As selected from manufacturer's full range.
  6. Shower Curtain Hooks: Stainless-steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet.
- E. Folding Shower Seat:
1. Basis-of-Design Product: 956 Series; Bradley Corp.
  2. Configuration: L-shaped seat, designed for wheelchair access.
  3. Seat Material: Phenolic or polymeric composite one-piece construction. Color as selected from manufacturer's full range.
  4. Frame: Welded and ground smooth, 1 inch diameter 18 gauge stainless steel tubing with a 16 gauge stainless steel piano hinge at vertical connection and a 16 gauge stainless steel retaining bracket to hold the seat up (seating) or down (storage) position. Operation of seat by persons with limited mobility and strength required.
  5. Dimensions: 34-1/2" Wide, 22" Depth by manufacturer's standard dimension.
- F. Medicine Cabinet:
1. Basis-of-Design Product: 9663; Bradley Corp.
  2. Type: Recessed, for nominal 4-inch wall depth.
  3. Size: Cabinet: 13-5/8" by 23-1/2" by 3-3/8"; mirror door: 16" by 26" by 1-5/8".
  4. Construction: Corrosion-resistant steel cabinet. Mirror frame, door, hinge, and shelves of stainless steel.
  5. Door: Framed mirror door concealing storage cabinet equipped and with continuous hinge and magnetic door catch.
  6. Shelves: Three, adjustable.
- G. Toothbrush Holder:
1. Basis-of-Design Product: 924; Bradley Corp.
  2. Stainless-Steel Unit: With approximately 2-1/4-inch diameter hole in center to hold tumbler; 3 holes on each side to accommodate total of 6 toothbrushes; and rectangular wall bracket and backplate for concealed mounting.
- H. Towel Holder:
1. Basis-of-Design Product: 9065; Bradley Corp.
  2. Description: 18 or 24-inch long, as indicated, stainless-steel, 3/4-inch tube with rectangular end brackets and galvanized steel backplates for concealed mounting.
- I. Mop and Broom Holder:

1. Basis-of-Design Product: 9953; Bradley Corp.
2. Material: Stainless steel.
3. Length: 36 inches.
4. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.

J. Free Standing Underlavatory Guard:

1. Basis-of-Design Product: LavGuard; Trubro, Inc.
2. Insulating Piping Coverings: White, antimicrobial, molded-vinyl covering for supply and drain piping assemblies intended for use at accessible lavatories to prevent direct contact with and burns from piping. Provide components as required for applications indicated with flip tops at valves that allow service access without removing coverings.

K. Enclosed Basin Guard:

1. Basis-of-Design: Basin Guard; Trubro, Inc.
2. Counters Between Cabinets: Rigid 0.093" thick vinyl, shaped to comply with the requirements of the ADA for clearances below sinks and lavatories, smooth enclosure.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
1. Install grab bars to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F 446.
- B. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION

## SECTION 15420 – PLUMBING SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes testing, repairs and new work and fixtures to provide a plumbing system in each apartment.
  - 1. Demolish all fixtures required for new work, except those indicated to remain. Cap all open lines and pressure test the piping system to identify leaks.
  - 2. Repair all leaks and add new piping required to service new fixtures.
  - 3. Provide new fixtures as indicated. Clean all fixtures scheduled to remain to exhibit minimal signs of wear or discoloration.
  - 4. Coordinate work with other phases of the contract and schedule tests, inspections, and approvals to expedite the Work.
- B. Design engineering and product selection that assures efficient operation of a sanitary sewer and water supply system capable of maintaining all fixtures in operation and perform within acceptable standards established by the Sewerage and Water Board of New Orleans.

#### 1.2 QUALITY ASSURANCE

- A. License: System shall be installed by a Master Plumber licensed by the City of New Orleans with other special licensed workers as required to complete the installation of the system.
- B. Fire-Test-Response Characteristics: UL listed units.
- C. Plumbing Fixtures: Comply with ASTM standards referenced.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials shall be manufacturer's standard product line in use for a minimum of 2 years prior to installation and approved by the Sewerage and Water Board.
  - 1. The use of plastic piping materials approved by the Sewerage and Water Board are not to be considered as approved for this Work.
  - 2. The only flexible piping to be used will be AGA approved type for the minimal length necessary to connect the stove to the gas valve.
- A. Equipment shall include trim, appearances, and minor items needed to function as designed. Manufacturer's installation instructions may not be modified unless authorized by HANO and approved by the authorities having jurisdiction.

## 2.2 COMPONENTS

- A. Copper Piping: Type L, standard weight; fittings of wrought bronze. Hangers of punched galvanized steel strap.
- B. Soil Pipe: Schedule 40 No-hub cast-iron.
- C. Gas Pipe: ASTM A 120, Schedule 40 black iron. Hangers of malleable iron ring type or steel clevis type with a minimum 1/8-inch diameter steel rod hanger and mounting plate.
- D. Valves (Water/Interior): Gate type, bronze body gate type with compression, solder, or threaded connections as appropriate to installation.
- E. Hose Bibs:
  - 1. Interior: Chicago #387-RCF, 3/4-inch male outside thread outlet, with compression cartridge, removable handle.
  - 2. Exterior: Chicago # 998-RCF inside sill faucet with vacuum breaker, 3/4-inch male hose thread outlet with removable tee handle.
- F. Stops (Gas/Interior): Threaded, AGA certified, bronze body, plug type with bronze plug, ball type with chrome-plated brass ball, or butterfly type with stainless steel disc and fluorocarbon elastomeric seal. Include AGA stamp, flat or square head or lever handle.
- G. Valve (Gas): Threaded, ASME B16.33, 125 psi WOG, bronze body, bronze plug, straightaway pattern, square head, tapered-plug type, with threaded ends.
- H. Pipe Insulation: 1/2-inch thick rigid fiberglass insulation with all service jackets.
- I. Tubs: Cast iron, enameled, comply with ASME A112.19.4M. Nile #012-15XX Series, outlet location as applicable; Eljer Plumbing Co., or equal.
  - 1. Faucets: #7220.722, Bath shower fittings; American Standard, Inc
  - 2. ADA Shower: #1662.602, Personal shower system; American Standard, Inc., addition to standard faucet.
  - 3. Drain: Chrome plated brass with integral stopper
- J. Toilets: Vitreous china, siphon jet action fully glazed 2" trapway, elongated bowl, comply with ASME A 112.19.2M. #90160 Lutezia; American Standard, Inc., with Model 9400 C plastic open front seat with #300 series hardware; Church Seat Co.
- K. Lavatories: Drop-in or self-rimming cast iron, enameled, comply with ASME A112.19.1M, integral overflow, 4" centers or single lever handle.
  - 1. Drop-in: 052-0254, Amherst Lavatory; Eljer Plumbing Co., with # 1480.115 Seva centerset faucet; American Standard Inc.
  - 2. Self-Rimming (Wall Supported): #0356.041, Lucerne with #1480.115 Seva centerset faucet; American Standard Inc.
  - 3. ADA (Wall Supported): # 9141.011, Wheelchair Users Lavatory with # 1480.115 centerset faucet; American Standard Inc.

- L. Sinks: Stainless steel 8 inches deep, minimum 20 gauge with sound deadening without spray attachment. PSR-3319; Elkay with # 6270.000 two-handle kitchen faucet with #972 handles; American Standard.
- M. Fixtures: Chrome plated solid cast brass, compression fittings with ceramic seats. 4" centers at lavatories, 8" centers at sinks.
- N. Water Heaters: Steel tank with copper lining complying with ANSI Z21.10.1, AGAL approved with safety gas valve to automatically shut off gas supply if pilot is extinguished. Relief valve complying with ANSI Z21.22.
- O. Flue: Minimum 20 gauge galvanized sheet metal, double walled.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Remove defective and deteriorated piping and fixtures and clean lines to street prior to installation of new materials.
- B. Install as per manufacturer's installation instructions and requirements of the New Orleans Sewerage and Water Board.
- C. Flush system of loose materials prior to installation of aerators.

#### 1.3 PIPING

- A. Support or hang piping from building framing, pipes shall not be supported from conduit, building trim, or other non-structural items.
  - 1. Cast iron: Within 18-inches of joints and not exceeding 60-inch intervals.
  - 2. Gas piping: Within 12-inches of joints and not exceeding 96-inch intervals.
  - 3. Water piping: Within 8-inches of joints and not exceeding 72-inch intervals.
  - 4. All piping: At floor or within 8-inches of floor when penetrating the floor.
- B. Lay water piping to drain and sewer piping to house connections with a fall of 1/8-inch per foot to one inch per ten feet as required by S&WB. Support drain and sewer piping underground or under slab from the slab or structure with 1/8-inch stainless steel rods wrapped around the pipe and tied to the slab reinforcing or secured to the building framing. Trenches for buried piping with smooth bottoms with depressions for pipe bells. Remove bricks, metal, and other debris from trenches prior to laying pipes. If trenches are dug deeper than required, raise bottom using pumped river sand as a fill material,
- C. Install piping to be concealed in walls or floors with minimum offsets. Locate cleanouts to be accessible after partitions are constructed. Provide access doors in partitions to service cleanouts.
- D. Install air chambers to limit water hammer on branches of all water supply lines.

- E. Provide valves at all equipment to allow for removal or repair of the item of equipment without affecting the balance of the plumbing system.
- F. Insulate concealed water supply lines.
- G. Run gas piping required to be exposed to view in corners adjacent to ceilings.
- H. Provide chrome plated brass echelons where pipes penetrate walls or floors.

END OF SECTION

## SECTION 16020 – ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes wiring, conduit, connectors, boxes and panelboards up to 600 volts.
  - 1. If surface mounted wireway components are indicated, refer to Section 16022 for that raceway and components.
- B. This Section includes renovations and limited improvements to the electrical system as indicated and requires those items required by codes, reasonably inferred, and the following items:
  - 1. Electrical demolition.
  - 2. Building wire, connections, and splices for branch circuits and feeders.
  - 3. Supporting devices for electrical components.
  - 4. Light fixtures, duplex receptacles, switches, and cover plates.
  - 5. Empty boxes with solid cover plates and pull string for telephone and data outlets.
    - a. Provide EMT conduit through joists, walls, and blocking from service locations to an interface location.
    - b. Sleeved through wall EMT conduit and cap with pull string from the interface location through the exterior wall to establish a service drop for telephone and data wiring furnished by others.
  - 6. Connection of electrical power and control switches to items listed in other Sections:
    - a. Range Hood.
    - b. Heater Light Vent at Bathroom.
    - c. HVAC System (electrical power only).
- C. Systems and equipment furnished by approved manufacturers may require different number or arrangement of conductors than that indicated, in such cases, provide the wiring and components as required to properly service the equipment or system at no additional cost to HANO.
- D. The drawings are schematic and final location of the components and wiring may be adjusted to locations within 5 feet of those shown at no additional cost to HANO.

#### 1.2 QUALITY ASSURANCE

- A. Installer License: Installer shall have not less than 5 years successful experience in the installation of electrical systems. Installer shall be an Electrician licensed by the City of New Orleans with other special licensed workers as required to complete the installation of the system.



- B. Fire-Test-Response Characteristics: UL listed components.
- C. Manufacturers: Firms regularly engaged in manufacture of electrical components of types required, whose products have been in satisfactory use in similar service for not less than 5 years.
- D. Special Warranty: Provide 2 year written warranty covering all wiring and components furnished and installed in that the Contractor agrees to supply and install, free of charge, complete replacement of failed component.

### 1.3 DELIVERY, STORAGE AND HANDLING

- A. Deliver wiring according to NEMA WC-26.
- B. Deliver other components in manufacturer's standard packaging.
- C. Securely store materials protected from the weather, condensation, dirt, and construction debris.
- D. Do not install damaged or defective materials. When found, remove unsuitable materials from the project site.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. General: Unless specifically noted otherwise, all wire and cable shall be copper, labeled by Underwriters' Laboratory. Electrical Materials and Devices: Comply with NFPA 70 (NEC).

### 2.2 WIRING

- B. Wire up to No. 12 AWG shall be single conductor annealed copper, 600 volt thermoplastic insulation with nylon jacket, suitable for use wet or dry locations, temperatures not to exceed 90 degrees C, NEC Type THHN.
- C. The use of aluminum conductors is prohibited.
- D. Wire and cable shall be as manufactured by Anaconda, Okonite, Triangle or approved equal.

### 2.3 CONDUIT

- A. EMT (Electrical Metallic Tubing) shall comply with ANSI C 80.3 with connectors and couplings equal to "T&B" rain tight, steel compression type. Connectors and couplings with nylon insulated throat equal to Thomas and Betts Co., series 5120 and 5123. Die cast zinc fittings are not permitted.

- B. Approved manufacturers of EMT include but are not limited to the following:
  - 1. Allied Tube and Conduit.
  - 2. Triangle PWC, Inc.
  - 3. Wheatland Tube Co.
  
- C. RMC (Rigid Metallic Conduit) shall be heavy walled galvanized steel conduit complying with ANSI C80.5. Fittings shall be cast or malleable iron, cadmium or zinc-plated with taper threads and tapped holes for screws attaching neoprene gasket cover of an appropriate material. Fittings shall be provide maximum wiring space Appleton Form 35, Crouse-Hinds Form 7, or approved equal.
  
- D. Approved manufacturers of RMC include but are not limited to the following:
  - 1. Allied Tube and Conduit.
  - 2. Triangle PWC, Inc.
  - 3. Wheatland Tube Co.

## 2.4 BOXES

- A. Boxes: Galvanized steel in compliance with NEC 370-20 and NEMA OS 1 grounded in accordance with NEC, Article 250.
  
- B. Sheet metal boxes for exterior and wet locations shall comply with NEMA OS 1, cast-metal boxes shall comply with NEMA FB 1, Type FD with gasketed cover.

## 2.5 DEVICES

- A. Standard Receptacles: Commercial specification Grade with corrosion-resistant plated steel strap locked in impact-resistant face. Duplex receptacles, straight blade heavy-duty, 60HZ, UL listed with screw side connections and corrugated bearing pads. Pass & Seymour CRB 526X (15 A) or CRB536X (20A) series or equal. Provide weather resistant die cast aluminum covers with gasket and closing lids at exterior locations.
  
- B. GFCI Receptacles: Feed-through with integral NEMA WD 6 configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Units to fit within a standard 2-3/4 inch deep outlet box. "test" and "reset" buttons on face.
  
- C. Switches: Comply with UL Standard 20 and Federal Specification WS896. Snap heavy-duty commercial Grade AC, side wire type, quite type. Pass & Seymour CS20AC series or equal.
  
- D. Wall Plates: Smooth plastic modular, configured to match where being installed, color as selected with matching finished mounting screws. TP Series (3/16-inches higher and wider than standard) by Pass & Seymour or equal.
  
- C. Approved manufacturers of devices include but are not limited to the following:
  - 1. Eagle Electrical Manufacturing Co..

2. Hubble, Inc.
3. Pass & Seymour Co.

## 2.6 SAFETY SWITCHES

- A. Fused disconnect, NEMA 3R enclosure at exterior locations. Install fuses as required by equipment being served.

## 2.7 DISTRIBUTION PANELS

- A. NEMA I enclosure UL Listed, dead front construction, incorporating switching and protective devices, copper busbars, full-size ground bus with suitable lugs for each feeder requiring a neutral connection recessed mounted unless otherwise indicated. Molded case current-limiting circuit breakers with trip units interchangeable within frame size. Spaces for future switching and protection devices shall be bussed for the maximum device that can be fitted into them. Panelboards shall comply with standards of NEMA, NEC, and Federal Specification 115a.
- B. Panelboard ratings shall be established by UL standards to assure that any conductor of bus bar temperature not exceed 50 degrees C. above ambient.
- C. Circuit breakers in panelboards UL listed molded case center over toggle-type mechanism, providing quick-make, quick-break action, trip indication by handle position. Multiple pole breakers shall have a common trip.
- D. Interiors of panelboards shall be factory assembled and provide for replacement of switching and protective devices without removing
- E. Basis of Design: Cutler-Hammer; Type PRL1a. Approved manufacturers and furnishing equal panelboards include but are not limited to the following:
  1. Siemens, Inc.
  2. General Electric Co.
  3. Square D Co.

## 2.7 SMOKE DETECTORS

- A. Smoke Detectors with Audible and Visual Alarms: AC powered with flush mounted test button to discourage unauthorized activation and allow full function testing, complying with ANSI/UL 217, 360 degree smoke entry capability for either wall or ceiling mounting. One or more units per apartment shall have Xenon strobe light with a minimum effective intensity of 110 candela with a minimum frequency of 60 but not exceeding 120 flashes per minute tested complying with UL 1638.
- B. Basis of Design: Firewolf Advanced P/E Smoke Detector by Napco.

### 2.7.1 FIXTURES:

- A. Commercial type with standard mogul base for incandescent lamps, medium bi-pin for fluorescent lamps.
- B. All fixtures in a unit shall have the same color metallic trim.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

- A. Install as per manufacturer's installation instructions, NEC, and requirements of the City of New Orleans. Obtain necessary inspections from the City of New Orleans sequenced with other work.
- B. Test existing circuits for continuity and inspect system components for physical damage. Remove defective and replace with new components discovered to be defective. Remove shorted or damaged wiring and replace with new if required for new layout. Verify proper grounding of system and or install new ground electrode and wiring prior to installing any new work.
- C. As far as practicable, feeder wiring shall be continuous from origin to termination. If required, splices shall occur in pull boxes with sufficient slack at the terminals.
- D. Provide EMT conduit for conductors concealed within finished walls, ceilings or floors. Provide RMC for conductors underground, connecting service drops (weather heads) to meter pans and from meter pans to panelboards. Use surface mounted raceways at existing interior masonry or concrete construction as indicated and if not indicated as authorized by HANO.
- E. Install pull and junction boxes as indicated and as may be required to avoid obstructions and facilitate installation of wiring and components. Connections and splices shall occur only in outlet, junction, or other types of boxes. Splices and direct connections shall not occur in conduit.
- F. Solidly anchor boxes to framing set to flush out with gypsum board, other wall finishes, and trim if necessary. Support of boxes by conduit or tubing is prohibited.
- G. All cable terminals, taps and splices shall be made using copper or copper alloy solderless pressure type connectors. Connectors shall be taped with No. 33 Scotch Electrical Tape. Conductors up to and including No. 8 to be pigtail spliced with Scotchlock Type B or R connector or Ideal two piece connector having a metallic crimp type connector with a insulating plastic cover.
- H. Locate disconnect switches and weatherproof service duplex receptacle adjacent to the air conditioning compressor units within sight of equipment being served.

- I. Locate new outlets at 18-inches above the floor if all outlets in the room are being replaced, otherwise mount outlets at same height as existing outlets.
- J. Locate switches at standard heights mandated by the ADA and coordinated with door locations and swings. If existing switches are to remain in service, mount new switches in the same room at the same height as existing.
- K. Install smoke detectors at locations required powered by an un-switched line, and that alarm initiation by one detector activities all other detectors. Test detectors prior to final inspection. Identify the un-switched conductors in the panel box and in concealed spaces with a red painted mark not less than 2-inches wide at 12-inches o.c. and at connection points.
- L. Test all wiring for continuity prior to energizing.
- M. Install temporary porcelain base single bulb lighting fixtures or similar low cost fixtures for construction usage. Install new fixtures after painting operations are completed. Install all fixtures firmly anchored to supporting construction. Do not support lights from ducts, conduit or other construction not recommended by the fixture manufacturer.
- N. Protect devices and plates during painting and other finish operations.
- H. Megg and test the electrical system to verify continuity, proper consistent grounding of each outlet, and equal balancing of loads. Identify circuits and provide that information at the panelboard directory and on Record Drawings.
- I. Prior to Substantial Completion install new lamps in incandescent fixtures.

END OF SECTION

SECTION 230500 MECHANICAL/PLUMBING

**PART 1**      **GENERAL**

**1.1**            **RELATED SECTIONS**

- .1      Section 01 33 00 - Submittal Procedures.
- .2      Section 01 74 21 - Construction / Demolition Waste Management and Disposal.
- .3      Section 01 78 00 - Closeout Submittals.

**1.2**            **SUBMITTALS**

- .1      Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2      Shop drawings; submit drawings stamped and signed for approval by Owner's Representative.
- .3      Shop drawings to show:
  - .1      Mounting arrangements.
  - .2      Operating and maintenance clearances.
- .4      Shop drawings and product data accompanied by:
  - .1      Detailed drawings of bases, supports, and anchor bolts.
  - .2      Acoustical sound power data, where applicable.
  - .3      Points of operation on performance curves.
  - .4      Manufacturer to certify current model production.
  - .5      Certification of compliance to applicable codes.
- .5      In addition to transmittal letter referred to in Section 01 33 00 - Submittal Procedures: use MCAC "Shop Drawing Submittal Title Sheet". Identify section and paragraph number.
- .6      Closeout Submittals:
  - .1      Provide operation and maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.
  - .2      Operation and maintenance manual approved by, and final copies deposited with, Owner's Representative before final inspection.
  - .3      Operation data to include:
    - .1      Control schematics for systems including environmental controls.
    - .2      Description of systems and their controls.
    - .3      Description of operation of systems at various loads together with reset schedules and seasonal variances.
    - .4      Operation instruction for systems and component.
    - .5      Description of actions to be taken in event of equipment failure.
    - .6      Valves schedule and flow diagram.

- .7 Colour coding chart.
- .4 Maintenance data to include:
  - .1 Servicing, maintenance, operation and trouble-shooting instructions for each item of equipment.
  - .2 Data to include schedules of tasks, frequency, tools required and task time.
- .5 Performance data to include:
  - .1 Equipment manufacturer's performance datasheets with point of operation as left after commissioning is complete.
  - .2 Equipment performance verification test results.
  - .3 Special performance data as specified.
  - .4 Testing, adjusting and balancing reports as specified in Section 23 05 93 - Testing, Adjusting and Balancing for HVAC.
- .6 Approvals:
  - .1 Submit 2 copies of draft Operation and Maintenance Manual to Owner's Representative for approval. Submission of individual data will not be accepted unless directed by Owner's Representative.
  - .2 Make changes as required and re-submit as directed by Owner's Representative.
- .7 Additional data:
  - .1 Prepare and insert into operation and maintenance manual additional data when need for it becomes apparent during specified demonstrations and instructions.
- .8 Site records:
  - .1 Owner's Representative will provide 1 set of reproducible mechanical drawings or AutoCAD files. Provide sets of white prints as required for each phase of work. Mark changes as work progresses and as changes occur. Include changes to existing mechanical systems, control systems and low voltage control wiring.
  - .2 Transfer information weekly to reproducibles, revising reproducibles to show work as actually installed.
  - .3 Use different colour for each service.
  - .4 Make available for reference purposes and inspection.
- .9 As-built drawings:
  - .1 Prior to start of Testing, Adjusting and Balancing for HVAC, finalize production of as-built drawings.
  - .2 Identify each drawing in lower right hand corner in letters at least 12 mm high as follows: - "AS BUILT DRAWINGS: THIS DRAWING HAS BEEN REVISED TO SHOW MECHANICAL SYSTEMS AS INSTALLED" (Signature of Contractor) (Date).
  - .3 Submit to Owner's Representative for approval and make corrections as directed.
  - .4 Perform testing, adjusting and balancing for HVAC using as-built drawings.

.5 Submit completed reproducible as-built drawings with Operating and Maintenance Manuals.

.10 Submit copies of as-built drawings for inclusion in final TAB report.

### **1.3 QUALITY ASSURANCE**

.1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control.

.2 Health and Safety Requirements: do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

### **1.4 MAINTENANCE**

.1 Furnish spare parts in accordance with Section 01 78 00 - Closeout Submittals as follows:

.1 One set of packing for each pump.

.2 One casing joint gasket for each size pump.

.3 One head gasket set for each heat exchanger.

.4 One glass for each gauge glass.

.5 One filter cartridge or set of filter media for each filter or filter bank in addition to final operating set.

.2 Provide one set of special tools required to service equipment as recommended by manufacturers and in accordance with Section 01 78 00 - Closeout Submittals.

.3 Furnish one commercial quality grease gun, grease and adapters to suit different types of grease and grease fittings.

### **1.5 DELIVERY, STORAGE, AND HANDLING**

.1 Waste Management and Disposal:

.1 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

.1 All materials used on this project shall be new and CSA approved unless noted otherwise.

## **PART 3 EXECUTION**

### **3.1 PAINTING, REPAIRS AND RESTORATION**

.1 Do painting in accordance with Section 09 91 23 - Interior Painting.

.2 Prime and touch up marred finished paintwork to match original.

.3 Restore to new condition, finishes which have been damaged.



### **3.2 CLEANING**

- .1 Clean interior and exterior of all systems including strainers. Protect open ends of ducts, diffusers, grilles and registers during construction to prevent ingress of dust and dirt into interior of ducts. If dust or dirt is detected prior to startup, vacuum interior of all ducts and air handling units. Prior to vacuuming use video camera to record condition of ductwork. Also use video camera to record condition of ducts after cleaning.

### **3.3 FIELD QUALITY CONTROL**

- .1 Site Tests: conduct following tests in accordance with Section 01 45 00 - Quality Control and submit report as described in PART 1 - SUBMITTALS.
  - .1 Submit tests as specified in other sections of this specification.
- .2 Manufacturer's Field Services:
  - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
  - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
  - .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.

### **3.4 DEMONSTRATION**

- .1 Owner's Representative will use equipment and systems for test purposes prior to acceptance. Contractor to supply labour, material, and instruments required for testing.
- .2 Supply tools, equipment and personnel to demonstrate and instruct operating and maintenance personnel in operating, controlling, adjusting, trouble-shooting and servicing of all systems and equipment during regular work hours, prior to acceptance.
- .3 Use operation and maintenance manual, as-built drawings, and audio visual aids as part of instruction materials.
- .4 Instruction duration time requirements as specified in appropriate sections.
- .5 Owner's Representative may record these demonstrations on video tape for future reference.

### **3.5 PROTECTION**

- .1 Protect equipment and systems openings from dirt, dust, and other foreign materials with materials appropriate to system

**END OF SECTION**

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**“NO BID” RESPONSE FORM**

If you do not wish to bid/submit a bid on this solicitation, please provide written notification of your decision. Your responses assist with planning future solicitations. Please indicate below in the appropriate area the reason(s) for your decision and return this page. Responses do not prohibit you from receiving future opportunities unless you request to be removed from future communications. This form may be returned to the address listed below, emailed to [procurement@hano.org](mailto:procurement@hano.org), or faxed to 504-286-8224.

**Check all that apply:**

- I am submitting a “No Bid” at this time.  
**Please keep my name on the Agency’s Bidder’s List.**
  - Too busy at this time
  - Job too small
  - Job too large
  - Territory too large to cover
  - Cannot meet delivery requirements
  - I cannot meet the Terms and Conditions of the solicitation because:
  - I do not provide products/services of this nature.
  - Insufficient time to respond to solicitation
  - Unable to meet bond/insurance requirements
  - Specifications too restrictive. Please explain:  
\_\_\_\_\_  
\_\_\_\_\_
  - Specifications unclear. Please explain:  
\_\_\_\_\_  
\_\_\_\_\_
  - Other: \_\_\_\_\_
- Please remove my name from this product/service category. I wish to submit a revised Vendor Registration Form. You may receive a copy by email by contacting Procurement at [procurement@hano.org](mailto:procurement@hano.org).
- I no longer wish to do business with Housing Authority of New Orleans. Please remove my name from the Agency’s Source List(s).

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Email

Please return this completed form to:  
**Housing Authority of New Orleans**  
Procurement & Contracts Department  
4100 Touro St.  
New Orleans, LA 70122  
Email: [procurement@hano.org](mailto:procurement@hano.org) Fax: 504-286-8224

# IFB Attachment A (Form of Bid)



**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**FORM OF BID**  
**(ATTACHMENT A)**

(This Form must be fully completed and included in the "hard copy" as a required bid submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the Section 3 Statement and the Bidder's Statement as noted below:

| X=ITEM INCLUDED | SUBMITTAL ITEMS <i>(One original and Three copies of each bid, including one with original signatures)</i>                              |
|-----------------|---|
| _____           | 1 Form of Bid (Attachment A)  |
| _____           | 2 Form HUD-5369-A (Attachment E)  |
| _____           | 3 Form SF-LLL (Disclosure of Lobbying Activities (Attachment B-1)   |
| _____           | 4 Form HUD-50071 (Certification of Payments to Influence Federal Transactions (Attachment B-2)  |
| _____           | 5 Form HUD-50070 - (Certification of a Drug-Free Workplace (Attachment B-3)   |
| _____           | 6 Profile of Firm Form (Attachment C)   |
| _____           | 7 Entry of Proposed Fees (Louisiana Uniform Public Work Bid Form (Attachment I)   |
| _____           | 8 Acknowledgment of Addenda   |
| _____           | 9 Equal Employment Opportunity Statement/Supplier Diversity   |
| _____           | 10 Certification of Contractor Non-Exclusion  |
| _____           | 11 Subcontractor/Joint Venture Information-If no Subs, you <u>MUST</u> include a statement indicating you will not use Sub-Contractors. |
| _____           | 12 Section 3 Business Preference Documentation  |
| _____           | 13 Statement of Bidder's Qualifications (Attachment Q)  |
| _____           | 14 Vendor Registration Form (Attachment L)  |
| _____           | 15 Corporate Resolution (Attachment R)  |
| _____           | 16 Core List of Employees   |
| _____           | 17 Bid Bond, no less than 5% of base bid amount   |
| _____           | 18 Company's Equal Opportunity Statement (EEO Statement on Company Letterhead)  |

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES or NO. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such, which priority are you claiming? \_\_\_\_\_.

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**BIDDER'S STATEMENT**

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this IFB.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# Attachment B

## HUD-5369



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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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



## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

#### **10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

#### **11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B-1**  
**SF-LLL**  
**Disclosure of**  
**Lobbying**  
**Activities**



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i> :<br><br><b>Congressional District, if known:</b>   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br><b>Congressional District, if known:</b>                                    |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, <i>if applicable</i> : _____  |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>   |  |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |  |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)   |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment B-2  
HUD-50071  
Certification of  
Payments to  
Influence Federal  
Transactions**



# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)



**Attachment B-3**  
**HUD-50070**  
**Certification of a**  
**Drug-Free Workplace**



# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# Attachment C

# Profile of Firm Form



**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**PROFILE OF FIRM FORM**  
**(Attachment C)**

Does the Contractor intend to hire Sub-Contractors? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, this form **MUST** be submitted for **EACH** Sub-Contractor.

(This Form must be fully completed and included in the "hard copy" as a required bid submittal.)

(1) Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attach a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
|      |       |                |
|      |       |                |
|      |       |                |
|      |       |                |

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
|      |       |
|      |       |
|      |       |
|      |       |

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number (if known): \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**  
**HOUSING AUTHORITY OF NEW ORLEANS, LA**

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**PROFILE OF FIRM FORM**

**(Attachment C)**

**(This Form must be fully completed and submitted in "hard copy" as a required bid submittal.)**

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (11) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (12) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (13) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (17) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

# Attachment D

## Section 3 Submittal Form



# HOUSING AUTHORITY OF NEW ORLEANS

4100 Touro St. | New Orleans, LA 70122

(504) 670-3448 (Office)

Website: [www.hano.org](http://www.hano.org)

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## INTERNAL PROCEDURES, INSTRUCTIONS, AND FORMS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation. Every contractor and sub-contractor (except for professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 10 of this packet. There is no specific hiring or contracting goals under this new rule.

Most importantly, **the rule does not require the hiring or contracting of any person or business that is not fully qualified** to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact our Compliance Consultant:

**Motivation Compliance and Training, Inc.**

[compliance@motivation-inc.com](mailto:compliance@motivation-inc.com)

877-882-8832

Updated October, 2023



GOVERNING PARTS OF THE SECTION 3 FINAL RULE SPECIFIC TO THE  
HOUSING AUTHORITY OF NEW ORLEANS  
The Final Rule is at 24 CFR Part 75

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## SECTION 3 BACKGROUND

*Applicable to all expenditures and agreements regardless of the dollar amount*

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Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

### INTERNAL PROCEDURES FOR IMPLEMENTATION OF THE RULE

#### Housing Authority of New Orleans Internal Hiring Procedure

For all positions at the authority, the human resources staff will include the Section 3 Individual Low-Income Person Self Certification form with the applications (virtually and paper) allowing each applicant to identify themselves accordingly. The completion of the form will remain voluntary and at the applicant's discretion.

Once all applications have been received and reviewed, the most desirous and qualified candidate will be progressed through the hiring process. The Section 3 status of the applicant will be considered only after the "Most Qualified" candidate has been determined. If there are multiple and equally qualified persons, the Section 3 status and category of the applicant will be considered. The candidate with the highest Section 3 priority based on the 24CFR Part 75.9(a)(2) will be offered the position. All advertisements for positions with the authority will carry this wording:

*"This opportunity is covered under Section 3 of the HUD Act of 1968"*

## Housing Authority of New Orleans Contractor Hiring Notice

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondent's discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording:

*"This opportunity is covered under Section 3 of the HUD Act of 1968"*

## Housing Authority of New Orleans Contracting Procedure

For all advertised and non-advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form (with no income limit area) with the solicitation/bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary at the respondent's discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined. We encourage contractors to recruit, train, and hire as many Housing Authority of New Orleans residents and voucher holders as possible. At minimum, contractors are required to provide an opportunity notice the Section 3 coordinator so some outreach can be executed for any created or available employment opportunities.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority or its contractors, and sub-contractors will carry this wording:

*"This opportunity is covered under Section 3 of the HUD Act of 1968"*

## Housing Authority of New Orleans Internal Resident Training Procedure

For all resident training offered by Housing Authority of New Orleans and its contractors, the staff will include the Section 3 Individual Low-Income Person Self Certification form with the training notice or upon the first day of training (virtually and paper) allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to residents and potentially voucher holders only.

All advertisements for training will carry this wording:

**"This opportunity is covered under Section 3 of the HUD Act of 1968"**

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### Key Rule Components

Note: Where a portion of a Section specifically spoke to areas not related to Public Housing Assistance, those pieces were intentionally removed. There is no need to feel something important is not included.

#### **§ 75.1 Purpose.**

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

#### **§ 75.3 Applicability.**

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

### § 75.5 Core Definitions Only.

The terms HUD, Public housing, Public Housing Agency (PHA), and are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

**Labor hours** means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

**Low-income person** means a person as defined in Section 3(b)(2) of the 1937 Act.

**Material supply contracts** means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**Professional services** means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

**Public housing financial assistance** means assistance as defined in § 75.3(a)(1).

**Public housing project** is defined in 24 CFR 905.108.

**Recipient** means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not

limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

**Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 business concern** means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

[\(3\) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern.](#) Section 3 business concerns are not exempt from meeting the specifications of the contract.

**Section 3 worker** means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

[\(3\) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker.](#) Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

**Section 8-assisted housing** refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

**Subcontractor** means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

**Targeted Section 3 worker** has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

**Very low-income person** means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

**YouthBuild programs** refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

## § 75.9 Requirements

### *(a) Employment and Training.*

- (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their ***best efforts to provide employment and training opportunities*** generated by the public housing financial assistance to Section 3 workers.
- (2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:
  - (i) To residents of the public housing projects for which the public housing financial assistance is expended;
  - (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
  - (iii) To participants in YouthBuild programs; and
  - (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

### *(b) Contracting.*

- (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their ***best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.***
- (2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:
  - (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
  - (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
  - (iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

**§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.**

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

**§ 75.13 Section 3 Safe Harbor. *(See Benchmarks on page 13)***

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(2) Certify that they have followed the prioritization of effort in § 75.9; and

(3) (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

**§ 75.15 Reporting. *(See Benchmarks on page 13)***

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

*(b) Additional reporting if Section 3 benchmarks are not met*

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers. Etc.

(2) of the (c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

**§ 75.17 Contract Provisions.**

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

**§ 75.29 Multiple Funding Sources.**

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:



(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

- (i) The Total number of labor hours worked on the project;
- (ii) The total number of labor hours worked by Section 3 workers on the project, and;
- (iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

§ 75.31 Recordkeeping.

**(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:**

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

## Benchmarks

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For Public Housing Financial Assistance, the proposed benchmark notification set the benchmarks for the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new §75.13 by certifying to the prioritization of effort in the new §75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 20 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers paid with public housing financial assistance.

Simply stated, the recipient needs to meet these two benchmarks annually in order to achieve Safe Harbor.

Section 3 Workers Labor Hours = 20%  
Total Labor Hours for the Recipient

Section 3 Targeted Workers Labor Hours = 5%  
Total Labor Hours for the Recipient

*Forms Package Follows on the Next Page*

# HOUSING AUTHORITY OF NEW ORLEANS

## SECTION 3 NEW RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

**Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.**

This new rule exempts all material and supply only agreements. The rule applies to all service-related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

There is an Order of Priority for employment that needs to be followed in the event there are multiple "equally" qualified persons for a job. Contracting is based on "Economic Opportunities" provided to Section 3 persons. Please ask if you desire to do any of these things.

Documents included in this package:

|   |    |
|---|----|
| ✱ New Requirements Summary                      | 14 |
| ✱ Monthly Reporting Instructions                | 15 |
| ✱ Section 3 Business Self-Certification Forms   | 16 |
| ✱ Section 3 Individual Self-Certification Forms | 17 |
| ✱ Hours Worked Reporting Form                   | 18 |
| ✱ Acknowledgment and Affidavit Form             | 19 |

**The Acknowledgement and Affidavit must be executed and returned by Every Contractor.**

Housing Authority of New Orleans  
Annual "Section 3 Benchmarks" Requirement Summary

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- \* Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and
- \* Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers
- \* There are **No specific hiring or contracting goals** under this new rule.
- \* There is **No Section 3 Business Preference** under the new rule and **No points awarded** for being a Section 3 Business.
- \* All **person or business be fully qualified to perform the work.**

**The two new categories of Section 3 are now referred to as:**

- \* **Section 3 Worker** - Any low or very low-income persons residing in the Metropolitan area
- \* **Targeted Section 3 Worker** - Public Housing, Voucher Holder, and YouthBuild participants

Contractors will provide these three (3) data sets to the Section 3 Consultant within 45 days of the month after the hours have been worked by EVERY person that worked directly on the contract. **No back-office staff hours are counted:**

- \* Total Hours Worked by all workers
- \* Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- \* Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

**There are new definitions of how to be a Section 3 Business Concern:**

- \* It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- \* Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- \* It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old.

## HANO MONTHLY REPORTING INSTRUCTIONS

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### **STEP ONE**

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

### **STEP TWO**

Determine which workers qualify as Section 3 by having each complete a **Section 3 Individual Low-Income Person Self-Certification Form**. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is **Voluntary**:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

### **STEP THREE**

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

**Non-Targeted** Workers are those low-income people who reside within the HANO metro area

**Targeted** Workers are those low-income people who are currently active HANO public housing , or Section 8 residents, and/or YouthBuild participants.

### **STEP FOUR**

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above\*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this months report only.

### **STEP FIVE**

Submit the Section 3 Hours Worked Reporting on a monthly basis in the electronic system provided by the Section 3 Consultant on a future communication.

SECTION 3 BUSINESS

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

| CATEGORY  | DOCUMENTATION REQUIRED  | YOUR ELECTION |
|---|---|---------------|
| a business at least 51 percent owned by low- or very low-income persons;  | Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners  |               |
| Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or                            | Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list |               |
| It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing. | Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners   |               |

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name

|       |  |       |  |
|-------|--|-------|--|
| Phone |  | Email |  |
|-------|--|-------|--|

Address

|      |       |     |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

To qualify as a Section 3 Person, you must meet one of the standards in the brackets below or your individual annual income must not exceed the number in the box below.

Check only one box below that describes your situation:

- I am a low or very low-income person residing in the HANO Metropolitan Area below
- My employer will certify that I am employed by a Section 3 business
- I reside in a HANO property
- I live in Section 8 housing administered by HANO
- I am a current YouthBuild participant

My Individual Annual Income Does Not Exceed: \$45,950\*

Orleans Parish is part of the New Orleans-Metairie, LA HUD Metro FMR Area

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income does not exceed the one shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 individual.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Income Limits website: [https://www.huduser.gov/portal/datasets/il/il2023/select\\_Geography.odn](https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn)

SECTION 3

# Required Hours Worked Reporting

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed on a [Housing Authority of New Orleans](#) contract, including those meeting the Section 3 income requirements as low- or very low-income.

**Section 3 Employees are now defined to as:**

**Section 3 Workers** - Any low or very low-income persons residing in the HANO Metropolitan Area (MSA)

**Targeted Section 3 Workers** - I reside in public housing or Section 8 housing managed by HANO or a current YouthBuild participants (If a program is active in the area)

If your company employs any person it believe is low income now or was when they were hired within the past five years, please have them complete the **SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM**" and return it with their first report of employment in the Hours Worked Reporting System.

All hours worked by everyone on the project must be reported monthly electronically or by email. If you have questions please contact the HANO Section 3 Contact:

Housing Authority of New Orleans

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

- \* Total Hours Worked by non-Section 3 staff
- \* Total hours worked by all **Non-targeted** Section 3 employees
- \* Total hours worked by all **Targeted** Section 3 employee



Housing Authority of New Orleans  
Section 3 New Rule Contractor Acknowledgement  
*(Return this form with your final contract)*

Company Name: \_\_\_\_\_

Contract or Project Name: \_\_\_\_\_

Trade Work/Classification: \_\_\_\_\_

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

**Monthly**, I will be required to provide these data points for all contract staff working directly on the contract **not including any back-office staff**:

- Total Hours Worked by all employees (Section 3 and regular employees)
- Total Hours Worked by All **Non-Targeted Section 3 employees** (Low-Income persons residing in the HANO Metropolitan Area (MSA))
- Total Hours Worked by All **Targeted Section 3 employees** (Public Housing, Section 8, YouthBuild)

*You are required to enter the names and hours worked by each Section 3 employee individually.*

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Section 3 Business Preference Submittal Form

(Attachment D)

- 10 **Introduction:** This form must be fully completed, accompanied by all required attachments, for any bidder/bidder claiming a Section 3 Business Preference (hereinafter, "Preference").
- 11 This fully completed form and any attachments thereto, will become a part of any ensuing contract.
- 12 Each bidder/bidder shall mark an "X" where provided following for all that apply to his/her claim of a Preference.
- 13 The bidder/bidder shall provide as an attachment to this completed form a detailed work plan clearly explaining how each following "denoted effort" or "claim" will be accomplished). Failure on the part of the bidder/bidder to include any such required attachment fully explaining the claim of the bidder/bidder shall result in the HA not considering the claim for a Preference (though the HA will, if awarded, later require the bidder/bidder to submit the information to satisfy the Section 3 requirements of the ensuing contract).
- 14 Please note that, even if a bidder/bidder does not complete and submit this form claiming a Preference, the HA may require this form to be completed by the successful bidder/bidder as an attachment to the ensuing contract to document the Section 3 Plan required for the ensuing contract.
- 20 **Current Section 3 Status:** The undersigned bidder/bidder hereby claims that it is a Section 3 business concern and claims such preference in that he/she can provide evidence that (the bidder/bidder has attached justifying documentation for each item following marked with an "X"):
- 21 \_\_\_ It is 51% or more owned by a Section 3 resident:
- 2.1.1 \_\_\_ HA resident lease;
- 2.1.2 \_\_\_ Evidence of participation in a public assistance program;
- 2.1.3 \_\_\_ Articles of Incorporation;
- 2.1.4 \_\_\_ Fictitious or Assumed Business Name Certificate;
- 2.1.5 \_\_\_ List of owners/stockholders and % of each;
- 2.1.6 \_\_\_ Latest Board minutes appointing officers;
- 2.1.7 \_\_\_ Organization chart with names and titles and brief functional statement;
- 2.1.8 \_\_\_ Partnership Agreement;
- 2.1.9 \_\_\_ Corporation Annual Report.
- 22 \_\_\_ At least 30% of its full time employees include persons that are currently Section 3 residents, or within 3 years of the date of first employment with the business concern were Section 3 residents:

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

2.2.1 To justify this claim, please see the immediate following:

| (1)<br>Classification | (2)<br>Total Number of<br>Current Permanent<br>Employees | (3)<br>Total Number of<br>Section 3 Resident<br>Employees |
|-----------------------|--|---|
| Trainees              |  |   |
| Apprentices           |  |   |
| Journeypersons        |  |   |
| Laborers              |  |   |
| Supervisory           |  |   |
| Superintendent        |  |   |
| Professional          |  |   |
| Clerical              |  |   |
| Other:                |  |   |

2.2.2 Attach a listing of all employees listed within column (3) above, including name and total annual income.

23        He/she has a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

2.3.1 To justify this claim, please see the immediate following:

| (1)<br>Name of Section 3 Firm Receiving the<br>Subcontract | (2)<br>Total Amount of<br>Subcontract(s) | (3)<br>Percentage the<br>Subcontract(s)<br>is/are of the Total<br>Proposed<br>Contract Amount |
|--|--|---|
|  | \$                                       | %   |
|  | \$                                       | %   |
|  | \$                                       | %   |

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

30 **Section 3 Preference Claim, Training and Employment Opportunities:** The undersigned bidder/bidder hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to:

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

- 31  Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);
- 32  Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);
- 33  Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
- 34  Other section 3 residents.

**3.8 Section 3 Preference Claim, Section 3 Business Concerns:** The undersigned bidder/bidder hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

- 41  Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
- 42  Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or
- 43  HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county/parish) in which the section 3 covered assistance is expended (category 3 businesses).
- 44  Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

5.0 As further detailed herein, which of the following priority are you claiming? (NOTE: Mark with an "X" the highest claimed Priority only.)

| PRIORITY CLAIMED<br>(Mark "X") | FACTOR DESCRIPTION   |
|--------------------------------|--|
|                                | SECTION 3 BUSINESS PREFERENCE PARTICIPATION:   |
|                                | Priority I, Category 1a: Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended. |
|                                | Priority II, Category 1b: Business concerns whose workforce includes 30 percent of residents of the  |

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

|  |  |
|--|--|
|  | housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.  |
|  | Priority III, Category 2a: Business concerns that are 51 percent or more owned by residents of any other housing development or developments.  |
|  | Priority IV, Category 2b: Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.   |
|  | Priority V, Category 3: Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.  |
|  | Priority VI, Category 4a: Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area. |
|  | Priority VII, Category 4b: Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.  |

- 60 As detailed within 24 CFR §135, Appendix I, *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*, denote the "efforts" your firm hereby formally commits to implement if you are awarded a contract:
- 61 \_\_\_ Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- 62 \_\_\_ Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.
- 63 \_\_\_ Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- 64 \_\_\_ Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing

development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

- 6.5 \_\_\_ Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- 6.6 \_\_\_ Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- 6.7 \_\_\_ Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- 6.8 \_\_\_ Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
- 6.9 \_\_\_ Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- 6.10 \_\_\_ Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- 6.11 \_\_\_ Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- 6.12 \_\_\_ Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- 6.13 \_\_\_ Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 6.14 \_\_\_ Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

- 6.15 \_\_\_ For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)
- 6.16 \_\_\_ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- 6.17 \_\_\_ Undertaking job counseling, education and related programs in association with local educational institutions.
- 6.18 \_\_\_ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- 6.19 \_\_\_ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- 6.20 \_\_\_ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

7.0 As detailed within 24 CFR §135, Appendix II, *Examples of Efforts To Award Contracts to Section 3 Business Concerns*, denote following the "efforts" your firm hereby formally commits to implement if you are awarded a contract:

- 7.1 \_\_\_ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).
- 7.2 \_\_\_ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- 7.3 \_\_\_ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or bids for contracts for work in connection with section 3 covered assistance.
- 7.4 \_\_\_ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- 7.5 \_\_\_ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

- 7.6 \_\_\_ Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or Invitation for Bids.
- 7.7 \_\_\_ Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- 7.8 \_\_\_ Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- 7.9 \_\_\_ Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- 7.10 \_\_\_ Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- 7.11 \_\_\_ Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.
- 7.12 \_\_\_ Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.
- 7.13 \_\_\_ Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- 7.14 \_\_\_ Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- 7.15 \_\_\_ Developing a list of eligible section 3 business concerns.
- 7.16 \_\_\_ For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.
- 7.17 \_\_\_ Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- 7.18 \_\_\_ Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.
- 7.19 \_\_\_ Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- 7.20 \_\_\_ Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- 7.21 \_\_\_ Actively supporting joint ventures with section 3 business concerns.



**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

7.22 \_\_\_ Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

8.0 The undersigned bidder/bidder hereby declares:

8.1 The information within this completed form (and any attachments) is, to the best of his/her knowledge, true and accurate.

8.2 He/she is aware that if the HA discovers that any such information is not true and accurate, such shall allow the HA to:

8.2.1 NOT award the bidder/bidder a Preference; and

8.2.2 If the HA deems such is warranted (e.g. in the case of submitting information the bidder/bidder knows to be untrue), declare such bidder/bidder to be nonresponsive and not allow the bidder/bidder to receive an award.

8.3 He/she is aware that if he/she receives an award as the result of this competitive solicitation, even though he/she may not receive a Preference from the HA as a result of this submittal, he/she will still be required to, to the greatest extent feasible, implement a Section 3 Plan, including a commitment to interview and consider hiring Section 3 persons (most specifically, residents of the HA) whenever the successful bidder/bidder has need to hire additional employees during the term of the ensuing contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**Attachment E**  
**HUD- 5369-A**  
**HANO**  
*Housing Authority of New Orleans*

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Attachment F Supplemental Conditions



**SUPPLEMENTAL CONDITIONS**

**The Contractor shall possess a major classification in Building Construction**

The following supplements and/or modifies the "General Conditions for Construction Contracts," form HUD-5370:

**Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. The Contractor shall complete the work in **90 calendar days**. The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance".

**Liquidated Damages**

The cost per day in Liquidated Damages for delay in the completion of this project is **\$169.00**.

**Contract Type**

The contract resulting from this IFB shall be a fixed price contract. Roof replacement services shall be paid at fixed rates, in accordance with the contractor's Base Bid, pending HUD Funding.

**Davis Bacon**

Davis Wage Rates are in effect for this project.

**Bonding**

All bids must be accompanied by a bid bond/guarantee, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as evidence of good faith of the bidder.

The awarded bidder will be required to provide a performance bond in an amount not less than one-half of the amount of the contract, for faithful performance of their duties.

**Employment, Training and Contracting Policy**

**PART I- POLICY, PURPOSE, REQUIREMENTS, DEFINITIONS**

- A. INTRODUCTION AND SUMMARY
- B. DEFINITIONS
- C. HANO SECTION 3 & DBE/WBE POLICY STATEMENTS
- D. SECTION 3 NEW HIRE AND CONTRACTING REQUIREMENTS
- E. DBE/WBE CONTRACT REQUIREMENTS

**PART II- PROCUREMENT & CONTRACTOR REQUIREMENTS AND PROCEDURES**

- A. SECTION 3 CONTRACTING PROCEDURES.
- B. DBE/WBE CONTRACTING PROCEDURES
- C. REPORTING OPEN POSITIONS



# INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites

## PART III - COMPLIANCE REQUIREMENTS

- A. COMPLIANCE REQUIREMENTS FOR HIRING & CONTRACTING
- B. PROJECT LABOR AGREEMENTS OR COMMUNITY WORKFORCE AGREEMENTS

## PART IV - TRAINING REQUIREMENTS

- A. TRAINING AND INTERNSHIP REQUIREMENTS

### Invoicing

Invoices shall be submitted monthly to the Department of Finance with a copy to the Modernization and Development Department. The invoice shall provide an invoice number, service dates, purchase order number, Task Order number, and a description of services provided and the name/title of employee who rendered the services. Invoices shall be submitted on the contractor's own invoice form.

### Payments

All vendors should submit invoices to the Finance Department on or before the days listed below. All vendor invoices are due on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

- *Invoices received on the 16<sup>th</sup> of the current month thru the 1<sup>st</sup> day of the next month will be paid on the 1<sup>st</sup> of the following month.*
- **Example: An invoice received on August 27<sup>th</sup> will be processed commencing September 1<sup>st</sup> and paid on October 1<sup>st</sup>.**
- *Invoices received on the 2<sup>nd</sup> of the current month thru the 15<sup>th</sup> of the current month will be paid on the 15<sup>th</sup> of the following month.*
- **Example: An invoice received on August 4<sup>th</sup> will be processed commencing August 15<sup>th</sup> and paid on September 15<sup>th</sup>.**

### Request for Taxpayer Number and Certification (W-9)

The respondent(s) shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

### Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this IFB, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

## INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites

### **Indemnification**

The successful Respondent(s) will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent(s) will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HANO will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this IFB will survive the expiration or termination of that contract.

### **Rights, Use, and Ownership of Assessment Materials**

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

### **Ethics Policy**

The selected Respondent shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and State of Louisiana Ethics Code.

### **Third Party Claims on Software**

HANO shall be held harmless from any third party legal claims involving the use by HANO of any software product or technique provided by the selected Respondent.

### **Licenses and Certifications**

The successful Respondent shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of New Orleans. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

## INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites

The project shall be awarded only to contractors who are licensed under State of Louisiana Contractors License Law La. R.S. 37:2150-2192 with a major classification in Building Construction/Roofing.

### **Contractual Obligations**

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HANO will hold the selected respondent(s) responsible for the proposed services.

### **Certification of Legal Entity**

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under Louisiana law.

### **Certifications**

In submitting the bid, the Respondent is indicating a willingness to comply with all terms and conditions of the IFB, including but not limited to those set forth in HUD Form 5370-C, General Contract Conditions, Non-Construction, and these Supplemental Conditions.

### **Personnel**

In submitting their bids, Respondents are representing that the personnel described in their bids shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the bid due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HANO.

### **Respondent Status**

The successful Respondent will be held to be an independent Consultant, and will not be an employee of HANO.

### **Assignment**

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this IFB, or any of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of the HANO.

### **Advertising**

In submitting a bid, the successful Respondent agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law firms to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO specifically agrees otherwise.

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

The Contractor shall not make public comment on HANO matters without express written approval from HANO's Director of Communications. All media inquiries shall be referred to the Administrative Receiver and to the Director of Communications.

**Assumption of Risk**

Contractor is aware and acknowledges that HANO has no knowledge and/or duty to investigate the physical condition of any prospective property and/or the health conditions of any prospective property owners and/or occupants, including but not limited to tenants, subtenants, invitees, assignees, and/or any other person that has entered and/or lived in a prospective property. Contractor hereby agrees to assume any and all risk(s) associated with any potential infectious diseases, viruses, or the like, including but not limited to COVID-19 (Novel Coronavirus Disease), that may be present in a prospective property and/or a prospective property's owner(s) and/or occupant(s). Contractor agrees, acknowledges, and assumes all potential risks, including risk of infection, transmission, and/or contraction of any infectious disease, virus, and/or illness, to view and/or enter a prospective property. Contractor further agrees to hold harmless and release HANO, including any and all agents, assigns, and/or successors, from any and all liability and/or potential claims, whether from Contractor or third party, arising from and/or in any way related to Contractor's alleged infection, transmission, and/or contraction of any infectious disease, virus, and/or illness from a prospective property, except any claim and/or cause of action arising from HANO's gross negligence and/or willful misconduct.

# Attachment G

## HUD 5370 EZ



# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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## See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).



- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved 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 regular 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 in 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.

- (2) (i) Any class of laborers or mechanics, including helpers, 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 all the following criteria have been met:
  - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) 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.

(b) Withholding of Funds. 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) 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 (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

# Attachment H Acknowledgment of Addenda



ACKNOWLEDGEMENT OF  
ADDENDA (ATTACHMENT H)

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

**Attachment I**  
**LOUISIANA UNIFORM**  
**PUBLIC WORK BID**  
**FORM**  
**(Entry of Proposed Fees)**



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** HOUSING AUTHORITY OF NEW ORLEANS  
PROUREMENT AND CONTRACTS DEPT.  
4100 TOURO STREET, NEW ORLEANS, LA

*(Owner to provide name and address of owner)*

**BID FOR:** INTERIOR/EXTERIOR REPAIRS  
WESTBANK SCATTERED SITES  
IFB #24-912-08

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: the Housing Authority of New Orleans and dated: \_\_\_\_\_

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of authority of the person signing the bid for the public work as prescribed by LA R.S.38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.



# Attachment J Certification of Contractor Non- Exclusion



**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 – Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of, or have not entered a plea of guilty or nolo contendere to any of the crimes listed above or equivalent crimes.

\_\_\_\_\_  
(Print)

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

\_\_\_\_\_  
(Signature)

# Attachment K E-Verification Affidavit

(Only required post-bid by awarded  
bidder)



E-VERIFICATION AFFIDAVIT

(Employer)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Being duly sworn, attests and says that:  
(Authorized Signatory)

\_\_\_\_\_ a private organization,  
(Name of Private Company/Employer)

duly registered in the aforementioned state, and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States, or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm the legal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administrated by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

Signature of

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

# Attachment L

# Vendor Registration

# Form





**VENDOR SETUP FORM**

**Company Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Owner/President:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_ **Contact Fax:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_ **Company Website:** \_\_\_\_\_

**Banking Information (Required for EFT Payment, if applicable):**

**Bank Name:** \_\_\_\_\_ **Name on Bank Account:** \_\_\_\_\_

**Routing Number:**

**Account Number:**

**Type of Account:**     **Checking**     **Savings**     **Corporate/Commercial**

**Required:** Taxpayer Identification Number: \_\_\_\_\_

**Type of Operation (Check all that apply):**

- Individual    Corporation    Manufacturer    Partnership    Distributor
- Sole Proprietorship    Retail Dealer    Agent/Broker    Limited Liability

**PLEASE ATTACH ANY REVISED INFORMATION INCLUDING W9 AND/OR BANKING UPDATED INFORMATION, AS REQUIRED.....**

**Requisition #:** \_\_\_\_\_ or N/A \_\_\_\_\_ (Direct pay items do not require a requisition #)

**Approvals:**

**Requestor/Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **1099? Y N**

**Procurement Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date Entered:** \_\_\_\_\_ **Entered By:** \_\_\_\_\_

\* Attach Documentation (If Provided)

## Select All Applicable Products/Service in Each Category:

### Voice Services & Products:

- Call Accounting
- Calling Cards
- Local Services
- Voice Bridging
- VoIP Solutions
- Call Center
- Telephone Equipment
- Long Distance Services
- Voice Systems
- Wireless/Cellular
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Network/Internet Services & Products:

- Converged Network Provider
- Internet Access
- Virtual Learning
- Custom Network/Internet Solutions
- Network Equipment
- Wireless LAN/MAN/WAN
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Video Services & Products:

- Audio/Visual Equipment
- Interactive Video & Multimedia Equipment
- Video Bridging
- Integration Services
- Network Access
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### e-Learning Solutions:

- Course/Learning Management Application
- Training/Certification
- Course Content Provider
- Hosting – ASP Services
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Computer Services & Products:

- Application Software (Microsoft, Adobe, Lotus, etc.)
- E-mail Applications
- Network Devices
- SAN, Enterprise, Etc.
- Web & Application Hosting/IT Services
- Computers, Servers & Add-On Components
- Internet Content Filtering Applications & Devices
- Peripheral Equipment
- Storage Systems
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Additional Services & Products:

- Auditors
- Electrical Generators & Power Suppression Equip
- Office Furniture
- Consulting
- Library Supplies, Equipment & Furniture
- Office Supplies & Equipment
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)

Required: (Attach a copy of your certification for all items circled above)

Check one: \_\_ African American \_\_ Hispanic \_\_ Native American \_\_ Asian \_\_ Caucasian \_\_ Other

## **Definitions:**

**Disadvantage Business Enterprise (DBE)** – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

**Woman Business Enterprise (WBE)** - A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

**Section 3 Business** - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

**Small Business Enterprise (SBE)** — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).



## DECLARATION BY VENDOR

**I confirm that:**

- i) Neither I nor any employee of \_\_\_\_\_ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

---

Printed Name of Authorized Signatory

---

Signature

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>  | <p>Requester's name and address (optional)</p> <hr/>  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|  |   |  |  |  |   |   |  |  |
|--|---|--|--|--|---|---|--|--|
| <b>Social security number</b>  |   |  |  |  |   |   |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> |   |  |  |  | - | - |  |  |
|  |   |  |  |  |   |   |  |  |
| -  | - |  |  |  |   |   |  |  |
| or   |   |  |  |  |   |   |  |  |
| <b>Employer identification number</b>  |   |  |  |  |   |   |  |  |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> |   |  |  |  | - | - |  |  |
|  |   |  |  |  |   |   |  |  |
| -  | - |  |  |  |   |   |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL E accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))                                     | The grantor <sup>4</sup>  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Attachment M

# Sample Bid Bond

# Form





**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of Louisiana, as Surety, are held and firmly bound unto the Housing Authority of New Orleans (HANO), for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_ Located at \_\_\_\_\_  
(Identify project by number and brief description)

**NOW THEREFORE**, if the HANO shall accept the bid of the Principal and the Principal shall enter into a contract with the HANO in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the HANO the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the HANO may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of La. R.S. 38:2241; 38:2216, as amended, then this obligation shall be null and void; otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the Principal and Surety have hereto set their hands and seals, this \_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Name and Seal)

\_\_\_\_\_  
(Attorney-in-Fact)

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Attachment N

# Performance and

# Payment Bond

# Sample Form

(only required post-bid from  
awarded bidder)



**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

**PERFORMANCE AND PAYMENT BOND (OR BONDS)**

CITY OF: \_\_\_\_\_ STATE OF: LOUISIANA

PARISH OF: \_\_\_\_\_ PROJECT NO: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned: \_\_\_\_\_

Of the City of \_\_\_\_\_ Parish of \_\_\_\_\_, State of \_\_\_\_\_

As Principal, and \_\_\_\_\_, duly authorized under the Laws of the State of Louisiana to act as surety on bonds for the Principals, and as SURETY, are held and firmly bound unto the HOUSING AUTHORITY of the City of NEW ORLEANS, in Louisiana, a public body corporate and politic, created under and by virtue of the Laws of the State of Louisiana, (hereinafter referred to as the Local Authority) and to subcontractors, workmen, laborers, mechanics, furnishers of materials, and to all others entitled to protection under public Contract Bonds in accordance with the Laws of this State, the provisions of such Laws being incorporated herein by reference as their interest may appear, all of whom shall have the right to sue upon this Bond in the penal sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,**

The above bounded Principal has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by an Instrument in writing, entered into a Contract with the Local Authority to furnish all materials, labor, tools, equipment, supervision, and other accessories, and to do all work necessary to complete the requirements within the Plans and Specifications for: \_\_\_\_\_, and Addenda thereto, numbered \_\_\_\_\_ Dated: \_\_\_\_\_ and, which said Specifications, Addenda and Drawings are incorporated herein by reference, and made a part hereof.

**NOW, THEREFORE,** if the said principal shall well and truly in good sufficient and workmanlike manner, faithfully perform said Contract and Agreement, and shall and will in all respects duly and faithfully perform all and singular the covenant-conditions and agreements in and by said Contract agreed and covenanted by the said Principal, to be observed and performed and according to the true intent and meaning of said Contract, Plans and Specifications thereunder perform and complete the work required, and shall defend, indemnify and save harmless said Local Authority against all damages, claims, demands, expenses, and charges of every kind

**HOUSING AUTHORITY OF NEW ORLEANS, LA**

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**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

(including claims of patent infringement) arising out of injury or damage to persons or property by reason of said Contract and the work thereunder required of said Principal or arising from any act, omission or neglect of said Principal, his agents, or employees with relation to said work and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver to the said Local Authority completed and ready for occupancy or operation and free from all liens, encumbrances, or claims for labor, materials or otherwise, during the original term of same, as well as during any period of extension of said Contract that may be granted on the part of the Local Authority; and shall promptly well and truly make payment to persons, firms, corporations, subcontractors, workmen, laborers, mechanics, furnishing materials for, or performing labor in prosecution of work provided in such Contract, all moneys to them owing by said Principal for subcontractor's work, labor and materials, workmen's compensation insurance, excise taxes or other lawful public charges, provided, furnished, or applicable to the construction of such improvements, provided in such Contract, for the said Local Authority and shall pay to the said Local Authority, all penalties provided for under the laws of this State for the violation of any provisions of law and/or of the provisions of said Contract, and shall pay all other expenses lawfully chargeable to the said Local Authority by reason of any default or neglect in the relation of said Contract and said work-then the obligation shall be and become null and void, otherwise to remain in full force and effect.

No modifications, omissions, or additions in or to the terms of said Contract, in the Plans and Specifications, or in the manner and mode of payment, shall in any manner affect the obligation of the undersigned Surety in connection with the aforesaid Contract.

The undersigned hereby does further consent and yield to the jurisdiction of the Civil District Court for the Parish of Orleans, in the State of Louisiana and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Surety, as well as all pleas or discussions in regard to the Contractor, its Principal under this Bond.

**IN WITNESS WHEREOF**, the above bonded parties have executed this Instrument under their several Seals, and these presents duly signed by their undersigned representative pursuant to the authority of their governing bodies;

**IN THE PRESENCE OF:**

ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**HOUSING AUTHORITY OF NEW ORLEANS, LA**

**INVITATION FOR BIDS (IFB) No. 24-912-08 Interior and Exterior Repairs for Uptown Scattered Sites**

BUSINESS ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Corporate Surety)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

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

Title: Attorney-in-Fact

Date: \_\_\_\_\_

BUSINESS ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand

The total amount of premium is \$ \_\_\_\_\_

**Attachment O**  
**Davis Bacon**  
**Wage Rates**



"General Decision Number: LA20230041 10/20/2023

Superseded General Decision Number: LA20220041

State: Louisiana

Construction Type: Building

County: Orleans County in Louisiana.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|   |  |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2023       |
| 1                   | 01/13/2023       |

2 01/20/2023  
 3 06/16/2023  
 4 10/20/2023

ASBE0053-001 08/29/2022

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 30.20 | 9.62    |

ELEC0130-010 12/05/2022

|  | Rates    | Fringes |
|--|----------|---------|
| ELECTRICIAN (Including<br>Communication Technician and<br>Low Voltage Wiring)..... | \$ 32.75 | 14.51   |

ELEV0016-001 01/01/2023

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 46.83 | 37.335+a+b |

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

ENGI0406-002 07/01/2014

|  | Rates    | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR<br>(Crane)..... | \$ 23.46 | 8.35    |

CRANE PREMIUMS:  
 50-150 Tons \$1.75  
 Over 150 Tons \$2.25

IRON0623-021 01/01/2023

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER (REINFORCING AND<br>STRUCTURAL)..... | \$ 33.25 | 12.22   |

\* PAIN1244-006 09/01/2023

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 24.44 | 11.92   |

PAIN1244-013 12/01/2021

|   | Rates    | Fringes |
|---|----------|---------|
| PAINTER: Spray Only (Excludes<br>Drywall Finishing/Taping)..... | \$ 18.83 | 9.48    |



-----  
PLAS0567-001 08/01/2022

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 30.47 | 7.97    |

-----  
PLUM0060-009 06/05/2023

|   | Rates    | Fringes |
|---|----------|---------|
| PIPEFITTER (Including HVAC<br>Pipe and Unit Installation;<br>Excluding Installation of<br>HVAC Temperature Controls)..... | \$ 31.70 | 13.85   |
| PLUMBER (Installation of HVAC<br>Temperature Controls;<br>Excluding HVAC Pipe and Unit<br>Installation).....              | \$ 31.70 | 13.85   |

-----  
SHEE0214-010 09/01/2013

|   | Rates    | Fringes |
|---|----------|---------|
| SHEET METAL WORKER (Including<br>HVAC Duct Installation)..... | \$ 26.71 | 11.93   |

-----  
\* SULA2012-026 09/22/2014

|   | Rates       | Fringes |
|---|-------------|---------|
| BRICKLAYER.....   | \$ 18.66    | 0.00    |
| CARPENTER (Form Work Only).....   | \$ 15.00 ** | 0.00    |
| CARPENTER, Excludes Drywall<br>Hanging and Metal Stud<br>Installation, and Form Work..... | \$ 19.37    | 2.46    |
| DRYWALL FINISHER/TAPER.....   | \$ 16.55    | 0.00    |
| DRYWALL HANGER AND METAL STUD<br>INSTALLER.....   | \$ 18.21    | 4.90    |
| LABORER: Common or General.....   | \$ 13.09 ** | 0.00    |
| LABORER: Mason Tender - Brick...  | \$ 12.38 ** | 0.00    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....  | \$ 22.92    | 0.00    |
| PAINTER (BRUSH AND ROLLER),<br>Excludes Drywall<br>Finishing/Taping.....                  | \$ 17.25    | 0.00    |
| ROOFER.....   | \$ 16.77    | 5.66    |
| SPRINKLER FITTER (Fire<br>Sprinklers).....  | \$ 21.08    | 5.79    |
| TILE SETTER.....  | \$ 20.00    | 0.00    |
| TRUCK DRIVER: Dump Truck.....   | \$ 15.00 ** | 0.00    |

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

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**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 National Office because National Office has 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

..

# **Attachment P**

## **Employment, Training, and Contracting Policy**



*Housing Authority of New Orleans*



*Housing Authority of New Orleans*

**EMPLOYMENT, TRAINING, AND CONTRACTING POLICY**

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# Part I: Policy, Purpose, Requirements, Definitions

## A. Introduction and Summary

The Housing Authority of New Orleans (HANO) has established a policy whereby any contractor that transacts business with HANO must meet the requirements of HANO's Section 3 and DBE/WBE policy as outlined in this document. This policy applies to all contracts valued at \$100,000 or greater. Contractors will: 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and 2) provide Section 3 Business Concerns, Disadvantaged Business Enterprises (DBEs) as well as Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO. HANO will make a good faith effort to recruit as many Section 3 eligible residents and businesses as possible for employment and instructional positions and contract opportunities, in an effort to provide economic opportunities for area residents and area business concerns.

This document serves to fulfill two (2) main objectives: 1) it outlines the Section 3 & Section 3 Business Concerns/DBE/WBE policy and program compliance measures of HANO, and 2) it contains program definitions, requirements, required forms, information on program assistance provided by HANO, and other information related to HANO's Employment, Training and Contracting Policy. This document replaces all previous policies and is in immediate effect as of the HANO Board approval date.

### Summary of Requirements

|              | Targeted Section 3 Worker   | Section 3 Worker   | SMDBE Contracting                               | WBE Contracting                                | Section 3 Contracting                           | Section 3 Training & Internship   |
|--------------|---|--|---|--|---|---|
| Requirements | A worker employed by a Section 3 business concern or a worker who currently fits or when hired fits at least one of the following categories, as documented within the past 5 years.<br>1. Public Housing resident, Section 8 assisted housing or Youthbuild. 2. Income-eligible resident of Public Housing or Section 8 assisted housing managed by the PHA. 3. Youthbuild Participant. 4. Labor Benchmark of 5%. **Included in the 25% requirement. | Individual's income is below the Low-Income limit is less than 80% AML. Employed by a Low-Income business concern. Youthbuild Participant. Labor Benchmark of 25%. | 25% of the value of the construction contracts. | 5% of the value of the construction contracts. | 10% of the value of the construction contracts. | Paid Training and Internship Spots as listed in the Chart on Page 16 of HANO's Employment, Training and Contracting Policy. |

These requirements apply to all prime and subcontractors where the value of the contract with HANO is \$100,000 or greater.



## B. Definitions

**Labor Hours:** The number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing assistance.

**Professional Services:** Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contract for legal services, financial consulting, accounting services, environmental services, architectural services, and civil engineering services.

**Local Hire:** Employee Residing within Orleans Parish.

**Low-Income Person:** A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Very Low-Income Person:** A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**New Hires:** Full-time employees not previously employed on this contract for permanent, temporary or seasonal employment opportunities.

**Section 3 Worker:** Any worker who currently fits or, when hired within the past 5 year fit, at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD, or
- (2) The worker is employed by a Section 3 Business Concern, or
- (3) The worker is a YouthBuild participant.

**Service area or the neighborhood of the project:** An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

**Core Employees:** Persons listed and verified as employed with company before the contract execution date.

**Contractor:** Any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

**Housing Authority (HA):** Public Housing Agency

**Housing Development:** Housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**Employment Opportunities Generated by Section 3 Covered Assistance:** All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**HUD Youthbuild Programs:** Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**Recipient:** Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern:**

- (1) Business concerns that 51 percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- (2) Business where over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (3) Business concerns that are at least 51 percent (51%) owned and controlled by low- or very low-income persons.

**Section 3 Covered Contracts:** A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials only. However,

whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract

**Section 3 Covered Project:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Small, Minority, and Disadvantaged Business Enterprise (SMDBE):** A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who experience some form of social or economic disadvantage. For the purposes of SMDBE identification, the factors for proving social or economic disadvantage include at least one objective distinguishing factor such as race, ethnic origin, gender or gender identification, physical handicap, service in the military, long-term residence in an environment isolated from the mainstream of society, or other similar causes not common to individuals who are not socially disadvantaged.

**Subcontractor:** Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Targeted Section 3 Worker:** For public housing assistance, a Section 3 worker who is:

- (1) A worker employed by a Section 3 Business Concern; or
- (2) A worker who currently fit, or when hired within the past five (5) years fit, at least one of the following categories:
  - (i) A resident of public housing or Section 8-assisted housing; or
  - (ii) A resident of other public housing projects or Section 8-assisted housing managed by HANO; or
  - (iii) A YouthBuild participant.

**YouthBuild programs:** YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (WIOA).

U.S.C. 1701u).

**Section 3 Final Rule:** Section 3 Final Rule makes changes to the Section 3 regulations, now codified in 24 CFR Part 75 and is effective on November 30, 2020, designed to focus on economic opportunity outcomes while simultaneously reducing regulatory burden. These changes improve the effectiveness of Section 3, streamline some process that have not yielded significant benefits, and encourage HUD grantees to focus on sustained employment for low-and very low income individuals.

## C. HANO Section 3 & DBE/WBE Policy Statements

### **Section 3 Policy Statement**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of New Orleans to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2021-18, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of the Section 3 Opportunities Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of Section 3 and this policy.

HANO, in accordance with applicable laws and regulations including those published at 24 CFR Part 75 and effective on November 30, 2020, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements.

HANO's Section 3 requirement is that Section 3 Workers must perform 20% of all labor hours on a covered contract, and that Targeted Section 3 Workers must perform 5% of all labor hours on a covered contract.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject contractors to penalties including, but not limited to, the withholding of payments.

Small, Minority, and Disadvantaged Business Policy Statement Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 2 CFR Part 200 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2021-18, HANO hereby

modifies the numerical requirements relative to contracting with Small, Minority, and Disadvantaged Business Enterprises (SMBDE). HANO also reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide SMDBEs with the maximum opportunity to participate in the performance of contracts awarded by HANO.

**HANO's SMDBE requirement is 30% of the value of the contract will be awarded to qualified SMDBEs. Small, Minority and Disadvantaged Business Enterprise requirements will be 25% of the value of the contract and Women Owned Business Enterprise requirements will be 5% of the value of the contract.**

To comply with this requirement and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of evidence and certification that the bidder will comply with the requirements of this policy.

#### **D. Section 3 New Hire & Contracting Requirements**

##### **Section 3 Numerical Requirements and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 25% of hours worked requirement. Which is 5% of hours worked for Targeted Section 3 Workers and 20% for Section 3 Workers. The priority list is:

- Priority 1: A resident of HANO housing site where the work is being done
- Priority 2: A resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A Section 8 assisted resident of Orleans Parish
- Priority 5: 5% Labor Hours Benchmark included within the 25% requirement

##### **Contracting Requirements**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall direct 10% of the contract value to Section 3 business concerns for construction contracts in the following order of priority:

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or

whose full-time, permanent workforce includes 30% of these persons as employees; or

Priority 3: HUD Youthbuild programs in Orleans Parish; or

Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts less than \$100,000 and shall not apply to contracts for the purchase of supplies and materials unless the contract for materials includes installation.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, **participation can only count toward one requirement**. For example, if a subcontract is let to a Section 3 business concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its Section 3 contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

## **E. DBE/WBE Contract Requirements**

### **Numerical Requirements**

HANO requires that all contractors and any tier subcontractors shall direct their subcontracting opportunities to DBEs/WBEs as follows:

- Disadvantaged Business Enterprises - 20% of the total value of contract
- Woman Business Enterprises - 5% of the total value of contract

DBE and WBE businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of this policy and numerical requirements in any and all tier subcontracts. HANO must receive a copy of all tier subcontracts.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, an individual company's participation can only count toward one requirement on a contract. For example, if a subcontract is let to a WBE concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its WBE contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

Requirements relative to contracting with DBEs/WBEs shall not apply to contracts less than \$100,000 and shall not apply to contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc, or when the sole source or specified items are not available from DBEs/WBEs.

100% of the participation of DBE/WBE suppliers shall count towards the requirements as long as the supplier maintains an inventory and/or significantly alters the product for distribution. In cases where the DBE/WBE supplier does not maintain an inventory and/or does not significantly alter products for distribution, only 25% of the DBE/WBE supplier's participation shall count toward the requirements.

## **Part II- Procurement & Contractor Requirements and Procedures**

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### **A. Section 3 Contracting Requirements & Procedures**

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

As part of the response to an IFB, RFP, RFQ, or other solicitation, respondents (prime) are required to submit a Section 3 Employment and Training Action Plan (SETAP) to identify overall projected employment by type and phase, Section 3 hiring, training and contracting requirements, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. (See Section III for Section 3 Employment & Training Action Plan format).

The **HANO Section 3 Coordinator** will be responsible for coordinating with the Department of Procurement and Contracts to review the Section 3 Employment and Training Action Plan prior to the award of the contract. Upon selection, HANO will work with the selected firm to finalize the Section 3 Plan, including identification of HANO assistance to be provided (if any), timelines for action, and review of reporting and compliance requirements. The Section 3 Employment and Training plan is separate and apart from the Disadvantaged/Women Business Enterprise Plan and must be completed in addition to the DBE/WBE Plan.

**I. Prior to Bid/Pre Certification Process:** HANO Resident-Owned Businesses can Visit [www.hano.org](http://www.hano.org), to complete and submit a Section 3 Business Concerns Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- Section 3 Employment Action Plan
- Section 3 Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees (including date of hire for each core employee and address)
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Section 3 Coordinator.



#### **IV. Contract Performance Phase:**

##### **Section 3 Contract Performance Monitoring**

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period (Appendix):

- Core Employee List Subcontractors / New Contracts
- Section 3 Employment and Training Compliance Reports
- Section 3 Labor/Manhour Report
- Contracting Compliance Report
- Section 3 Individual Income Verification Form
- Employer Paid Training Report

Upon HANO's request, the contractor and all tier level sub-contractors are required to provide supporting documentation and proof of previous employment of any and all core employees prior to working on a HANO project.

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Individual Income Verification Form is completed. The Section 3 Individual Income Verification Form shall be completed by the resident, and submitted to the contractor. This documentation should be included with the monthly reports submitted to HANO.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

##### **Determination of Compliance**

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 15 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

##### **Hiring:**

- Target recruitment of Section 3 residents for training and employment by taking steps such as:
  - Prominently place a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken, advertise in the local media;

- Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
  - Consider contracting with HANO Resident Councils and/or Resident Management Corporations;
  - Contact HANO for a list of agencies which may be able to provide assistance regarding opportunities for training which can be utilized on this contract;
  - Contact local job training centers, employment service agencies, and community organizations;
  - Develop on-the-job training opportunities or participate in job training programs;
  - Develop or participate in certified Pre-Apprenticeship/Apprenticeship Trainings Programs for construction trades on Construction Contracts and Paid Internship/Summer Employment Opportunities for Non-Construction Contracts.
- Keep a list of Section 3 area residents who apply on their own or by referral for available positions.
  - Send to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3.
  - Select Section 3 area residents, particularly HANO residents, for training and employment positions.
  - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

Where feasible, adjust the initial Section 3 and DBE/WBE Action Plan to increase the use of Section 3 residents in categories where the Plan has been successful to compensate for those categories of lower success.

## **B. DBE/WBE Certification**

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Development and Modernization Department. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by visiting HANO's website at [www.hano.org](http://www.hano.org).

**Contracting Procedures:**

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

**I. Prior to Bid/Pre Certification Process:** If qualified, contractors can visit [www.hano.org](http://www.hano.org), to complete and submit a Disadvantaged Business Enterprise Program Certification Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- A. DBE/WBE Contracting Action Plan
- B. Contracting Schedule
- C. Letter of Intent
- D. Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the DBE/WBE subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Compliance Officer.

**IV. Contract Performance Phase:** HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period:

- Contracting Compliance Report

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

**Contracting:**

- Target recruitment of DBEs/WBEs by taking such steps as:
  - Contact DBEs/WBEs in the HANO's directory;
  - Prominently place a notice of commitment relative to DBE/WBE contracting at the project site and other appropriate places;
  - Contact HANO for a list of certified firms;
  - Contact other organizations which might be helpful in identifying DBEs/WBEs and advertise in local media.

- Make every effort to use DBEs/WBEs included in HANO’s directory of certified firms. Such efforts may include, but are not limited to:
  - Dividing total work into smaller sub-tasks (i.e. by floor);
  - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
  - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.
  
- Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.
  
- Where feasible, adjust the initial DBE/WBE Contracting Action Plan to increase the use of Section 3 business concerns in categories where the Plan has been successful, to compensate for those categories of lower success.

### C. Reporting Open Positions

All HANO contractors and subcontractors are required to report all job openings in connection with a contract resulting from any solicitation on HANO’s social media sites, by sending the job flyer to the Section 3 Coordinator, HANO’s website and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO’s requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

\* For Construction Projects – All new hires must go through the on-site hiring process with the Section 3 Coordinator

## Part III- Compliance Requirements

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### Compliance Requirements for Section 3/DBE/WBE Contracting

If a contractor or subcontractor cannot meet the Section 3, DBE, WBE contracting requirements it must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the following alternative measures to comply:

- Contractors must contribute to HANO's Section 3 Employment, Training and Contracting Fund (ETCF), which provides training and other economic opportunities for HANO residents:
  - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**

HANO will primarily use the Section 3 Employment, Training and Contracting Fund to pay for resident self-sufficiency programming through HANO's partnerships with Local Colleges, State Approved Trade Programs, paid Work Experience/Internship Programs, Youth Summer Employment Programs and various other employment and training programs for residents. The site in which the construction or project is occurring will receive a portion of funds generated from that respective site for programs and equipment related to resident training.

### Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated July 27, 2021. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

## Part IV – Training Requirements

### Training Requirements for Construction Contracts

- HANO requires all construction contracts that are greater than (\$100,000.00) one hundred thousand dollars in total construction cost and is anticipated to exceed 6 months of construction; to include a detailed and well defined plan on how they will provide a certified pre-apprenticeship or apprenticeship training programs to at least (1) one Section 3 Resident in its priority order. (1) One additional Section 3 Resident in its priority order will be provided training for every additional (\$500,000) five hundred thousand to (\$1,000,000.00) one million dollars of the total contract value. The training plan and trainings must be aligned with the scope of work in the contract and approved by HANO. A training program participant can only count for (1) one training slot per total contract amount. Those who do not offer a certified pre-apprenticeship or apprenticeship training program will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

### Training Requirements for Non-Construction Contracts

- HANO requires that all non-Construction contracts that meet or exceed (\$100,00.00) one hundred thousand dollars in total contract value include a detailed and well defined plan to provide paid internship or summer employment opportunities to Section 3 Residents in its priority order. An internship/summer employment program participant can only count for (1) one internship/summer employment slot per total contract amount. Those who do not offer a HANO approved paid internship or summer employment opportunity will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

\* A Portion of All Funds Generated at A HANO Housing Site Will Remain At That Site for Resident Training Programs and Equipment

| Total Contract Amount                           | Number of Section 3 Training / Internship Slots              | Contribution to HANO Training Fund if Training or Internship Slots Are not Available |
|---|--|--|
| At least \$100,000, but less than \$500,000     | 1  | 6% of the Total Contract Value up to \$25,000  |
| At least \$500,000, but less than \$1,000,000   | 2  | 5% of the Total Contract Value up to \$40,000  |
| At least \$1,000,000, but less than \$2,000,000 | 3  | 4% of the Total Contract Value up to \$60,000  |
| At least \$2,000,000, but less than \$4,000,000 | 4  | 3% of the Total Contract Value up to \$80,000  |
| At least \$4,000,000, but less than \$7,000,000 | 10   | 2% of the Total Contract Value up to \$105,000                                       |
| \$7,000,000 or more                             | 1 additional training slot for every additional \$500,000.00 | 1.5% of that Total Contract Value, with no dollar limit                              |

**Part V – Contracting and Compliance Forms**

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Housing Authority of New Orleans (HANO)
Section-3 Targeted Worker Individual Income Verification Form

The following information will be used to verify your individual eligibility under the Section 3 Final Rule regulations as set forth in 24 CFR Part 75.

A Section 3 resident seeking the preference in training and employment provided by this part shall certify or submit evidence to HANO and/or recipient contractor/subcontractor, if requested, that the person is a Section 3 resident.

I, \_\_\_\_\_, residing at \_\_\_\_\_
(print name) (address)

\_\_\_\_\_ have a family size of \_\_\_\_\_ and my total
(city, state, zip code)

annual income for the prior calendar year (20\_\_ ) was \$\_\_\_\_\_ as is evidenced by the attached documentation.

Proof of income and residency is a requirement for an individual to become Section-3 certified.

For proof of residency I have provided at least one of the following:

- Copy of lease
2-months of Utility Bills
Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Sec-3 Certification is living at their residence
One of the acceptable proofs of income listed below that clearly indicates the applicant is a Orleans Parish resident
Valid State ID

For proof of income I have provided at least one of the following:

- Copy of receipt of public assistance
Copy of Evidence of participation in a public assistance program
Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
Proof of Unemployed Status

I have voluntarily provided the above information in conjunction with employment on a HUD related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

Signature \_\_\_\_\_ Date \_\_\_\_\_
Contact Phone: \_\_\_\_\_

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.
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 U.S. Code.





## **Housing Authority of New Orleans (HANO) SECTION 3 REQUIREMENTS**

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 93-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

### **Definitions:**

#### **Low-Income Person:**

An individual whose income does not exceed 80% of the median income for the area, as determined by the Secretary of the U.S. Housing and Urban Development.

#### **Hours Worked Requirement:**

- 1) 25% Section 3 Worker. Is a worker whose individual income is below the low-income limit of 80% AMI, or employed by a low income business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories.
- 2) 5% Targeted Section 3 Worker. Is a worker employed by a Section 3 business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories, as documented within the past 5 years

#### **Section 3 Worker and/or Resident:**

- 3) A resident of HANO housing site where the work is being done; or
- 4) A resident of any HANO housing site; or
- 5) A participant in HUD Youthbuild program in Orleans Parish; or
- 6) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to resident of Orleans Parish; or
- 7) 5% Labor Hours Benchmark included within the 25% requirement.

### **Statement of Numerical Goals and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall, to the greatest extent feasible, provide training and employment opportunities to Section 3 residents to meet or exceed a numerical goal of 25% of all Section 3 Workers and 5% of Targeted Section 3 Workers for Hours Worked Requirement new hires in the following order of priority:

- |             |  |
|-------------|--|
| Priority 1: | A resident of HANO housing site where the work is being done |
| Priority 2: | A resident of any HANO housing site                          |
| Priority 3: | A participant in HUD Youthbuild program in Orleans Parish    |
| Priority 4: | A Section 8 assisted resident of Orleans Parish              |
| Priority 5: | 5% Labor Hours Benchmark included within the 25% requirement |



# ORLEANS PARISH, LOUISIANA

## SECTION 3 ANNUAL INDIVIDUAL INCOME LIMITS 2021

Limits DO NOT apply to residents of HANO development sites

Orleans Parish Median Income: \$70, 100

| FY 2021 Income Limit Category  | 1        | 2        | 3        | 4               | 5        | 6        | 7        | 8        |
|--------------------------------|----------|----------|----------|-----------------|----------|----------|----------|----------|
|                                | Person   | Person   | Person   | Person          | Person   | Person   | Person   | Person   |
| <u>Low (80%) Income Limits</u> | \$39,300 | \$44,900 | \$50,500 | <b>\$56,100</b> | \$60,600 | \$65,100 | \$69,600 | \$74,100 |

**Definition of Section 3 Resident:**

- 1) A resident of HANO housing site where the work is being done; or
- 2) A resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to low or very low-income resident of Orleans Parish; or.
- 5) 5% Labor Hours Benchmark included within the 25% requirement.

\*Source – HUD FY 2020 Income Limits Documentations System, [FY 2021 Income Limits Documentation System -- Summary for Orleans Parish, Louisiana \(huduser.gov\)](https://www.huduser.gov/portal/datasets/il/)







**HOUSING AUTHORITY OF NEW ORLEANS**

**CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE**

**(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)**

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements.

Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

Lined area for writing the contracting action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_





**HOUSING AUTHORITY OF NEW ORLEANS  
CONTRACTING SCHEDULE**

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Section 3, DBE, and WBE firms not certified by HANO shall not be included on this schedule and shall not be counted towards the participation requirements. Duplicate form if additional space is needed.

| ITEM #  | DESCRIPTION OF WORK TO BE PERFORMED | NAME AND ADDRESS OF COMPANY TO BE USED TO PERFORM THE WORK | TYPE OF WORK TO BE PERFORMED |           |      | TOTAL ESTIMATED AMOUNT OF WORK TO BE PERFORMED |     |     |
|---------|-------------------------------------|--|------------------------------|-----------|------|--|-----|-----|
|         |                                     |  | LABOR                        | MATERIALS | BOTH | SECTION 3                                      | DBE | WBE |
| EXAMPLE | PAINTING                            | John Doe Resident Owned Painter, Inc. New Orleans, LA      |                              |           | X    | \$50,000                                       |     |     |
| 1.      |                                     |  |                              |           |      |  |     |     |
| 2.      |                                     |  |                              |           |      |  |     |     |
| 3.      |                                     |  |                              |           |      |  |     |     |
| 4.      |                                     |  |                              |           |      |  |     |     |
| 5.      |                                     |  |                              |           |      |  |     |     |
| 6.      |                                     |  |                              |           |      |  |     |     |
| 7.      |                                     |  |                              |           |      |  |     |     |

**Summary:**

- 1) Total Amount to be Awarded to Section 3 Business Concern: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to DBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to WBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_







HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: \_\_\_\_\_ IFB# \_\_\_\_\_  
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above. Copies of agreements including, but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the IFB, RFP, RFQ, or Purchase Order Number shall be forwarded to HANO at:

Housing Authority of New Orleans  
4100 Touro Street  
New Orleans, Louisiana 70122  
Attn: Section 3/DBE/WBE Coordinator

Name of Subcontractor \_\_\_\_\_

Description of Work to Be Performed by Subcontractor \_\_\_\_\_

Contract Value (inclusive of change orders) \$ \_\_\_\_\_

Term of Contract (include start and end dates) \_\_\_\_\_

Subcontractor Status (Section 3, DBE, WBE) \_\_\_\_\_

By: \_\_\_\_\_  
Prime Contract Signature

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If a corporate seal is not affixed, this document must be notarized. Provide Letter of Intent on Company Letterhead.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Seal)

My Commission expires: \_\_\_\_\_

Date Executed: \_\_\_\_\_



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. \_\_\_\_\_

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that it:

- o Has prepared and submitted its bid/proposal to HANO with a full understanding of HANO's requirements with respect to employment, training, and contracting with Section 3 residents, Section 3 business concerns, Disadvantaged Business Enterprises (DBEs), and Women Business Enterprises (WBEs); and
- o Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and
- o The representations contained in the Section 3 Employment and Training Action Plan submitted with the bid/proposal are true and correct as of this date; and
- o Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and
- o Will not alter the level of employment, training, and contracting with Section 3 residents, Section 3 business concerns, DBEs, and WBEs identified in the Section 3 Employment and Training Schedule and in the Contracting Schedule without prior written notice to HANO; and
- o Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and
- o Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
- o Will provide HANO with documentation in the format and timeframe requested by HANO, such as subcontractor certifications, employee income verifications, etc. to confirm eligibility of those employees, trainees, subcontractors claiming Section 3, DBE, and/or WBE status.

\_\_\_\_\_  
Bidder's/Offeror's Name

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

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If a corporate seal is not affixed, this document must be notarized.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Seal)

My Commission expires: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**Monthly Reporting Forms for HANO's Employment, Training, and Contracting Policy**

*Instructions:* Complete the attached forms and return them to HANO by close of business on the 1<sup>st</sup> business day of each month. All contractors and subcontractors with contracts valued at \$100,000.00 (One-hundred Thousand dollars) or more are subject to the requirements of HANO's Employment, Training, and Contracting policy, and must complete and return these forms to remain in compliance with their contract provisions. Each form captures a different vital piece of information to measure the contractor's progress towards attaining their ETC goals, and must be completed to the satisfaction of the Compliance Specialist before being accepted.

**Form A (Section 3 Hires and Trainees):** This report must include all new hires and trainees on boarded during the reporting period. Failure to include all new hires will result in the report being rejected by the Compliance Officer. This report must also include each Section 3 individual hired in the reporting period and list them by preference category:

- Priority 1: A low or very low-income resident of HANO housing site where the work is being done
- Priority 2: A low or very low-income resident of any HANO housing developments
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: HANO Housing Choice Voucher Participant
- Priority 5: a) A Very low-income resident of Orleans Parish  
b) A Low-income resident of Orleans Parish

**Form B (Labor Utilization and Man-hours):** List all Employees including Section 3 residents who have performed work in connection with this project to date. For each Section 3 employee, please attach a Section 3 Resident Certification form and Section 3 Income Verification Worksheet with supporting documentation. Section 3 employees without this information will NOT be counted towards your Section 3 requirements.

**Form C (Employer Paid Training):** Report all training paid for by the employer in the reporting period. This should include the attendee's name, training description, total cost, and all other relevant information.

**Form D (Contracting Compliance):** List ALL Section 3/DBE/WBE Contractors/Subcontractors and Suppliers utilized on this contract to date. Copies of all contracts/supplier agreements executed during this reporting period must be submitted with this report.

**Additional Space:** In the event that you should require additional space, please duplicate the appropriate form and indicate the total number of copies (Page x of x) on the form(s).

**Contact Information:** Please provide a point of contact for your company/organization in the event there should be questions or corrections required to your reporting:

|               |                      |                 |                      |                   |                      |
|---------------|----------------------|-----------------|----------------------|-------------------|----------------------|
| Project Name: | <input type="text"/> | Project Number: | <input type="text"/> | Reporting Period: | <input type="text"/> |
| Name:         | <input type="text"/> | Title:          | <input type="text"/> | Company:          | <input type="text"/> |
| Phone:        | <input type="text"/> | Email:          | <input type="text"/> | Signature:        | <input type="text"/> |



**Form A: Section 3 Hires and Trainees Compliance Report**

| Craft/Trade  | Total Number of New Hires | Tier 1 Residents Hired | Tier 2 Residents Hired | Tier 3 Residents Hired | Tier 4 Residents Hired | Tier 5 (a) Residents Hired | Tier 5 (b) Residents Hired | Total Number of Section 3 Residents Hired | Percentage of Section 3 New Hires | Total Number of Section 3 Residents in Apprenticeship Programs |
|--------------|---------------------------|------------------------|------------------------|------------------------|------------------------|----------------------------|----------------------------|---|-----------------------------------|--|
| Laborer      | 6                         | 2                      | 1                      | 0                      | 0                      | 3                          | 0                          | 6   | 100%                              | 2  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
|              |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |
| <b>Total</b> |                           |                        |                        |                        |                        |                            |                            |   |                                   |  |

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**\*\*Attach Section 3 Resident Certification Forms for each new hire reported.**







## Section 3 Employment and Training Assessment

This Assessment is designed to capture potential Section 3 Certified candidates' employment interest, work experience and training information. Information will be forwarded to employers based upon the skills required for the open positions. Applicants will be considered for positions without regard to race, color, religion, sex national origin, age or marital status.

### Personal Information

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Alt. Telephone \_\_\_\_\_

Current Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Do you reside at a HANO affordable housing site? ( ) YES ( ) NO

If Yes, Which Site: \_\_\_\_\_ Name of Individual \_\_\_\_\_ Are you a HANO

Housing Choice Voucher Participant ( ) YES ( ) NO

If Yes, Name of Individual \_\_\_\_\_

Do you reside at a federally supported housing unit? ( ) YES ( ) NO

Are you a HUD Youth Build Participant? ( ) YES ( ) NO

### Education

Highest Level of Education (Grade Completed) \_\_\_\_\_

High School Diploma \_\_\_\_\_ GED \_\_\_\_\_ Some College \_\_\_\_\_

College \_\_\_\_\_ List Degree \_\_\_\_\_ Year Completed \_\_\_\_\_

Name of last School Attend \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Last Year Attended \_\_\_\_\_

### Employment

1. Have you ever worked before? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you currently working? Yes \_\_\_\_\_ No \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

3. Current Job Title \_\_\_\_\_ Hourly Rate \_\_\_\_\_

4. Have you ever completed an occupational skills training? If so, what, when and where.

\_\_\_\_\_

5. Do you have an occupational skills credential/license? If so, what and expiration date.

\_\_\_\_\_

6. Have you ever participated or completed work readiness training? If so, when.

\_\_\_\_\_

7. Are there any problems or issues that may prevent you from working consistently? If so, explain.

\_\_\_\_\_

8. What type of environment would you like to work in? \_\_\_ Indoors \_\_\_ Outdoors

9. What types of machinery/office equipment do you know how to operate?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Employment History

| Name of Employer<br>Address/ City/State | Dates of Employment<br>Start/End | Job Title | Beginning<br>Hourly Rate<br>Ending Hourly<br>Rate | Reason For Leaving |
|---|----------------------------------|-----------|---|--------------------|
|   |                                  |           |   |                    |
|   |                                  |           |   |                    |
|   |                                  |           |   |                    |
|   |                                  |           |   |                    |
|   |                                  |           |   |                    |

### Transportation

1. Do you have a valid driver's license? Yes \_\_\_\_\_ No \_\_\_\_\_ State \_\_\_\_\_

2. Do you own a car or have access to reliable transportation to get to and from work?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, make /model/year of car.

\_\_\_\_\_

If no vehicle or license, what is your primary means of transportation? \_\_\_\_\_

---

**References: DO NOT INCLUDE RELATIVES.**

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SKILLS ASSESSMENT**

I. Place an (X) on the area(s) in which you have skills and list the number of years of experience.

| Trade                            | # Of Years Experience | Trade                      | # Of Years Experience |
|----------------------------------|-----------------------|----------------------------|-----------------------|
| <b><i>Carpentry</i></b>          |                       | <b><i>Drywall</i></b>      |                       |
| Form Carpentry                   |                       | Painting                   |                       |
| Cement Forms Finisher            |                       | Drywall Hanger             |                       |
| Rough Frame Carpentry            |                       | Drywall Finisher           |                       |
| Finish Carpentry                 |                       |                            |                       |
| Finish Interior Carpenter        |                       | <b><i>Flooring</i></b>     |                       |
| Finish Exterior                  |                       | Carpet Installation        |                       |
| Door Installation                |                       | Tile Setting               |                       |
| Window Installation              |                       | Wood Flooring Installation |                       |
|                                  |                       |                            |                       |
| <b><i>Machine Operation</i></b>  |                       | <b><i>Misc. Items</i></b>  |                       |
| Forklift                         |                       | Appliance Installation     |                       |
| Boom/lift                        |                       | Fencing                    |                       |
| Bob Cat                          |                       | Landscaping                |                       |
| Back Hoe                         |                       | Plumbing                   |                       |
| Excavator                        |                       | Plumbing Fixture Install   |                       |
| Sweeper                          |                       | Janitorial                 |                       |
|                                  |                       | HVAC                       |                       |
| <b><i>Electrical</i></b>         |                       | Security                   |                       |
| Electrical (wiring)              |                       | General Labor              |                       |
| Electrical (Connection)          |                       | Other 1                    |                       |
| Electrical (Fixture Install)     |                       | Other 2                    |                       |
|                                  |                       | Other 3                    |                       |
| <b><i>Concrete / Masonry</i></b> |                       | Other 4                    |                       |
| Cement                           |                       |                            |                       |
| Steel Setter                     |                       |                            |                       |
| Business                         | # Of Years Experience | List any Other Field       | # Of Years Experience |
| Administrative Assistant         |                       |                            |                       |
| Accountant                       |                       |                            |                       |
| Architect                        |                       |                            |                       |
| Engineer                         |                       |                            |                       |
| Social Service                   |                       |                            |                       |
| File Clerk                       |                       |                            |                       |
| Legal Aid Assistant              |                       |                            |                       |
| Receptionist                     |                       |                            |                       |
| Mail Clerks                      |                       |                            |                       |
| Clerical Assistant               |                       |                            |                       |
| Customer Service Rep             |                       |                            |                       |
| Project Assistant                |                       |                            |                       |

I. Please place an (X) by the area(s) in which you are interested in training.

|                          |                       |                          |                            |                          |                        |
|--------------------------|-----------------------|--------------------------|----------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | Carpentry             | <input type="checkbox"/> | Electrical                 | <input type="checkbox"/> | Painting               |
| <input type="checkbox"/> | Carpet Installation   | <input type="checkbox"/> | Cement / Masonry           | <input type="checkbox"/> | Fencing                |
| <input type="checkbox"/> | Drywall               | <input type="checkbox"/> | Landscaping                | <input type="checkbox"/> | Plumbing               |
| <input type="checkbox"/> | Tile Setting          | <input type="checkbox"/> | Wood Flooring installation | <input type="checkbox"/> | Iron Work              |
| <input type="checkbox"/> | Machine Operation     | <input type="checkbox"/> | HVAC                       | <input type="checkbox"/> | Appliance Installation |
| <input type="checkbox"/> | Bricklaying           | <input type="checkbox"/> | Janitorial                 | <input type="checkbox"/> | General labor          |
| <input type="checkbox"/> | Security              | <input type="checkbox"/> | Window Installation        | <input type="checkbox"/> | Door Installation      |
| <input type="checkbox"/> | Fixtures Installation | <input type="checkbox"/> | Other                      | <input type="checkbox"/> |                        |

|                          |                    |                          |             |                          |  |
|--------------------------|--------------------|--------------------------|-------------|--------------------------|--|
| <input type="checkbox"/> | HAZMAT             | <input type="checkbox"/> | LIST OTHERS | <input type="checkbox"/> |  |
| <input type="checkbox"/> | HAZWOPER           | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> | Truck Driving      | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> | OSHA               | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> | Pipe laying        | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> | Green Construction | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> |                    | <input type="checkbox"/> |             | <input type="checkbox"/> |  |
| <input type="checkbox"/> |                    | <input type="checkbox"/> |             | <input type="checkbox"/> |  |

II. Comments

|  |
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|  |

**Attachment Q**  
**Statement of Bidder's**  
**Qualifications**



**HOUSING AUTHORITY OF NEW ORLEANS  
PROCUREMENT AND CONTRACTS DEPARTMENT**

**INVITATION FOR BIDS #24-912-08**

**STATEMENT OF BIDDER'S**

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

|  |                           |                                |  |
|--|---------------------------|--------------------------------|--|
| <b>BUSINESS NAME:</b>                    |                           |                                |  |
| <b>AVG. ANNUAL SALES (LAST 3 YEARS):</b> | <b>CURRENT NET WORTH:</b> | <b>DATE BUSINESS STARTED:</b>  |  |
| <b>PARENT COMPANY (IF AFFILIATE):</b>    |                           | <b>PREVIOUS BUSINESS NAME:</b> |  |

**OFFICERS, OWNERS, OR PARTNERS**

| NAME | OFFICIAL CAPACITY |
|------|-------------------|
|      |                   |
|      |                   |
|      |                   |

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME**

| NAME | OFFICIAL CAPACITY |
|------|-------------------|
|      |                   |
|      |                   |
|      |                   |

**BANK REFERENCE**

|                        |                       |
|------------------------|-----------------------|
| <b>BANK NAME:</b>      | <b>ADDRESS:</b>       |
| <b>CONTACT PERSON:</b> | <b>TELEPHONE NO.:</b> |

**STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.)**

**QUALITY ASSURANCE**

|   | YES | NO |
|---|-----|----|
| A. Has the Bidder has successfully completed three similar projects within the past five years?   |     |    |
| B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?  |     |    |
| C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?  |     |    |
| D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting? |     |    |
| E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?                             |     |    |

**BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages if additional space is needed.**

|                      |                 |                |
|----------------------|-----------------|----------------|
| AGENCY/COMPANY NAME: | ACTIVITY:       | DOLLAR AMOUNT: |
| DATE COMPLETED:      | CONTACT PERSON: | TELEPHONE NO.: |
| AGENCY/COMPANY NAME: | ACTIVITY:       | DOLLAR AMOUNT: |
| DATE COMPLETED:      | CONTACT PERSON: | TELEPHONE NO.: |
| AGENCY/COMPANY NAME: | ACTIVITY:       | DOLLAR AMOUNT: |
| DATE COMPLETED:      | CONTACT PERSON: | TELEPHONE NO.: |

**The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.**

|                         |                            |              |
|-------------------------|----------------------------|--------------|
| SIGNATURE OF PRINCIPAL: | PRINTED NAME OF PRINCIPAL: | DATE SIGNED: |
|-------------------------|----------------------------|--------------|



# Attachment R

# Corporate Resolution

(Bidder may use this form or their own corporate resolution)



CORPORATE RESOLUTION

I, \_\_\_\_\_, the undersigned Secretary of \_\_\_\_\_ (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of \_\_\_\_\_ and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that \_\_\_\_\_ (name), \_\_\_\_\_ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with the City of Austin: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Secretary-Treasurer

(Corporate Seal)