



INVITATION FOR BIDS

FOR

STRUCTURAL REPAIRS AT GUSTE HIGH RISE

IFB No. 24-912-17

SUBMISSION DATE: TUESDAY, APRIL 30, 2024

2:00 P.M. CST

PREPARED BY:

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

ISSUED: Wednesday, March 27, 2024

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***IFB INFORMATION AT A GLANCE**

[Table No. 2]

AGENCY CONTACT PERSON	Thelma Bowers, Contract Administrator Telephone: (504) 670-3448 E-mail: tbowers@hano.org
HOW TO OBTAIN THE IFB DOCUMENTS AND ADDENDA ON HANO'S WEBSITE	<ol style="list-style-type: none"> 1. Access www.hano.org. 2. Click on the "Business" tab on the blue taskbar. 3. Click on "Active Solicitations" and go to the specific solicitation. 4. If you have any problems accessing the IFB documents, please contact Procurement at procurement@hano.org.
PRE-BID CONFERENCE/SITE VISIT	Tuesday, April 9, 2024, at 10:30am (via Zoom; Meeting ID:858 9791 8858 Pass-code: 582126 A site visit can be arranged by contacting the Construction Manager, Peter Do 504-670-3266, email: pdo@hano.org .
QUESTION SUBMITTAL DEADLINE	Thursday, April 11, 2024, at Noon
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB. 2. As instructed within Section 3.0 of the IFB document, deliver three (3) complete sets (one (1) original clearly marked or stamped "original" and two (2) copies) of the required submittals in a sealed envelope clearly marked with the words "BID Documents" to HANO's Procurement and Contracts Department (address below).
BID SUBMITAL RETURN & DEADLINE	Tuesday, April, 30, 2024, at 2:00pm Housing Authority of New Orleans Procurement and Contracts Department 4100 Touro Street, New Orleans, LA 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

The Housing Authority of New Orleans (HANO) is seeking licensed General Contractors to perform structural repairs at Guste High Rise. The work will include selective demolition to remove coverings, damaged concrete, to repair existing metal siding at exterior chase at “RED” wing of building, install new metal siding as detailed, install new stainless-steel cap to chase, make repairs to the concrete columns and stucco wall where indicated, and paint to match existing where indicated or at repairs.

THE BASE BID

2.1 GENERAL REQUIREMENTS: The Contractor shall complete structural repairs at the Guste High Rise as indicated in the **Summary of Work & Technical Specifications attached in Appendix A & B.**

3.0 BID REQUIRMENTS.

3.1 BID SUBMITTALS

[Table No. 3]

(1) IFB Section	(3) Description
3.1.1	Form of Bid. This Form must be fully completed, executed where provided thereon and submitted as a part of the bid submittal. (REQUIRED)

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3.1.2	Form HUD 5369-A (8/93), <i>Certifications and Representations of Bidders, Construction Contract</i>. 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 (REQUIRED)
3.1.2.1	Form HUD SF-LLL Disclosure of Lobbying Activities. This Form is attached hereto as Attachment B-1 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. (REQUIRED)
3.1.2.2	Form HUD-50071 Certification of Payments to Influence Federal Transactions 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. (REQUIRED)
3.1.2.3	Form HUD-50070 Certification for a Drug-Free Workplace 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. (REQUIRED)
3.1.3	Profile of Firm Form. 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. (REQUIRED)
3.1.4	Equal Employment Opportunity/Supplier Diversity Policy & Statement. The bidder must submit a copy of its Equal Opportunity Employment Policy and 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). <u>This statement MUST be submitted on the Company's letterhead.</u> (REQUIRED)
3.1.5	Acknowledgement of Addenda. 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. (REQUIRED)
3.1.6	Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment Q.
3.1.7	Certification of Contractor Non-Exclusion Attachment E
3.1.8	Subcontractor/Joint Venture Information. The bidder shall identify whether or not he/she intends to use any subcontractors 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

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	for any major subcontractors (10% or more) or from any joint venture. (If you do NOT plan to sub-contractor, include your statement on letter head and include in bid submittal)
3.1.10	Vendor Registration Form Attachment M
3.1.11	Bid Bond. 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. (REQUIRED) Attachment G
3.1.12	Statement of Bidder's Qualifications. This form must be submitted as a contributor to determining whether the bidder is responsible. (REQUIRED) Attachment P
3.1.13	Corporate Resolution. This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. (REQUIRED) Attachment L
3.1.14	Section 3 Preference Form Attachment (N) completed form required.

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 Q). 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) IFB Section	(2) Designation:	(3) Unit Price	(4) Quantity	(8) Total Cost:
Appendix A & B	Lump Sum Cost for Structural Repairs at Guste High Rise			
Total Base Bid				\$

3.3 Additional Information pertaining to the preceding listed Pricing Items.

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- 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 should 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 the 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 cause 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 procurement@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:

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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 encourages 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 Tuesday, April 9, 2024 at 10:30am via Zoom (See Table No. 2 for Zoom information). A site visit can be arranged by contacting the Construction Manager, Peter Do at 504-670-3266, email: pdo@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: **[Table No. 5]**

(1) IFB Section	(2) Document No.	(3) Attachment	(4) 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	Profile of Firm Form
3.8.5	5.0	C	Supplemental Conditions

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3.8.6	6.0	D	Acknowledgement of Addenda
3.8.7	7.0	E	Certification of non-exclusion
3.8.8	8.0	F	E-Verification Affidavit (Only required to be submitted post-bid by the awarded bidder)
3.8.9	9.0	G	Sample Bid Bond
3.8.10	10.0	H	Performance and Payment Bond Sample Form (Only required post-bid by the awarded bidder)
3.8.11	11.0	I	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i>
3.8.12	12.0	I-1	Form SF-LLL <i>Disclosure of Lobbying Activities</i> HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i>
3.8.13	13.0	I-2	Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i>
3.8.14	14.0	I-3	Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i> Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i>
3.8.15	15.0	J	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i> Certification of Contractor Non-Exclusion
3.8.16	16.0	K	Non-Collusive
3.8.17	17.0	L	Corporate Resolution
3.8.18	18.0	M	Vendor Registration Form
3.8.19	19.0	N	Section 3 Business Preference Document
3.8.20	20.0	O	Davis Bacon Wage Rates
3.8.21	21.0	P	Statement of Bidder's Qualifications
3.8.23	23.0	Q	Entry of Proposed Fees

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 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

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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 because 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 **180 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 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

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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. 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



SECTION 010100

SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Divisions 1 Specifications Section, apply to the work of this Section.

1.2 SCOPE OF WORK

THE BASE BID

- A. Selective demolition to remove coverings and damaged concrete to properly repair.
- B. Selective demolition to remove existing metal siding at exterior chase at "Red" wing of building,
- C. Install new metal siding as detailed in the documents.
- D. Install new stainless steel metal cap to chase as detailed.
- E. Make repairs to the concrete columns and stucco wall where indicated.
- F. Paint to match existing, where indicated or at repairs.

1.3 GENERAL

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer/architect.
- B. The Contractor shall perform the work and make ready for use of the building. If any damages to existing equipment or the building are made during construction, contractor will rectify at his own cost.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.
- D. Protect all existing building components and contents from damage. It is intended that any existing building components and contents in place shall be repaired to original condition if damaged by work of this Contract.
- E. Contractor shall verify all field and project conditions prior to preparing his bid. Any conditions not described in these drawings

and specifications shall be brought to the attention of the A/E ten (10) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.

- F. The work "provide" as used in these specifications and on the drawings will be termed to mean "furnish and install'.
- G. Visit and examine the project site with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections as applicable.
- H. All work shall be performed in a neat and workmanlike manner and in accordance with all codes, standards, and requirements of the industry.
- I. Check all specifications and all drawings and bring to the attention of the A/E any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and / or labor for construction of work specified herein and shown on drawings.
- K. The Contractor shall pay for all taxes, license, and permits required for execution of the work. Note: This is a sales tax-exempt project. Refer to the Front-End documents in Bid Package.
- L. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, provide request of clarifications in writing to HANO's Procurement Department. Refer to Front-End Documents in Bid Package.
- M. The drawings and the specifications are complementary and what is shown and/or called for shall be furnished and installed the same as if shown and/or called for in the other.
- N. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, submit requests for clarifications in writing to HANO's Procurement Department. Refer to the Front-End Documents in the Bid Package. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.4 WORK SEQUENCE

- A. Contractor is responsible for work sequence. Contractor to schedule the work with the Guste Management personnel in order to have the least amount of interaction with the tenants of the units scheduled for work.

1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract documents, and the Owner.
- B. Do not unreasonably encounter the site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move stored products which interfere with operation of Owner.
- C. Do not load structures with weight that will endanger the structure.
- D. Use of site – Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Architect, HANO and Property Manager of Guste High Rise.
- E. In no case shall the work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the contract and regulatory of the contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations to ensure the least inconvenience to the general public.

1.6 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other contractors, Owner's use, and public use as applicable.
- B. Assume full responsibility for the protection and safekeeping of products under this contract stored on site.
- C. Move any stored products under Contractor's control which interfere with operations of the Owner or separate contractor.
- D. Obtain and pay for the use of additional storage or work areas needed for operation.
- E. It is assumed there will be no need for street closures on this project. Should the need arise, the Contractor shall submit for and obtain the permits required for any street closures.

END OF SECTION

Appendix B Technical Specifications



PROJECT MANUAL
FOR
HURRICANE REPAIRS
AT
GUSTE HIGH-RISE
1301 Simon Bolivar Ave
New Orleans, Louisiana 70113

HANO
Housing Authority of New Orleans
4100 Touro Street
New Orleans, Louisiana 70122

Evette Hester - Executive Director

IFB # XX-XXX-XX-XX
ECM Project No. 22462.11



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February 27, 2024

SET NO. _____

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Elastomeric Coating – MasterProtect EL 750 – *Product Data*

DIVISION

1

GENERAL
REQUIREMENTS

SECTION 010100

SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Divisions 1 Specifications Section, apply to the work of this Section.

1.2 SCOPE OF WORK

THE BASE BID

- A. Selective demolition to remove coverings and damaged concrete to properly repair.
- B. Selective demolition to remove existing metal siding at exterior chase at "Red" wing of building,
- C. Install new metal siding as detailed in the documents.
- D. Install new stainless steel metal cap to chase as detailed.
- E. Make repairs to the concrete columns and stucco wall where indicated.
- F. Paint to match existing, where indicated or at repairs.

1.3 GENERAL

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer/architect.
- B. The Contractor shall perform the work and make ready for use of the building. If any damages to existing equipment or the building are made during construction, contractor will rectify at his own cost.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.
- D. Protect all existing building components and contents from damage. It is intended that any existing building components and contents in place shall be repaired to original condition if damaged by work of this Contract.
- E. Contractor shall verify all field and project conditions prior to preparing his bid. Any conditions not described in these drawings

and specifications shall be brought to the attention of the A/E ten (10) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.

- F. The work "provide" as used in these specifications and on the drawings will be termed to mean "furnish and install'.
- G. Visit and examine the project site with all authorities concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed. Pay all costs and fees for utility connections as applicable.
- H. All work shall be performed in a neat and workmanlike manner and in accordance with all codes, standards, and requirements of the industry.
- I. Check all specifications and all drawings and bring to the attention of the A/E any conflicts or variations as shown or noted.
- J. Specifications and accompanying drawings apply to all material and / or labor for construction of work specified herein and shown on drawings.
- K. The Contractor shall pay for all taxes, license, and permits required for execution of the work. Note: This is a sales tax-exempt project. Refer to the Front-End documents in Bid Package.
- L. For any points which are not clear, or from items and/or details which the Contractor feels are in need of clarification, provide request of clarifications in writing to HANO's Procurement Department. Refer to Front-End Documents in Bid Package.
- M. The drawings and the specifications are complementary and what is shown and/or called for shall be furnished and installed the same as if shown and/or called for in the other.
- N. In case of discrepancies and/or ambiguities in the drawings and/or in the specifications, submit requests for clarifications in writing to HANO's Procurement Department. Refer to the Front-End Documents in the Bid Package. Failure to do so on the part of the successful bidder shall be construed as explicit agreement on his part to abide by the A/E's decision in such matters.

1.4 WORK SEQUENCE

- A. Contractor is responsible for work sequence. Contractor to schedule the work with the Guste Management personnel in order to have the least amount of interaction with the tenants of the units scheduled for work.

1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract documents, and the Owner.
- B. Do not unreasonably encumber the site with materials or equipment. Assume full responsibility for protection and safekeeping of products stored on premises. Move stored products which interfere with operation of Owner.
- C. Do not load structures with weight that will endanger the structure.
- D. Use of site – Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Architect, HANO and Property Manager of Lafitte Senior.
- E. In no case shall the work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the contract and regulatory of the contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations to ensure the least inconvenience to the general public.

1.6 CONSTRUCTION AREAS

- A. Contractor shall limit his use of the construction areas for work and for storage to allow for work by other contractors, Owner's use, and public use as applicable.
- B. Assume full responsibility for the protection and safekeeping of products under this contract stored on site.
- C. Move any stored products under Contractor's control which interfere with operations of the Owner or separate contractor.
- D. Obtain and pay for the use of additional storage or work areas needed for operation.
- E. It is assumed there will be no need for street closures on this project. Should the need arise, the Contractor shall submit for and obtain the permits required for any street closures.

END OF SECTION

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

The work done under this section includes the furnishing of all labor, materials, equipment, and services necessary to complete the cutting, fitting, and patching required in the execution of this Project.

1.3 DESCRIPTION

Contractor shall be responsible for all cutting, fitting, and patching, required to complete the work and/or to:

- A. Make its several parts fit together properly.
- B. Uncover portions of the work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract documents.
- E. Provide repairs to match the finishes of the adjacent construction. Any area receiving corrective work relating in painting, the entire wall surface where the patch is made shall be painted.

1.4 SUBMITTALS

- A. For cutting not indicated to be performed in the documents, submit a written request to A/E three (3) working days in advance of executing any cutting or alteration which affects:
 - 1. The structural value or integrity of any element of the Project.
 - 2. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 3. The efficiency, operational life, maintenance, or safety of operational elements.
 - 4. The visual quality of sight-exposed elements.

- B. The request shall include:
1. Identification of the Project.
 2. Description of the affected work.
 3. The necessity for cutting, alteration, or excavation.
 4. The effect on the structural or weatherproof integrity of the Project.
 5. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution.
- D. Submit a written notice to A/E designating the date and the time the work will be uncovered.

PART 2 - PRODUCTS

2.1 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect the conditions affecting the installation of products or performance of the work.
- C. Report unsatisfactory or questionable conditions to the A/E in writing; do not proceed with the work until the A/E has provided further instructions.

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work.
- D. The Contractor shall be responsible for and shall properly protect all conduit, wires, equipment, drains, pipes, and other property of the Owner's or public service corporations which are not noted to be demolished or removed.

3.3 PERFORMANCE

- A. Execute cutting and patching by methods which will prevent damage to existing building components and contents and will provide proper surfaces to receive installation of repairs.
- B. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- C. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract documents.
- D. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. For continuous surfaces, refinish to nearest expansion joint.
 - 2. For an assembly, refinish the entire unit.

END OF SECTION

SECTION 013050

SUBMITTALS

PART 1 – GENERAL

1.1 GENERAL:

- A. This specification Section is intended to augment the provisions of Division 0 documents. The specific requirements of those documents shall supersede in the event of direct conflict with any provision of this specification Section as stated herein.

1.2 DESCRIPTION OF WORK:

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Submittal Schedule
 - 2. Shop Drawings
 - 3. Product Data
 - 4. Samples
- B. Administrative Submittals:
 - 1. Refer to Division-1 and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - a. Permits
 - b. Applications for payment
 - c. Performance and payment bonds
 - d. Insurance Certificates

1.3 SUBMITTAL PROCEDURES:

- A. Submittal Preparation:
 - 1. Place a permanent label, title block, or submittal data sheet (sample at end of this Section) attached to each individual submittal for identification.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Name and address of Architect
 - d. Name and address of General Contractor
 - e. Name and address of Owner
 - f. Name, phone number and address of subcontractor

- g. Name, phone number and address of supplier
- h. Name and phone number of manufacturer and his representative
- i. Number and title of appropriate Specification Section and Article/ Paragraph, as appropriate
- j. Drawing number and detail references, as appropriate
- k. General Contractor's review stamp
- l. Area for Architect's review comments.

1.4 SUBMITTAL SCHEDULE:

- A. The General Contractor shall prepare and submit to the Architect prior to the Date of Commencement a schedule of Shop Drawings and Submittals as required in the Contract Documents. Schedule shall fix dates for submission, and the lead time for each submittal as related to requirements for return receipt for submittal to expedite delivery of material to maintain Progress Schedule. It is to be understood that this Schedule will be subject to change from time to time in accordance with the progress of the work.
- B. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the General Contractor's construction schedule.
- C. Submittal log shall be updated by the General Contractor monthly until all submittals are approved by the Architect and related Consultants.

1.5 STAFF NAMES:

- A. Within ten (10) days after the Notice to Proceed, submit a list of the General Contractor's principal staff assignments, including the Project Manager, Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers (including emergency telephone numbers).

1.6 LIST OF SUBCONTRACTORS:

- A. The list of subcontractors required shall be submitted to the Architect no later than ten (10) days from the Date of Commencement. This list shall include the names of manufacturers, material suppliers, and installers proposed for each of the products, equipment, and materials to be incorporated into this project.
- B. The General Contractor shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

1.7 SHOP DRAWINGS:

A. General:

1. Each submittal shall be complete with a "Submittal Data" sheet completely filled out with all requested information including the General Contractor's stamp. A sample "Submittal Data" sheet is included at the end of this section.
2. All submittals shall be dated and shall contain the project name; description or names of equipment; materials or equipment which are to be installed, reference to the Section of Specifications where it is specified and Drawing number where shown.

B. Shop Drawings:

1. Submit legible, reproducible prints of each drawing. Each drawing shall have a clear space for stamps. When phrase "by others" appears on Shop Drawings, General Contractor shall indicate on drawing who is to furnish material or operations so marked before submittal. When Shop Drawings are checked "resubmit", or words of like meaning, General Contractor shall correct and submit new reproducible prints for approval to the Architect. After completion of checking of each submission of Shop Drawings, the Architect will return prints to General Contractor. For use of all trades, the General Contractor shall provide such numbers of prints as are required for field distribution.
2. General Contractor shall review and approve submittals prior to submission to Architect. Failure to do so may result in return of submittal to General Contractor without Architect's review.
3. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, General Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
4. The responsibility for coordinating the Shop Drawings including technical data, capability (warranted and implied), sizing, color, texture, etc. shall be the sole responsibility of the General Contractor. The coordination between subcontractor and/ or material supplier shall be the responsibility of the General Contractor. The Project Coordinator shall be responsible to supervise this activity.
5. The Architect will review each of the General Contractor's submittals one initial time and, should resubmittal be required, one additional time to verify that the reasons for resubmittal have been addressed by the General Contractor and corrections made. Should additional resubmittals be required, the General Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary to review such additional resubmittals.

C. Sheet Size:

1. Submit Shop Drawings on sheets 30" x 42" or 24" x 36".
2. HANO copy of approved shop drawings shall be on 11"x17" and in PDF on flash 23 drives(s). Flash drive(s) shall be labeled: GUSTE III UPGRADES - SHOP DRAWINGS.

1.8 SAMPLES:

- A. Unless otherwise specifically directed by the Architect, all Samples shall be of the precise article proposed to be furnished.
- B. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
- C. Refer to Specifications for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
- D. Submit all Samples in the quantity which is required to be returned plus one which will be retained by the Architect.

1.9 DELIVERABLES OF SUBMITTALS:

- A. Submit to HANO shall receive one (1) hard copy and one (1) electronic copy in PDF on flash drive(s) of all "Approved" submittals. Flash drive(s) shall be labeled: GUSTE III UPGRADES - SHOP DRAWINGS..

PART 2 – PRODUCTS

Not applicable

PART 3 – EXECUTION

Not applicable

SEE SAMPLE SUBMITTAL DATA SHEET NEXT
PAGE

END OF SECTION

SUBMITTAL DATA

SUBMITTAL DATE:

NAME OF PROJECT:

OWNER:

ARCHITECT:

CONTRACTOR:

SUBCONTRACTOR:

SUPPLIER/ MANUFACTURER:

SPECIFICATION DIVISION NO.:

SPECIFICATION PARAGRAPH NO.:

DRAWING REFERENCE:

CONTRACTOR'S APPROVAL STAMP:

SECTION 013150

PROGRESS SCHEDULES

PART 1 – GENERAL

1.1 GENERAL:

- A. This specification Section is intended to augment the provisions of Division 0 documents. The specific requirements of those documents shall supersede in the event of direct conflict with any provision of this specification Section as stated herein.

1.2 DESCRIPTION OF WORK:

- A. Work Specified In This Section:
 - 1. This Section specifies administrative and procedural requirements for the progress schedules and reporting progress of the Work.
- B. Refer to General Conditions and the Agreement, for definitions and specific dates of Contract Time.

1.3 RELATED WORK:

- A. Division 0 – General Conditions of the
- B. Contract Division 0 – Supplementary General Conditions

1.4 QUALITY ASSURANCE:

- A. The General Contractor as "Project Coordinator" shall provide the progress scheduling services, including planning evaluating and reporting.
- B. General Contractor shall deliver the schedules to the Architect within 48 hours of request.

1.5 PROGRESS SCHEDULE:

- A. Schedule Format:
 - 1. Network Analysis Schedule (NAS):
 - a. Schedule method requested for use with Large/ Complex projects.
 - b. Construction Progress Schedule, utilizing a Critical Path Method (CPM) of scheduling, shall be detailed to a degree which will permit proper and complete coordination of all trades in each portion of the work. Therefore, the schedule shall specifically indicate dates in accordance with General Conditions, which shall include, but is not limited to the following:

- 1) Date of Notice To Proceed
- 2) Dates of major activities critical for other work
- 3) Dates scheduled for delivery of major items of equipment
- 4) Dates scheduled for completion of installation of major items of equipment
- 5) The anticipated date of Substantial Completion
- 6) The date of Substantial Completion of the project, as established by the Contract
- 7) The date of Final Completion of the project, as established by the Contract

2. Bar Chart Schedule:

a. Schedule method requested for use with Small projects or as approved by Architect.

b. Construction project schedule, utilizing a Bar Chart method of scheduling, shall be detailed to a degree which will permit proper and complete coordination of all trades in each portion of the work. Therefore, the schedule shall specifically indicate dates in accordance with General Conditions, which shall include, but is not limited to the following:

- 1) Date of Notice To Proceed
- 2) Dates of major activities critical for other work
- 3) Dates scheduled for delivery of major items of equipment
- 4) Dates scheduled for completion of installation of major items of equipment
- 5) The anticipated date of Substantial Completion
- 6) The date of Substantial Completion of the project, as established by the Contract
- 7) The date of Final Completion of the project, as established by the Contract

A. Phasing:

1. Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.

B. Format:

1. Display the full network or bar chart on opaque prints of sufficient width to show data clearly for the entire construction period. Prints shall be a maximum of 11" x 17" for reproducibility.
2. Mark the critical path. Locate the critical path near the center of the network/ chart; locate paths with the most float near the edges.
3. Sub networks on separate sheets are permissible for activities clearly off the critical path.

C. Schedule Updating:

1. Revise the schedule immediately after each meeting or other activity, where revisions have been recognized or made including all approved CPR's.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

SECTION 017000

PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

A. Work Included in This Section:

1. This Section specifies administrative and procedural requirements for project closeout, including, but not limited to, the following:
 - a. Inspection procedures
 - b. Project record document submittal
 - c. Operating and maintenance manual submittal
 - d. Submittal of warranties
2. Closeout requirements for specific construction activities are included in the appropriate Sections.

1.2 RELATED WORK:

- A. Division 0 – General Conditions of the Contract
- B. Division 0 – HUD General Conditions (Form 5370) and Supplemental Conditions
- C. Division 0 – Special Conditions
- D. Section 013050 - Submittals

1.3 SUBSTANTIAL COMPLETION:

A. General:

- ¹ 1. The Work will only be considered suitable for Substantial Completion when all work indicated in the bid documents is complete. The project shall be complete in its entirety.
2. Upon Substantial Completion of the Work and upon application by the General Contractor and recommendation by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

B. Forms:

1. All forms to be used shall be American Institute of Architect (AIA) forms, unless noted otherwise.

C. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. The General Contractor considers the Work, or a portion thereof which the Owner agrees to with no separation, is substantially complete, the General Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the General Contractor to complete all Work in accordance with the Bidding and Contract Documents.
2. Advise Owner of pending insurance change-over requirements and submit consent of surety.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
5. Deliver tools, spare parts, extra stock, and similar items.
6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
7. Remove temporary facilities, construction equipment and temporary services. Restore disturbed items to original condition or better.
8. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
9. Submit an acceptable copy of the HVAC Test and Balance Reports (if applicable).
10. Submit all Final Inspections Certificates along with a Use and Occupancy Certificate.

D. Inspection Procedures: Due to portions of the Work being performed within occupied residential units, inspections for partial substantial completion will be performed at the completion of Work in each unit.

1. On receipt of a request for inspection for Substantial Completion, the Architect will either proceed with inspection or advise the General Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the General Contractor of construction that must be completed or corrected before the certificate will be issued.
2. The Architect will repeat inspection when requested in writing by the

- General Contractor and assured that the Work has been substantially completed and all items that were incomplete have been corrected.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

E. Re-inspection Procedure:

1. In the event that more than the two inspections by the Architect described above are made necessary by the failure of the General Contractor to complete the Work, or to complete or correct items identified on the list of such items, the General Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.
2. Upon completion of re-inspection, the Architect will prepare a Partial Certificate of Substantial Completion and a final Certificate of Substantial Completion at the end of the Work, or advise the General Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Substantial Completion.

1.4 FINAL ACCEPTANCE:

- A. At the completion of the Project prior to receiving final payment, the General Contractor shall furnish the Owner, through the Architect, properly signed and notarized waivers of lien from all subcontractors employed and material suppliers furnishing materials for the Project. Such waivers shall be submitted before final payment will be certified by the Architect to the Owner (AIA G706A). Also, at the completion of the contract, the General Contractor shall provide documentation for the signature of the Owner and General Contractor signifying the completion of the contractual obligation and the cancellation of the contract. This documentation shall be filed by the Contractor with the Recorder of Mortgages and proof of contract cancellation provided to the Owner. Upon completion of these items, final payment shall be due to the General Contractor.

B. Preliminary Procedures:

1. Before requesting final inspection for final payment, complete the following (list exceptions in the request):
 - a. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance (by initialing each individual item), and the list has been endorsed and dated by the Architect
 - b. Submit record drawings, maintenance manuals, final project photographs, and similar final record information
 - c. Submit Consent of Surety to Final Payment (AIA G707)
 - d. Submit evidence of final, continuing insurance coverage complying with insurance requirements

- e. Guarantees, Warranties and Bonds
- f. Spare parts and Maintenance Materials
- g. Certificate of Insurance for Products and Completed Operations
- h. Certificate of Occupancy, if required
- i. All remnants required by the Contract Documents
- j. Any other items as required by the Architect and/ or Owner

1.5 **RECORD DOCUMENT SUBMITTALS:**

A. General:

1. The General Contractor shall record on the Record Drawings maintained at the site all changes and selections made during construction and shall locate by dimensions showing actual field measurements of all major items which will be concealed in the completed work. These items shall include location of piping repaired or replaced and items above hard ceilings such as repairs of ducts, piping, etc.
2. Dimensions are to be taken from face of building lines to centerline of piping or conduit.
3. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings:

1. Provide one (1) print copy of record drawings.
2. Record drawings shall be provided in the form of reproducible drawing sheets (reproducible bond) and reflect changes in the work and locations of concealed items for all trades including plumbing, mechanical, electrical and general construction. Bond prints of the original contract documents may be purchased from the Architect at the Architect's standard printing rate.
3. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown.
4. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
5. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
6. Note related Change Order numbers where applicable.

C. Record Specifications:

1. Maintain one (1) complete copy of the Project Manual, including

- addenda, and one (1) copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 3. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

D. Shop Drawings:

1. Provide one (1) print copy of reviewed shop drawings (include all review comments from Architect and Consultants).
2. Deliver General Contractor's approved copy of all shop drawings submitted during the course of the project.

E. Miscellaneous Record Submittals:

1. Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

F. Electronic Record Documents:

1. Provide three (3) copies of electronic version on flash or thumb drive of sufficient capacity including record drawings, record specifications, shop drawings, miscellaneous record submittals, maintenance manuals, instructions, and warranties.

1.6 MAINTENANCE MANUAL AND INSTRUCTIONS:

- A. General Contractor shall, prior to completion of Contract, deliver to the Architect three (3) copies of a manual, assembled, indexed, and bound; presenting for the Owner's guidance, full details for care and maintenance of mechanical, electrical, and other equipment included in Contract. Manuals shall include parts lists for each item of equipment furnished under the Contract.
- B. General Contractor shall, for this manual, obtain from Subcontractors, literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets, and other information pertaining to same that will be useful to Owner in overall operation and maintenance. Include also, the name, address, and phone number of the

nearest sales and service organization for each item.

C. General:

1. Organize each manual into separate Sections for each piece of related equipment.
2. Index all data as per the Table of Contents.
3. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.

D. Binders:

1. Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter covered. Indicate the volume number for multiple volume sets of manuals.
2. The binders shall be hard-cover, three-ring notebook, embossed with the name of the project, spring-lock metal label holders, and piano hinge edges, (2" capacity) 11" x 8-1/2" with heavy duty rings. Provide the number of binders required to properly contain all information required.

E. Drawings:

1. Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.
2. Where oversize drawings are necessary, fold the drawings to the same size as the text pages and use as a fold-out.
3. If drawings are too large to be used practically as a fold-out, place the drawing, neatly folded, in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents and drawing location at the appropriate location in the manual.

F. Protective Plastic Jackets:

1. Provide protective transparent plastic jackets designed to enclose diagnostic software for computerized electronic equipment if required.

G. Text Material:

1. Where written material is required as part of the manual use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20 pound white bond paper.
2. Such data called for under separate Sections of the Specifications, shall be included in the manual described in this Section.

H. Title Page:

1. Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual
 - b. Name and address of the Project
 - c. Date of submittal
 - d. Name, address, and telephone number of the Contractor
 - e. Name and address of the Architect
 - f. Cross reference to related systems in other operating and maintenance manuals

I. Table of Contents:

1. After the Title Page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
2. Where more than one volume is required to accommodate data for a particular system, provide a comprehensive table of contents for all volumes in each volume of the set.

J. General Information:

1. Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.

K. Product Data:

1. Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.

L. Written Text:

1. Where manufacturer's standard printed data is not available, and

information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.

M. Warranties, Bonds and Service Contracts:

1. Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.7 INSTRUCTIONS:

- A. The Owner's delegated representative shall be given personal instructions by trained personnel, in the care, use, maintenance, and operation procedures for each item. This shall be done in accordance with, and in addition to, the above required manual.

B. Operating and Maintenance Instructions:

1. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

- a. Maintenance manuals
- b. Record documents
- c. Spare parts and materials
- d. Tools
- e. Identification systems
- f. Control sequences

2. As part of instruction for operating equipment, demonstrate the following procedures:

- a. Start-up
- b. Shutdown
- c. Emergency operations
- d. Noise and vibration adjustments
- e. Safety procedures
- f. Economy and efficiency adjustments
- g. Effective energy utilization

C. Maintenance Procedures:

1. Provide information detailing essential maintenance procedures, including the following:
 - a. Routine operations
 - b. Trouble-shooting guide
 - c. Disassembly, repair and reassembly

- d. Alignment, adjusting and checking
- D. Operating Procedures:
- 1. Provide information on equipment and system operating procedures, including the following:
 - a. Start-up procedures
 - b. Equipment or system break-in
 - c. Routine and normal operating instructions
 - d. Regulation and control procedures
 - e. Instructions on stopping
 - f. Shut-down and emergency instructions
 - g. Summer and winter operating instructions
 - h. Required sequences for electric or electronic systems
 - i. Special operating instructions
- E. Servicing Schedule:
- 1. Provide a schedule of routine servicing and lubrication requirements, including a list of repaired lubricants for equipment with moving parts.
- F. Controls:
- 1. Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- G. Coordination Drawings:
- 1. Provide each Contractor's Coordination Drawings.
 - 2. Provide as-installed color-coded piping diagrams, where required for identification.
- H. Valve Tags:
- 1. Provide charts of valve tag numbers, with the location and function of each valve.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

**END OF
SECTION**

APPENDIX “A”

SUPPLEMENTAL INFORMATION

Structural Repairs



STRUCTURAL CONCRETE® ES

Fast, High Early Strength, Extended Working Time Permanent Repair

PRODUCT DESCRIPTION

Five Star Structural Concrete® ES is a high early strength, single component, permanent concrete repair material which provides a 25-minute working time. The extended set facilitates deep/large volume pours up to six cubic yards in a single lift. Five Star Structural Concrete® ES produces a repair which is dimensionally stable, develops an integral bond to existing concrete, and restores structural integrity within hours of placement. Five Star Structural Concrete® ES provides increased corrosion protection of steel reinforced structures with migrating corrosion inhibitor technology and very low chloride ion permeability.

ADVANTAGES

- 25 minute working time
- One component
- Deep, large volume pours up to six cubic yards
- High six-hour strengths
- Coarse aggregate extension up to 80%
- Can apply cement/epoxy grouts and epoxy coatings as early as 6 hours after placement
- Excellent freeze/thaw resistance
- Provides permanent concrete and equipment/machinery foundation repair
- Facilitates equipment rebuilds in under 24 hours
- Pumpable
- High bond strength
- Outstanding corrosion resistance for protection and rehabilitation

USES

- Deep, large volume repair of concrete structures and machinery foundations
- Concrete floor toppings and overlays
- Hot weather concrete repair
- Heavy industrial repairs and retrofits

PACKAGING AND YIELD

Five Star Structural Concrete® ES is packaged in heavy-duty polyethylene lined bags or plastic pails and is available in 50 lb. (22.7 kg) units yielding approximately 0.42 cubic feet (11.9 liters) at maximum water, or 0.60 cubic feet (17.0 liters) with a 60% extension using 3/8" pea gravel. Five Star Structural Concrete® ES is also available in 3,000 lb. (1,360 kg) bulk bags.

SHELF LIFE

One year (packaged in bags) or two years (packaged in pails) in original unopened packaging when stored in dry conditions; high relative humidity will reduce shelf life.

TYPICAL PROPERTIES AT 70°F (21°C)

Compressive Strength, ASTM C 109

6 Hours	3,000 psi (20.7 MPa)
1 Day	4,500 psi (31.0 MPa)
7 Days	6,000 psi (41.4 MPa)
28 Days	7,700 psi (53.1 MPa)

Bond Strength, ASTM C 882

1 Day	2,000 psi (13.8 MPa)
7 Days	2,500 psi (17.3 MPa)

Length Change, extended with pea gravel, ASTM C 157

28 Days Wet	+0.03%
28 Days Dry	-0.05%

Thermal Coefficient of Expansion, ASTM C 531

5.0×10^{-6} in/in/°F (9.0×10^{-6} mm/mm/°C)

Scaling Resistance, ASTM C 672

50 cycles	0
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Chloride Ion Permeability, ASTM C 1202

28 Days	Very Low (<1,000 Coulombs)
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Working Time at 70°F (21°C)

25 minutes

**The data shown above reflects typical results based on laboratory testing under controlled conditions. Reasonable variations from the data shown above may result. Test methods are modified where applicable.*

PLACEMENT GUIDELINES

- 1. SURFACE PREPARATION:** All horizontal and vertical concrete surfaces in contact with Five Star Structural Concrete® ES shall be free of oil, grease, laitance, and other contaminants. All horizontal and vertical concrete surfaces must be clean, sound and rough to ensure a good bond. To maximize bond, concrete surfaces should be prepared by acceptable means to coarse aggregate exposure. Remove all oxidation from exposed reinforcing steel. A perimeter edge and minimum depth of 1/4 inch (6 mm) should be provided for a durable repair. Allow for 1/2 inch (12 mm) for more aggressive traffic. Featheredging is not desirable. Soak concrete surfaces prior to application with liberal quantities of potable water, leaving the concrete saturated and free of standing water, or use Five Star® Bonding Adhesive. Surfaces shall be conditioned to between 35°F and 90°F (2°C and 32°C) at time of placement.
- 2. FORMWORK:** Formwork shall be constructed of rigid non-absorbent materials, securely anchored, liquid-tight and strong enough to resist forces developed during placement. Areas where bond is not desired must be treated with form oil, paste wax or similar material. Joints may be necessary depending on pour dimensions. Any existing joints within the repair area should be maintained. Contact the Five Star Products.
- 3. MIXING:** Wet down mortar mixer (stationary barrel with moving blades) before using and drain excess water. A drill and paddle mixer is acceptable for single bag mixes. With the mixer running add approximately 80% of the pre-measured potable water (total water content is 2½ to 3 quarts potable water per 50 lb. unit) to the mixer. While mixing, slowly add Five Star Structural Concrete® ES and mix to a uniform consistency for three to four minutes. Adjust consistency if necessary, but do not exceed maximum water content stated on the package or an amount that will cause segregation. Addition of coarse aggregate meeting ASTM C 33 should be used for pours greater than 2 inches (50 mm) in depth; add coarse aggregate before final water adjustment. Do not mix more material than can be placed within 25 minutes.
- 4. PLACEMENT PROCEDURES:** Whenever possible, place Five Star Structural Concrete® ES full depth from one side of the repair to the other. To ensure optimal bond development, firmly work material into substrate. Placement should be continuous to prevent cold joints between pours. Finish as necessary. For pumping procedures, contact Five Star Products.
SPECIAL CONDITIONS: For use in cold temperatures, Five Star Structural Concrete® ES must be maintained at a temperature of at least 35°F (2°C). Protect from freezing until a compressive strength of at least 1,000 psi (6.9 MPa) is obtained. Faster strength gain will occur when the Five Star Structural Concrete® ES, mixing water and coarse aggregate have been conditioned to a higher temperature prior to placement. In high temperatures, Five Star Structural Concrete® ES should be kept as cool as possible, but not exceeding 90°F (32°C). Ice cold water should be used for mixing to help maintain sufficient working time.
- 5. POST-PLACEMENT PROCEDURES:** Five Star Structural Concrete® ES shall be kept continuously wet for 4 to 24 hours, depending on the volume, depth and placement temperature. Wet curing shall begin as soon as material reaches final set (surface changes from dark to light).

NOTE: PRIOR TO APPLICATION, READ ALL PRODUCT PACKAGING THOROUGHLY. For more detailed placement procedures, refer to the Five Star® Design-A-Spec™ installation guidelines or call Five Star Products at 1-800-243-2206.

CONSIDERATIONS

- Never exceed the maximum water content as stated on the package or add an amount that will cause segregation.
- Temperature of surfaces must be between 35°F and 90°F (2°C and 32°C) at time of placement. For cold and hot weather placement, refer to Five Star® Design-A-Spec™.
- For pours exceeding six cubic yards, contact Five Star Products.
- When capping Five Star Structural Concrete® ES with either cement or epoxy grout, surface temperature shall have cooled down to 90°F (32°C) or prior to grout placement.

CAUTION

Contains cementitious material and crystalline silica. International Agency for Research on Cancer has determined that there is sufficient evidence for the carcinogenicity of inhaled crystalline silica to humans. Take appropriate measures to avoid breathing dust. Avoid contact with eyes and contact with skin. In case of contact with eyes, immediately flush with plenty of water for at least 15 minutes. Immediately call a physician. Wash skin thoroughly after handling. Keep product out of reach of children. **PRIOR TO USE, REFER TO SAFETY DATA SHEET.**

For worldwide availability, additional product information and technical support, contact your local Five Star® distributor, local sales representative, or call the Five Star Products at 1-800-243-2206.

SKU/PRODUCT CODE	DESCRIPTION	#UNITS/PALLET	UNIT SIZE
29400	Five Star Structural Concrete® ES	56	50 lb. (22.7 kg) Bag
29300	Five Star Structural Concrete® ES	36	50 lb. (22.7 kg) Pail

WARRANTY: "FIVE STAR PRODUCTS, INC. (FSP) PRODUCTS ARE MANUFACTURED TO BE FREE OF MANUFACTURING DEFECTS AND TO MEET FSP'S CURRENT PUBLISHED PHYSICAL PROPERTIES WHEN APPLIED IN ACCORDANCE WITH FSP'S DIRECTIONS AND TESTED IN ACCORDANCE WITH ASTM AND FSP STANDARDS. HOWEVER, SHOULD THERE BE DEFECTS OF MANUFACTURING OF ANY KIND, THE SOLE RIGHT OF THE USER WILL BE TO RETURN ALL MATERIALS ALLEGED TO BE DEFECTIVE, FREIGHT PREPAID TO FSP, FOR REPLACEMENT. THERE ARE NO OTHER WARRANTIES BY FSP OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS PRODUCT. FSP SHALL NOT BE LIABLE FOR DAMAGES OF ANY SORT, INCLUDING PUNITIVE, ACTUAL, REMOTE, OR CONSEQUENTIAL DAMAGES, RESULTING FROM ANY CLAIMS OF BREACH OF CONTRACT, BREACH OF ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FROM ANY OTHER CAUSE WHATSOEVER. FSP SHALL ALSO NOT BE RESPONSIBLE FOR USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT HELD BY OTHERS."

Specifications Subject to Change.

For most current version of datasheet, go to FiveStarProducts.com

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APPENDIX “B”

SUPPLEMENTAL INFORMATION

Vertical & Overhead Mortar Repair



PRODUCT DATA SHEET

SikaQuick® VOH

Fast Setting, one component, cementitious vertical and overhead repair mortar with superior high build properties

PRODUCT DESCRIPTION

SikaQuick® VOH is a fast setting, one component, ready-to-use repair mortar for vertical and overhead applications using specialty cement blends. SikaQuick® VOH LD is a low dust formula also available as a separate item.

USES

- Fast repairs to overhead and vertical concrete and mortar surfaces on grade, above and below grade.
- As a repair material for building facades, parking structures, industrial plants, bridges, etc.
- As a fast setting repair material for new construction defects.

CHARACTERISTICS / ADVANTAGES

- Minimal time required between lifts.
- Fast finishing time
- Time/labor-saving material; application up to 3" (76.2 mm) on vertical surfaces in one layer
- Easy to use; just add water
- High bond strength ensures excellent adhesion
- High early and ultimate strength
- Increased freeze/thaw durability and resistance to deicing salts
- Suitable for exterior and interior applications.
- Overhead thickness up to 2" (50 mm)
- Fiber reinforced and polymer modified
- Contains corrosion inhibitor
- Use in cold temperatures with SikaQuick WinterBoost (20° - 45 °F)
- Low dust version available

APPROVALS / STANDARDS

- Meets ASTM C-928, type R2

PRODUCT INFORMATION

Chemical Base	<ul style="list-style-type: none"> ▪ SikaQuick® VOH is a polymer modified, cement blends. ▪ SikaQuick® VOH LD is a polymer modified, cement blends with dust reduction technology.
Packaging	<ul style="list-style-type: none"> ▪ 44 lb (20 kg) bag
Appearance / Color	Gray powder
Shelf Life	12 months from date of production if stored properly in original, unopened and undamaged sealed packaging.
Storage Conditions	Store dry at 40–95 °F (4–35 °C)

Protect from moisture. If damp, discard material

TECHNICAL INFORMATION

Compressive Strength	73 °F (23 °C)	20 °F (-7 °C) with 1 cup of SikaQuick® Winter Boost	(ASTM C-109) 50 % R.H.
	3 hours	> 1,500 psi (10.3 MPa)	
1 day	> 3,000 psi (20.7 MPa)	1,800 psi (12.4 MPa)	
7 days	> 4,500 psi (31.0 MPa)	2,400 psi (16.6 MPa)	
28 days	5,500 psi (37.9 MPa)	4,500 psi (31.0 MPa)	

* Consult SikaQuick® Winter Boost Product Data Sheet.

Modulus of Elasticity in Compression	7 days	2.2x10 ⁶ psi (15.2 GPa)	(ASTM C-469)
Flexural Strength	1 day	400 psi (2.8 MPa)	(ASTM C-293)
	7 days	600 psi (4.1 MPa)	73 °F (23 °C)
	28 days	1,000 psi (6.9 MPa)	50 % R.H.
Splitting tensile strength	1 day	200 psi (1.4 MPa)	(ASTM C-496)
	7 days	250 psi (1.7 MPa)	73 °F (23 °C)
	28 days	500 psi (3.4 MPa)	50 % R.H.
Slant Shear Strength	1 day	1,000 psi (6.9 MPa)	(ASTM C-882 modified*)
	7 days	1,600 psi (11.0 MPa)	
	28 days	2,000 psi (13.8 MPa)	

* Mortar scrubbed into substrate at 73 °F (23 °C) and 50 % R.H.

Pull-Out Resistance	> 250 psi (1.7 MPa) Substrate failure	(ASTM C-1583) 73 °F (23 °C) 50 % R.H.
Shrinkage	< 0.05 %	(ASTM C-157 modified per ASTM C-928)
Rapid Chloride Permeability	28 days	Low range (ASTM C-1202 AASHTO T-277)

APPLICATION INFORMATION

Mixing Ratio	6–6.5 pts (2.8-3.1 L) per bag		
Fresh mortar density	125 lb/ft ³ (2.0 kg/L)	(ASTM C-138)	
Coverage	0.44 ft ³ (0.01 m ³) per bag (Coverage figures do not include allowance for surface profile and porosity or material waste)		
Layer Thickness		Min.	Max.
	Overhead	1/8" (3 mm)*	2" (51 mm)
	Vertical	1/8" (3 mm)*	3" (75 mm)
	* Minimum thickness is 1/2" (12.7 mm) with the use of SikaQuick® Winter Boost		
Product Temperature	65–75 °F (18–24 °C)		

Product Data Sheet
SikaQuick® VOH
September 2020, Version 01.04
020302040040000019

BUILDING TRUST



Ambient Air Temperature	> 45 °F (7 °C) 20 - 45 °F (-6.7 - 7 °C) with the use of SikaQuick® Winter Boost	
Substrate Temperature	> 45 °F (7 °C) 20 - 45 °F (-6.7 - 7 °C) with the use of SikaQuick® Winter Boost	
Set Time	10-25 min	(ASTM C-266)
Final set time	< 35 min	(ASTM C-266)
	* To control setting times, cold water should be used in hot weather and hot water used in cold weather.	
Application Time	~ 15 minutes	
Finishing time	20–30 minutes	
Waiting / Recoat Times	<u>Time between lifts</u>	<u>Final set time</u>
	Acrylic water based	4 hrs
	Epoxy/PU based	6 hrs
	Compatibility and adhesion testing is always recommended.	

APPLICATION INSTRUCTIONS

SURFACE PREPARATION

- Surface must be clean, sound and free of frost.
- Remove all deteriorated concrete, dirt, oil, grease, and other bond-inhibiting materials from the area to be repaired.
- Preparation work should be done by high pressure water blast, scabbling or other appropriate mechanical means to obtain an exposed aggregate surface profile of $\pm 1/16"$ (1.6 mm) (CSP-5).
- To ensure optimum repair results, the effectiveness of decontamination and preparation should be assessed by a pull-off test.
- Saw cutting of edges is preferred and a dovetail is recommended.
- Substrate should be Saturated Surface Dry (SSD) with clean water prior to application. No standing water should remain during application.

With SikaQuick® Winter Boost

- All the above recommendations must be followed.
- The concrete must be frost free before the application.

PRIMING

- Reinforcing steel: Steel reinforcement should be thoroughly prepared by mechanical cleaning to remove all traces of rust. Where corrosion has occurred due to the presence of chlorides, the steel should be high pressure washed with clean water after mechanical cleaning. For priming of reinforcing steel use Sika® Armatec® 110 EpoCem (consult PDS).
- Concrete Substrate: A scrub coat of SikaQuick® VOH / SikaQuick® VOH LD can be applied prior to placement of the mortar. The repair mortar must be applied into the wet scrub coat before it dries.

MIXING

- Wet down all tools and mixer to be used.
- Mix mechanically with a low-speed drill (400–600 rpm) and mixing paddle or mortar mixer.
- Mix to a uniform consistency, maximum 3 minutes.
- Manual mixing can be tolerated only for less than a full unit.
- Thorough mixing and proper proportioning of the powder and liquid is necessary.
- Inaccurate proportioning of the powder to liquid will result in a finished product that may not conform to the typical published performance property values.

With water

- Start mixing with 6 pints (2.8 L) of water per bag.
- Adjust the water dosage by a maximum amount of +/- 1/2 pint, if necessary, to achieve the desired consistency.
- Do not over-water. Over-watering may result in difficulty handling and/or not meeting stated property values.

With Sika Latex R

- Start mixing with 6 pints (2.8 L) of Sika Latex® R per bag.
- Adjust the Sika Latex® R dosage by a maximum amount of +/- 1/2 pint, if necessary, to achieve the desired consistency.
- Do not overdose with SikaLatex® R. Using too much SikaLatex®-R may result in difficulty handling and/or not meeting typical published performance property values.

With SikaQuick® Winter Boost

- Pour the recommended volume of clean, potable water [$> 34^{\circ} \text{F}$ ($- 1^{\circ} \text{C}$)] into a suitably sized and clean mixing container.
- Add 1/2 or 1 cup per bag into the water and mix until it is dissolved.
- Add the contents of the SikaQuick® VOH / SikaQuick® VOH LD bag while continuing to mix.

- Refer to the current Product Data Sheet for complete and detailed instructions on the use of the SikaQuick® Winter Boost.

APPLICATION

- The mixed SikaQuick® VOH / SikaQuick® VOH LD must be worked well into the prepared substrate, filling all pores and voids.
- Compact well. Force material against edge of repair working towards the center. Thoroughly compact the mortar around exposed reinforcement.
- After filling repair, consolidate, then screed.
- Finish with steel, magnesium, wood, plastic floats, or damp sponges, depending on the desired surface texture.

MULTIPLE LIFTS

- Where multiple lifts are required, score top surface on each lift to produce a roughened substrate for next lift.
- Allow preceding lift to harden and achieve initial set before applying fresh material.
- SSD previous lift by lightly misting with clean water. Remove all standing droplets.
- Repeat procedure until desired installation thickness is achieved. Finish the final lift of SikaQuick® VOH / SikaQuick® VOH LD as described above.
- If previous layers are over 6 hours old, mechanically prepare the substrate and dampen.

CURING TREATMENT

- As per ACI recommendations for Portland cement concrete, curing is required.
- Moist cure with wet burlap and polyethylene, a fine mist of water or Sika® Antisol®-250 W*.
- Curing compounds adversely affect the adhesion of following lifts of mortar, leveling mortar or protective coatings.
- Moist curing should commence immediately after finishing.
- Protect freshly applied mortar from direct sunlight, wind, rain and frost.

* Pretesting of curing compound is recommended.

CLEANING OF TOOLS

- Uncured product may be cleaned from tools and surfaces with water.
- Cured product must be removed mechanically.

LIMITATIONS

- Do not use solvent based curing compounds.
- As with all cement based materials, avoid contact with aluminum to prevent adverse chemical reaction and possible product failure. Insulate potential areas of contact by coating aluminum bars, rails, posts etc. with an appropriate epoxy such as Sikadur® Hi-Mod 32.
- Remixing product after it begins to set is prohibited.
- Bonding agents like Sika® Armatec® 110 EpoCem and others, which cure at a slower rate than SikaQuick®

VOH / SikaQuick® VOH LD, should not be used. If bonding agents are used, follow cure times for the bonding agents used as a guide prior to putting SikaQuick® VOH / SikaQuick® VOH LD in service. Assure suitability with the manufacturer of the bonding agent.

- Not a vapor barrier
- If a bonding agent is absolutely necessary, and surfaces are not scheduled to receive a vapor barrier coating, consider Sikadur® 32, Hi-Mod and moist cure for a minimum 24 hours prior to putting SikaQuick® VOH / SikaQuick® VOH LD into service.
- SikaQuick® VOH / SikaQuick® VOH LD is not a vapor barrier after cure.
- Ensure temperature do not drop below 20°F the first 3 hours after application of the SikaQuick® VOH mixed with SikaQuick® Winter Boost.
- Refer to Sika® Antisol®-250 W product data sheet for use.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

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Product Data Sheet
SikaQuick® VOH
September 2020, Version 01.04
020302040040000019

SikaQuickVOH-en-US-(09-2020)-1-4.pdf



APPENDIX “C”

SUPPLEMENTAL INFORMATION

Vertical & Overhead
Structural Repair



STRUCTURAL CONCRETE® V/O

Vertical/Overhead Permanent Repair

PRODUCT DESCRIPTION

Five Star Structural Concrete® V/O is a high strength, rapid setting, one component, permanent concrete repair material for vertical and overhead structural repairs. Five Star Structural Concrete® V/O produces a repair which is dimensionally stable, develops an integral bond to existing concrete, and restores structural integrity within hours of placement. Five Star Structural Concrete® V/O provides increased corrosion protection to steel reinforced structures with migrating corrosion inhibitor technology and very low chloride ion permeability.

ADVANTAGES

- Can be troweled vertically or overhead
- Very low chloride ion permeability
- Can apply cement/epoxy grouts and epoxy coatings as early as 8 hours after placement
- High 3-hour strength gains
- One product for thin and thick placement
- Excellent freeze/thaw resistance
- Outstanding corrosion resistance for protection and rehabilitation

USES

- Rapid repair of load bearing walls, ceilings and other structural members
- Rapid repairs during shutdown
- Marine and hydraulic structure repairs

PACKAGING AND YIELD

Five Star Structural Concrete® V/O is packaged in heavy-duty polyethylene lined bags or plastic pails and is available in 50 lb. (22.7 kg) units yielding approximately 0.44 cubic feet (12.5 liters) at maximum water.

SHELF LIFE

One year (packaged in bags) or two years (packaged in pails) in original unopened packaging when stored in dry conditions; high relative humidity will reduce shelf life.

TYPICAL PROPERTIES AT 70°F (21°C)

Compressive Strength, ASTM C 109

3 Hours	2,500 psi (17.2 MPa)
1 Day	3,500 psi (24.2 MPa)
7 Days	5,000 psi (34.5 MPa)
28 Days	5,800 psi (40.0 MPa)

Bond Strength, ASTM C 882

1 Days	1,500 psi (10.4 MPa)
7 Days	2,200 psi (15.2 MPa)

Length Change, ASTM C 157

28 Days Wet	+0.04%
28 Days Dry	-0.13%

Freeze/Thaw Resistance, ASTM C 666A

Relative Durability Modulus	95%
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Chloride Ion Permeability, ASTM C 1202

28 Days	Very Low (<1,000 Coulombs)
---------	----------------------------

Working Time at 70°F (21°C)

15 minutes

**The data shown above reflects typical results based on laboratory testing under controlled conditions. Reasonable variations from the data shown above may result. Test methods are modified where applicable.*

PLACEMENT GUIDELINES

- SURFACE PREPARATION:** All concrete surfaces in contact with Five Star Structural Concrete® V/O shall be free of oil, grease, laitance, and other contaminants. All concrete surfaces must be clean, sound and rough to ensure a good bond. Mechanically roughen concrete surfaces in accordance with ICRI Technical Guideline 03732 to a minimum concrete surface profile roughness (CSP) 6 or greater. Remove all oxidation from exposed reinforcing steel. A perimeter edge and minimum depth of 1/4 inch (6 mm) should be provided for a durable repair. Featheredging is not desirable. Soak concrete surfaces prior to application with liberal quantities of potable water, leaving the concrete saturated and free of standing water. Surfaces shall be conditioned to between 40°F and 90°F (5°C and 32°C) at time of placement.
- MIXING:** Mix Five Star Structural Concrete® V/O thoroughly for approximately three to four minutes to a uniform consistency with a mortar mixer (stationary barrel with moving blades). A drill and paddle mixer is acceptable for single bag mixes. Mix Five Star Structural Concrete® V/O with 3 to 4 quarts potable water per 50 lb. unit. Working time is approximately 15 minutes at 70°F (21°C). Follow printed instructions on the package. Start by adding the minimum amount of pre-measured water to mixer and, after mixing for three to four minutes, adjust consistency as required to achieve non-sag consistency.
- PLACEMENT PROCEDURES:** Firmly work a small amount of Five Star Structural Concrete® V/O into concrete surface with a trowel, taking care not to leave air pockets. Application is from one side of the repair to the other, filling the repair to the desired level. For multiple lift applications, contact Five Star Products' Engineering and Technical Service Center at 1-800-243-2206. Finish as necessary.
- POST-PLACEMENT PROCEDURES:** Five Star Structural Concrete® V/O shall be kept continuously wet for at least 30 minutes after final set. Protect from freezing until a compressive strength of at least 1,000 psi (6.9 MPa) is reached.

NOTE: PRIOR TO APPLICATION, READ ALL PRODUCT PACKAGING THOROUGHLY. For more detailed placement procedures, refer to Five Star® Design-A-Spec™ installation guidelines or call Five Star Products' Engineering and Technical Service Center at 1-800-243-2206.

CONSIDERATIONS

- Never exceed the maximum water content stated on the package.
- Temperature of materials, equipment and surfaces must be between 40°F and 90°F (5°C and 32°C) at time of placement. For cold and hot weather placement, consult the Five Star® Design-A-Spec™ installation guidelines.
- Substrate shall be free of frost and ice.

CAUTION

Contains cementitious material and crystalline silica. The International Agency for Research on Cancer has determined that there is sufficient evidence for the carcinogenicity of inhaled crystalline silica to humans. Take appropriate measures to avoid breathing dust. Avoid contact with eyes and contact with skin. In case of contact with eyes, immediately flush with plenty of water for at least 15 minutes. Immediately call a physician. Wash skin thoroughly after handling. Keep product out of reach of children. **PRIOR TO USE, REFER TO SAFETY DATA SHEET.**

For worldwide availability, additional product information and technical support, contact your local Five Star® distributor, local sales representative, or call Five Star Products' Engineering and Technical Service Center at 1-800-243-2206.

SKU/PRODUCT CODE	DESCRIPTION	# UNITS/PALLET	UNIT SIZE
29600	Five Star Structural Concrete® V/O	56	50 lb. (22.7 kg) Bag
29500	Five Star Structural Concrete® V/O	36	50 lb. (22.7 kg) Pail

WARRANTY: "FIVE STAR PRODUCTS, INC. (FSP) PRODUCTS ARE MANUFACTURED TO BE FREE OF MANUFACTURING DEFECTS AND TO MEET FSP'S CURRENT PUBLISHED PHYSICAL PROPERTIES WHEN APPLIED IN ACCORDANCE WITH FSP'S DIRECTIONS AND TESTED IN ACCORDANCE WITH ASTM AND FSP STANDARDS. HOWEVER, SHOULD THERE BE DEFECTS OF MANUFACTURING OF ANY KIND, THE SOLE RIGHT OF THE USER WILL BE TO RETURN ALL MATERIALS ALLEGED TO BE DEFECTIVE, FREIGHT PREPAID TO FSP, FOR REPLACEMENT. THERE ARE NO OTHER WARRANTIES BY FSP OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS PRODUCT. FSP SHALL NOT BE LIABLE FOR DAMAGES OF ANY SORT, INCLUDING PUNITIVE, ACTUAL, REMOTE, OR CONSEQUENTIAL DAMAGES, RESULTING FROM ANY CLAIMS OF BREACH OF CONTRACT, BREACH OF ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FROM ANY OTHER CAUSE WHATSOEVER. FSP SHALL ALSO NOT BE RESPONSIBLE FOR USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT HELD BY OTHERS."

Specifications Subject to Change.
For most current version of datasheet, go to FiveStarProducts.com

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APPENDIX “D”

SUPPLEMENTAL INFORMATION

Elastomeric Waterproof Coating

MasterProtect® EL 750

Water-based, 100% acrylic, elastomeric, waterproof coating

FORMERLY THOROLASTIC®

PACKAGING

5 gallon (18.9 L) pails

YIELD

See chart on page 2

STORAGE

Store in unopened containers in a clean, dry area. Keep from freezing.

SHELF LIFE

18 months when properly stored

VOC CONTENT

Less than 100 g/L
less water and exempt solvents.

DESCRIPTION

MasterProtect EL 750 is a water-based, high-build, elastomeric, 100% acrylic waterproof coating for above-grade concrete, masonry, stucco and EIFS.

PRODUCT HIGHLIGHTS

- Available in a broad range of colors and textures for design versatility
- Resists wind-driven rain, helps prevent water penetration into the substrate
- Breathable to allow water vapor to escape
- High elongation and recovery for durable performance over dynamic cracks.
- Excellent adhesion, bonds securely to substrate for long-term durability
- UV resistance provides excellent color retention for a long lasting attractive finish
- Excellent hiding power
- Textured formulations help improve aesthetics of irregular substrates
- Effective carbon dioxide diffusion barrier, protects embedded steel from corrosion
- Low VOC content for broad compliance across all regions
- Flexibility at very low temperatures makes it suitable for all climates
- Resistant to dirt pickup

APPLICATIONS

- Exterior
- Vertical surfaces
- Above grade
- Protecting and waterproofing

SUBSTRATES

- Concrete
- Masonry
- Cement Plaster
- Stucco
- EIFS
- Over Existing Coatings

HOW TO APPLY

SURFACE PREPARATION

1. Surfaces should be clean and sound and free of all bond-inhibiting contaminants.
2. Concrete substrates should be fully cured.
3. Repair any holes, spalled and damaged concrete with appropriate Master Builders Solutions repair materials. Allow appropriate cure time prior to coating.
4. Remove any protruding concrete accessories and smooth out any surface irregularities.
5. High-pressure power wash surface (or abrasive blast on hard, dense surfaces) to create a profile of SP 3, per ICRI Guide 310.2.
6. Some stains may require chemical removal. Neutralize any cleaning compounds used and rinse with clean water.
7. Check adhesion of old coatings according to ASTM D 3359, Measuring Adhesion by Tape Test Method A.
8. Remove any blisters or delaminated areas and sand edges to smooth rough areas and provide transition to old paint areas.

Technical Data

Composition

MasterProtect EL 750 contains water, acrylic emulsion, fillers and other proprietary ingredients.

Test Data

MASTERPROTECT EL 750 SMOOTH

PROPERTY	RESULTS	TEST METHOD
Density, lbs/gal (kg/L)	11.2–12.2 (1.34–1.46)	ASTM D 1475
Solids*, %		ASTM D 5201
By weight	64.2	
By volume	50	
Viscosity, KU	127–135	ASTM D 562 (Stormer)

*Value for white

MASTERPROTECT EL 750 FINE

PROPERTY	RESULTS	TEST METHOD
Density, lbs/gal (kg/L)	10.2–11.2 (1.22–1.34)	ASTM D 1475
Solids, %		ASTM D 5201
By weight	65.5	
By volume	56	
Viscosity, KU	127–135	ASTM D 562 (Stormer)

MASTERPROTECT EL 750 COARSE

PROPERTY	RESULTS	TEST METHOD
Density, lbs/gal (kg/L)	9.9–10.9 (1.19–1.31)	ASTM D 1475
Solids, %		ASTM D 5201
By weight	64.5	
By volume	58	
Viscosity, KU	127–135	ASTM D 562 (Stormer)

MASTERPROTECT EL 750 SMOOTH

PROPERTY	RESULTS	TEST METHOD
Ultimate elongation, %	344	ASTM D 412
Elongation recovery, %		ASTM D 412
After 10 minutes	96.9	
After 24 hours	98.4	
Ultimate tensile strength, psi (MPa)	220 (1.5)	ASTM D 412
Crack bridging, mils (mm)		PR EN 1062-7
-77 °F (-60 °C)	12 (0.3)	
32 °F (0 °C)	19.5 (0.5)	
73 °F (23 °C)	27.5 (0.7)	
Flexibility, in (mm) mandrel, at -30 °F (-34 °C)	¼ (3)	ASTM D 522
Pull-off strength adhesion, psi (MPa)	210 (1.4)	ASTM D 4541
Wind-driven rain	Passes	TT-C-555B
Water-vapor permeance, perms	12	ASTM D 1653

Test Data

MASTERPROTECT EL 750 SMOOTH APPLIED AT 16 MILS DFT

PROPERTY	RESULTS	TEST METHOD
Carbon-dioxide diffusion		PR EN 1062-6
R (equivalent air layer thickness), ft (m)	263 (80)	
Sc (equivalent concrete thickness), in (cm)	8 (20)	
Accelerated weathering, 5,000 hrs	Passes	ASTM G 23, Type D
Visual color change, 5,000 hrs	Passes	ASTM D 1729
Chalking, 5,000 hrs	Passes	ASTM D 4214
Freeze/thaw resistance, 60 cycles	Passes	ASTM C 67
Salt spray resistance, 300 hrs	Passes	ASTM B 117
Dirt pick-up, % after 6 months exposure	94 .33	ASTM D 3719
Mildew resistance	No growth	ASTM D 3273 / 3274
Algae resistance	No growth	ASTM D 5589

Test results are averages obtained under laboratory conditions. Reasonable variations can be expected.

Theoretical Film Thicknesses*

COVERAGE RATE FT ² /GAL (M ² /L)	SMOOTH		FINE		COARSE	
	WET MILS (MM)	DRY MILS (MM)	WET MILS (MM)	DRY MILS (MM)	WET MILS (MM)	DRY MILS (MM)
50 (1.2)	32 (0.813)	16 (0.406)	32 (0.813)	18 (0.457)	32 (0.813)	19 (0.483)
80 (2)	20 (0.508)	10 (0.254)	20 (0.508)	11 (0.279)	20 (0.508)	12 (0.305)
100 (2.4)	16 (0.406)	8 (0.203)	16 (0.406)	9 (0.229)	16 (0.406)	9 (0.229)

Actual DFT to achieve the stated performance properties is 16 mils (0.406 mm).

*Coverages are estimates for smooth, dense concrete. Coverages will vary on porous or textured surfaces.

- Treat cracks greater than 1/32" with MasterProtect FL 746 or MasterProtect FL 748. Treat cracks larger than 1/4" as expansion joints and fill with appropriate Master Builders Solutions sealant.
- New CMU must have a base coat of MasterProtect FL 749.

MIXING

- Prior to use, mix MasterProtect EL 750 at slow speed with drill and mixing paddle to ensure uniform color and texture, and to minimize air entrapment.
- In multi-pail applications, mix the contents of each new pail into the partially used previous pail to ensure color consistency and smooth transitions from pail to pail.

APPLICATION

- MasterProtect EL 750 is meant to be applied as a two-coat system, achieving a total dry-film thickness (DFT) of 16–20 mils (0.4–0.5 mm).
- Apply MasterProtect EL 750 by brush, spray, roller, or spray-and-backroll.
- Maintain proper uniform wet-film thickness (WFT) during application to ensure the performance characteristics desired (see yield rates section).
- Always work to a natural break and maintain a wet edge during application.
- For uniformity of color and texture, application techniques must be consistent throughout the project.

ROLLER

- Use a quality 3/4–11/4" nap roller cover.
- Completely saturate the roller and keep it loaded with the coating to build the required mils. Never dry roll.
- Cross roll, maintaining a wet edge, to achieve uniform thickness. Backroll in one direction for consistent appearance.

SPRAY

- Equipment is available for spraying all grades of MasterProtect EL 750. For fine and coarse textures, it is necessary to use a heavy-duty sprayer designed for the application of coatings that contain sand particles. Contact equipment manufacturer for further recommendations.

2. For smooth and fine grades, backrolling in one direction after spray application is recommended to achieve uniform texture and film thickness.

BRUSH

1. Application by brush is recommended only for small inaccessible areas, e.g., on touch-ups.
2. Use only a nylon brush.

DRYING TIME

Times assume 70 °F (21 °C) and 50% relative humidity.

To touch: 6 hours

To recoat: minimum of 12 hours

Lower surface or air temperatures and higher relative humidity will extend the drying time.

MasterProtect EL 750 requires ultraviolet (UV) light to cure.

CLEAN UP

Clean all tools and equipment immediately with water. Cured material may be removed by mechanical means.

FOR BEST PERFORMANCE

- Do not apply when substrate or ambient temperature is 40 °F (4 °C) or below or is expected to fall below 40 °F (4 °C) within 24 hours after application.
- Do not apply if rain is expected within 24 hours of application.
- Do not use on interior applications, undersides of balconies, soffits, below-grade applications or for immersion service.
- Do not use where there may be hydrostatic water transfer from the backside of the substrate.
- Do not apply to improperly sealed substrates that are subject to rising dampness or migrating moisture.
- Not intended for use as a horizontal traffic-bearing coating.
- Elongation and crack-bridging abilities are reduced with textured grades.
- Application of nonelastomeric topcoats could reduce the performance properties of MasterProtect EL 750.

- Apply a 4 by 4 ft (1.2 by 1.2 m) test area to verify acceptable color, texture and adhesion before proceeding with any project. The test method for measuring adhesion is ASTM D 3359, Measuring Adhesion by Tape Method A. On the 0–5 scale, a minimum adhesion rating of 4A is required.
- Color formulas containing organic colorants are susceptible to fading in exterior applications. Refer to Technical Support for guidance.
- Do not thin the material.
- For professional use only; not for sale to or use by the general public.
- Make certain the most current versions of product data sheet and SDS are being used; visit www.master-builders-solutions.com/en-us to verify the most current versions.
- Proper application is the responsibility of the user. Field visits by Master Builders Solutions personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

HEALTH, SAFETY AND ENVIRONMENTAL

Read, understand and follow all Safety Data Sheets and product label information for this product prior to use. The SDS can be obtained by visiting www.master-builders-solutions.com/en-us, e-mailing your request to mbsbscst@mbcc-group.com or calling 1(800)433-9517. Use only as directed.

IN CASE OF EMERGENCY: Call CHEMTEL +1 (800) 255-3924 or if outside the US or Canada, +1 (813) 248-0585.

LIMITED WARRANTY NOTICE

Master Builders Solutions Construction Systems US, LLC ("Master Builders") warrants this product to be free from manufacturing defects and to meet the technical properties on the current Technical Data Guide, if used as directed within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond our control. MASTER BUILDERS MAKES NO

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APPENDIX “E”

SUPPLEMENTAL INFORMATION

Metal Wall Panels at Chase
Product Data

RBI-FLS SERIES PANEL





RBI-FLS SERIES PANEL

With use of continuous concealed clips. This profile is durable and strong with a narrow panel height. It is ideal for retrofitting existing walls or creating roof to wall connections sure to be watertight with out cutting into existing walls or wall panels.

- FLS series panels and clips fabricated to customer specified lengths.
- Job site roll forming option available.
- Used for walls, soffits or fascia.
- Install using concealed continuous clips.
- Can be installed direct to substrate or over open framing, consult with Ray Bros for spacing requirements.

- Felt underlayment recommended.
- Available in 24ga, 16oz copper or aluminum, pricing can be furnished upon request.
- Flashing fabrications and accessories can be furnished upon request.
- Retrofit framing for retrofitting existing walls can be designed, fabricate and furnished upon request.
- Panels can be installed vertically or horizontally for the desired appearance.
- Variable panel widths and striations can be installed for a unique architectural appearance.
- FLS series is ideal for transforming the typical “metal bldg look” into a “architectural appealing look” with no exposed fasteners.

APPENDIX “F”

SUPPLEMENTAL INFORMATION

Structural Assessment Report
(H Davis Cole)

Part 1

STRUCTURAL ASSESSMENT OF THE GUSTE HIGH RISE

PREPARED FOR:

HANO

Housing Authority of New Orleans

Prepared by:

HDC

H. Davis Cole &
Associates, LLC
Consulting Engineers

In association with:

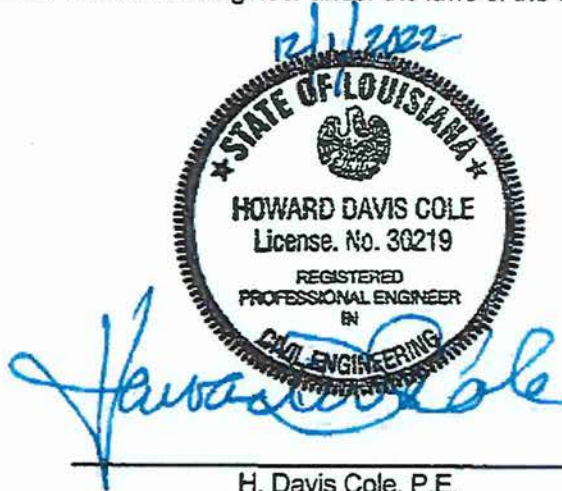
Manning Architects, APC

Morphy, Makofsky, Inc.

November 30, 2022

REPORT CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Louisiana.



H. Davis Cole, P.E.
Louisiana Professional Engineer
License No. 30129

SECTION 1 – PROJECT BACKGROUND

Recent catastrophic structural failures of older, residential high-rise buildings lead to the Housing Authority of New Orleans (HANO) to commission a structural assessment of the Guste High-Rise Building. The building was constructed approximately 55 years ago and is located at 1301 Simon Bolivar Avenue, New Orleans, LA. The building is a 12-story building constructed of a poured in place, reinforced concrete structural elements. Various projects have been conducted over the past 55 years to address needed repairs to the interior, exterior, mechanical, and electrical systems. However, to date there has been no work conducted to address the aging structural system of the building itself. The intent of this assessment report is to evaluate the structure of the building and identify any structural and architectural issues pertaining to the integrity of the structure itself. In addition to visual inspection of a large sampling of the building's structure, non-destructive testing was conducted to evaluate the existing reinforcement of the reinforced concrete structure.

SECTION 2 – SCOPE OF WORK

In March 2022, HANO executed a professional services contract with H. Davis Cole & Associates, LLC (HDCA) to provide the following Scope of Services:

The Guste High-Rise building is a concrete building that is more than 55 years old. HANO engaged HDCA to perform a survey of the building structure in an effort to ascertain the structural integrity of the building and its structural components. The project is being executed in a two (2) phase approach. Phase 1 includes the visual inspection of a representative sampling of the building's structural elements. Phase 2 includes further review, study, and/or inspection of the structural elements including non-destructive and destructive materials testing.

HDCA completed Phase 1 and 2 of the project and findings are contained herein. Phase 1 of the project includes:

1. Visual inspection of a representative sampling of structural components of the building including columns, beams, and slabs. HDCA is specifically looking for evidence of stress in, and/or deterioration of the structural components, including but not limited to:
 - a. Spalling Concrete
 - b. Cracking Concrete
 - c. Degraded surface conditions
 - d. Exposed/degraded reinforcing steel
 - e. Other signs of possible structural deterioration, stress and/or damage

2. The visual inspection includes:
 - a. Review of all exposed columns on the first floor (approximately 66 exterior and 12 interior columns)
 - b. Review of approximately 1/3 of the 58 interior columns that are hidden from view
 - c. Review of the structural elements in two (2) dwelling units on each of the four (4) wings of the building on each floor for a total of 88 units
 - d. Review of the damaged overhang at the building entrance that has been damaged by a vehicle in the past including the overhang and the connections to the building.
3. The Phase 1 visual inspections include the removal of existing building components as required to visually inspect the structure. This includes the removal of paint, lay-in ceiling tiles, and cutting holes in drywall ceilings and walls.

Phase 2 of the project included:

1. Due to the absence of "as-built" drawings for the building, HDCA is development a plan to use "Concrete Scanning" technology (a subset of ground penetrating radar (GPR)) to map existing rebar patterns so that structural capacity of the structure can be analyzed and calculated by our engineers. This non-destructive testing technology will allow HDCA to provide HANO with an accurate assessment as to the structural capabilities of the existing structure.

SECTION 3 – METHODOLOGY

The methodology employed by HDCA to execute the Scope of Services detailed above is described below:

EXTERNAL INSPECTIONS

Visual inspections of the external structural elements of the Guste High Rise structure on Monday, June 13, 2022.

Generally, all exterior structural components were visually reviewed and photographed. Signs of cracking, spalling, and efflorescence were noted and photographed.

All exterior columns (66 total) were inspected to determine any signs of cracking or spalling. Additionally, the damaged overhang at the building entrance was inspected to

determine structural integrity. The roof and "penthouse" structure were also accessed and inspected.

INTERIOR INSPECTIONS

Interior inspections were conducted in a manner similar to the external inspections with respect to the visual inspection of the structural elements accessible only through the interior of the dwelling units. Two (2) dwelling units on each of the four (4) wings of the building on each floor were assessed. In total, the interior structural elements of 88 dwelling units were assessed. The interior assessments were conducted over an approximate one (1) month period due to requirements related to giving proper notice to tenants to enter each unit. Any signs of structural distress of the reinforced concrete elements were tagged and photographed.

SECTION 4 – FINDINGS

GENERAL DESCRIPTION OF THE STRUCTURE

The existing high-rise structure is twelve (12) stories tall and is utilized by the Housing Authority of New Orleans as an affordable senior living housing complex. The main structure is cast-in-place concrete. The floors are flat, two-way reinforced concrete slabs supported by a grid of square concrete columns. The lateral resistance for the building is provided by reinforced concrete shear walls. The building foundation consists of foundation pilings in groups beneath each of the columns and concrete shear walls.

DETAILED FINDINGS (VISUAL INSPECTION)

Generally, the structure is in excellent structural condition. Our inspections revealed no signs of impending structural failure of any of the building's structural elements (columns, floor slabs, shear walls, or foundations).

At the first floor, some cracking and spalling of the concrete columns was observed. This is likely due to impacts incurred during the service life of the building. Some concrete block infill areas were also observed to have been damaged by impact. The observed damage is minor in nature and can be repaired and sealed to prevent any further deterioration.

No signs of deterioration or distress were observed in the structural members on floors 2 through 12. Similarly, no issues were noted in the wall finishes which would indicate problems with any of the concealed structural members. The concrete shear walls are in

very good condition with no signs of cracking or settlement. Water intrusion was observed in several areas made apparent through deterioration of the painted surfaces.

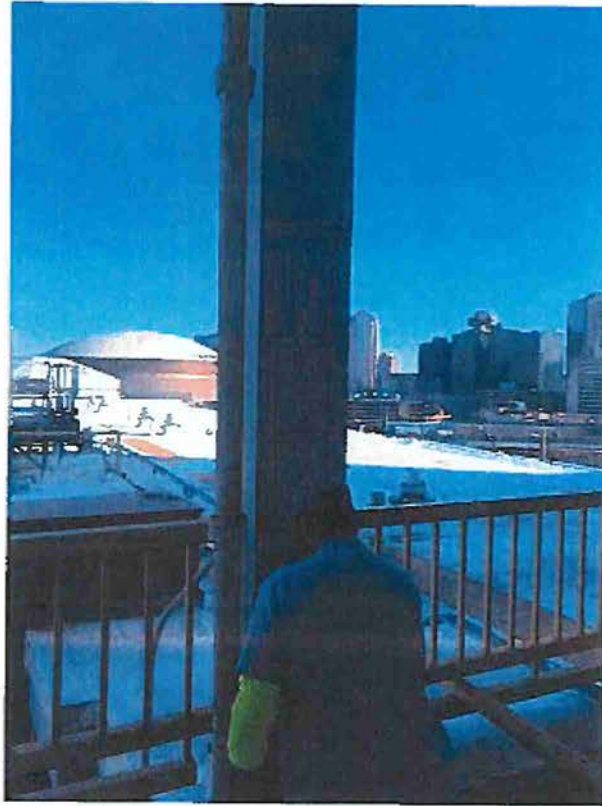
At the roof level, some cracking of the concrete columns was observed. The cracking was minor and can be repaired and sealed to prevent any further deterioration. These cracks are more likely attributable to anchor placements that are too close to the edges of the columns or rusting of embedded steel plates. The structural steel platform that supports the mechanical equipment was observed to be in good condition with no sign of structural deterioration.

DETAILED FINDINGS (NON-DESTRUCTIVE TESTING)

Due to the lack of record or "as-built" drawings, selective non-destructive testing of the reinforced concrete columns and two-way floor slabs was performed. The chief reason for this testing was to determine the following information:

1. Reinforcement size, spacing, coverage, and pattern for structural columns
2. Reinforcement size, spacing, coverage, pattern, and slab thickness for two-way floor slabs

Concrete scanning using GPR technology was employed to conduct the non-destructive testing. The GPR concrete scanning plan was developed based upon our visual observations and is included in Appendix A of this report. The detailed report is included in Appendix B to this report.



Picture 4-1 - GPR Technician Conducting Concrete Scanning

Generally, the columns were found to have #4 (1/2" diameter) vertical reinforcing bars at each corner of the column spaced approximately 8" apart. Additionally, #4 stirrup reinforcing bars are present and generally spaced approximately 14" apart. Concrete cover over the rebar ranges between 1" and 3" which is generally in compliance with current American Concrete Institute (ACI) standards which call for a minimum clear space between reinforcing bars and the concrete edge of 1".

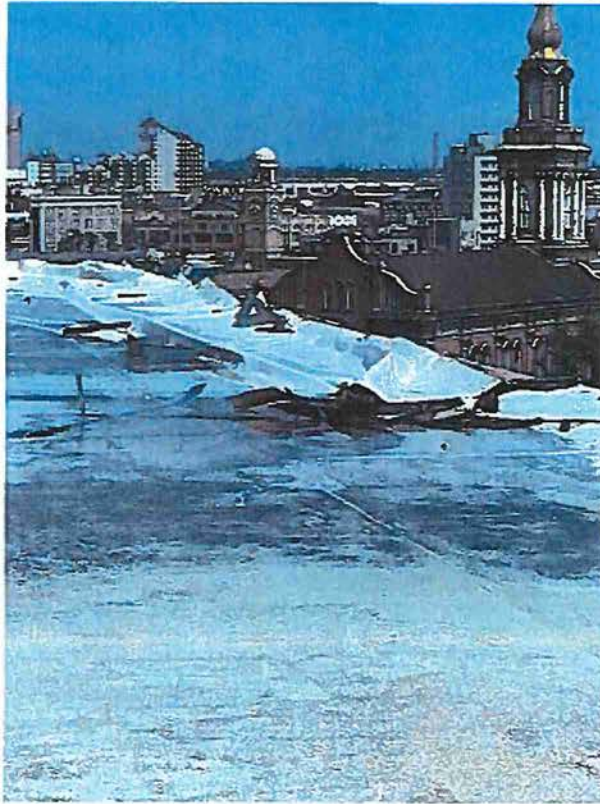
Concrete scanning revealed that the floor slabs generally were similar in construction with floor slab thicknesses being approximately 8" - 9" thick. Reinforcing steel runs in each direction creating a two-way type floor slab. All reinforcing steel was found to be #4 (1/2" diameter). Spacing between reinforcing steel ranged from 4" to 14" but as shown in the GRP report generally followed a pattern indicating the design intent for the floor slab reinforcement is likely for #4 reinforcing steel spaced 12" on center. The concrete coverage ranges from 3" to 7 1/2" indicating that the intended location of the reinforcing steel is likely in the middle of the two-way floor slab. With the floor slab thickness ranging from 8" to 9", the minimum coverage would be approximately 1" which is compliant with current ACI code requirements.

It should be noted that GPR concrete scanning is a reliable non-destructive method for determining reinforcing steel patterns and sizes but exact spacing, coverages, and thicknesses can vary slightly due to limitations with the technology.

SUMMARY OF FINDINGS

The overall structural integrity of the Guste High Rise is very sound. It has withstood the test of time and major natural disasters such as Hurricanes Katrina and Ida with no signs of structural damage as a result. Damage observed was chiefly cosmetic in nature with the exception of some architectural elements which need to be addressed. Those include:

1. The roof of the structure needs to be completely replaced. After Hurricane Ida, a approximately one-quarter of the roof membrane was "peeled back" from the structure creating a catastrophic failure of the roofing system. A temporary "patch" has been applied and appears to be working well and installed by a competent contractor so some time was "bought" through this effort. However, we recommend that HANO begin planning for complete replacement of the roofing system within the next 3-5 years. We recommend that planning and design efforts commence within the next year as complete replacement of the roof will require relocation of residents on the 12th floor while work commences on each wing of the building. We have previously estimated that complete replacement of the roof would cost between \$2.5 million and \$3.0 million not including any costs incurred for resident relocations.



Picture 4-2 - Ida Roof Damage on Guste High Rise Building

2. During Hurricane Ida, many residents reported that wind driven rain infiltrated the window systems throughout the building. Given the concrete construction of the building, it is difficult to record damages through photographs as no permanent damage was incurred by the water infiltration. Some units reported more severe issues than others. It appears that the flashing design of the existing windows may be the culprit directing water towards the structure instead of away from the structure. We recommend that an architect be engaged to further investigate the window systems throughout the building.
3. As mentioned before, there was some spalling and minor cracking observed on some of the structural elements (reinforced concrete columns and shear walls). These damages are likely due to minor impacts throughout the service life of the building (i.e., damage associated with the conduct of other projects at the building such as mechanical renovations, electrical upgrades, etc.). These kinds of damages are common in building of this age. However, the spalling and cracking should be repaired to prevent them from becoming larger and allowing for water to infiltrate the structural concrete and potentially cause corrosion in the reinforcing

steel. There are many products available for such repairs depending upon the size and severity of the damage. Most commonly used are epoxy patching / injection systems. We recommend that a civil/structural engineer be engaged to develop a bid package for repair of all noted cracking and spalling of the reinforced concrete structural elements.

**Structural Assessment of
Guste High Rise Building**
The Housing Authority of New Orleans
New Orleans, Louisiana

**APPENDIX A:
GPR Concrete Scanning Plan**

Prepared By:



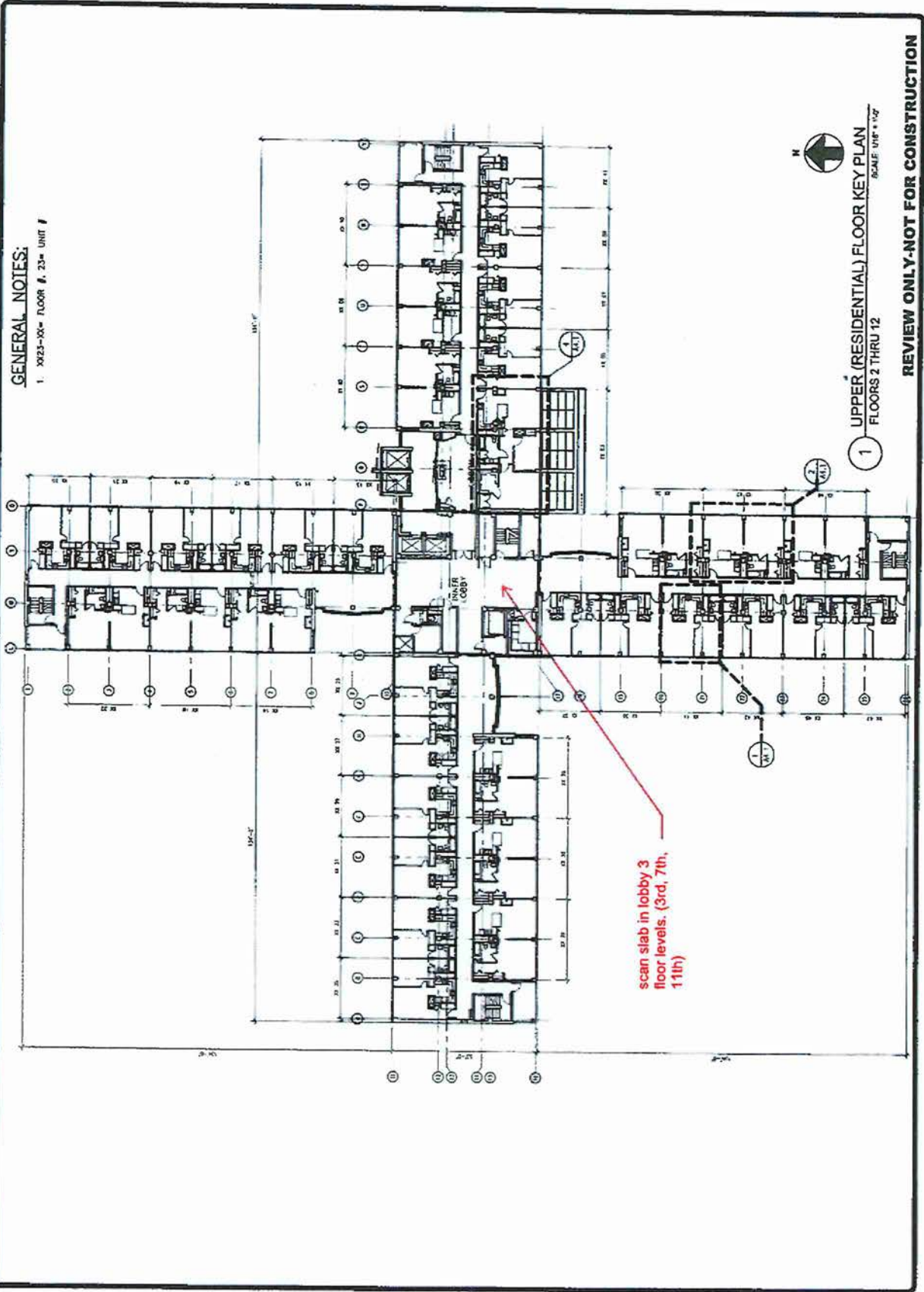
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NO.	DATE	BY	DESCRIPTION

HOUSING AUTHORITY
 OF NEW ORLEANS
 INTERIORS AND SYSTEMS
 REPAIRS
 UPPER (RESIDENTIAL) FLOOR
 KEY PLAN
 204 BARK ST. NEW ORLEANS, LA 70112
 NEW ORLEANS, LOUISIANA 70112
 PHONE: (504) 282-4252 FAX: (504) 282-1439
 EMAIL: rml@housingauthority.com
 400 WYCKA STREET, SUITE 200
 NEW ORLEANS, LOUISIANA 70112
 ARCHITECTS - ARCHITECTS - CONSTRUCTION MANAGERS
ECM Consultants, Inc.
 PROJECT NUMBER:

DATE: 03/03/2009
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 SCALE: 1/8" = 1'-0"
 SHEET NO.: A2.2
 TOTAL SHEETS: 37

GENERAL NOTES:
 1. XX23--03-- FLOOR #. 23= UNIT #

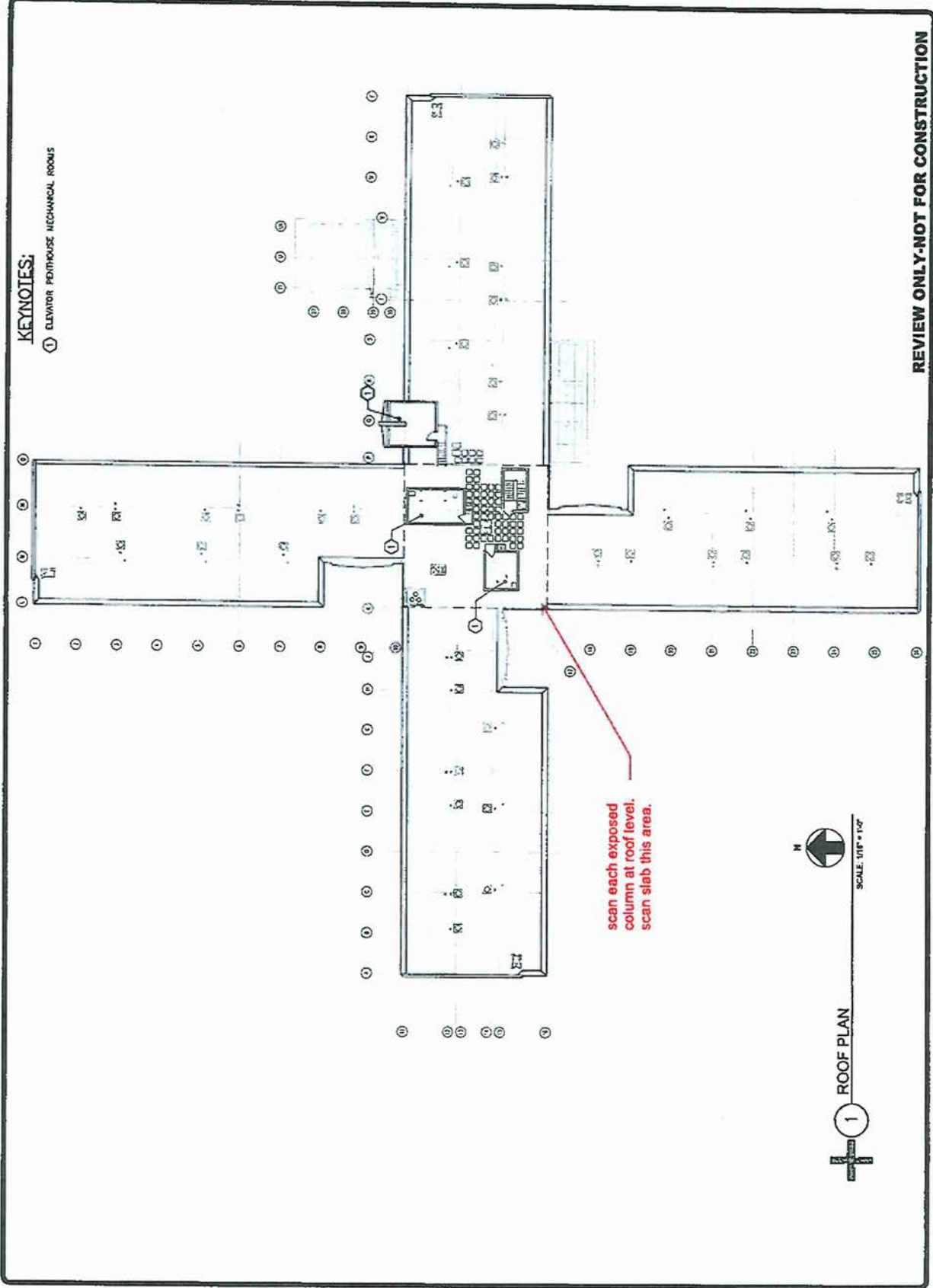


REVISION	BY

HOUSING AUTHORITY
 OF NEW ORLEANS
 2021 BEAUFORT BLVD STE 202
 NEW ORLEANS, LOUISIANA 70002
 PHONE: (504) 895-4000 FAX: (504) 895-1430
 DATE: 11/20/03
ECM Consultants, Inc.
 ENGINEERS - ARCHITECTS - CONTRACTORS
 4409 URICA STREET, SUITE 200
 METairie, LOUISIANA 70002

GUSTE HIGH-RISE
 INTERIORS AND SYSTEMS
 REPAIRS
 NEW ORLEANS
 LOUISIANA
ROOF PLAN

SHEET NO. A2.3
 6 of 37 SHEETS



KEYNOTES:

- ① ELEVATOR PENETROUSE MECHANICAL ROOMS

scan each exposed
 column at roof level,
 scan slab this area.

1 ROOF PLAN

SCALE: 1/8" = 1'-0"



REVIEW ONLY-NOT FOR CONSTRUCTION

**Structural Assessment of
Guste High Rise Building**
The Housing Authority of New Orleans
New Orleans, Louisiana

**APPENDIX B:
GPR Concrete Scanning Report**

Prepared By:



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**SUBSURFACE
SCANNING
SOLUTIONS**

CONCRETE SCANNING REPORT

PREPARED FOR: Gulf South Engineering

PREPARED BY:
Scott Gardner
PROJECT MANAGER | SOUTHEAST REGION
10/25/2022

GULF SOUTH ENGINEERING
Attn: CHAD POCHE
Site: GUSTE HIGH RISE – 1301 SIMON BOLIVAR AVENUE
NEW ORLEANS, LA

PURPOSE

The purpose of this project was to conduct a concrete analysis of each area scanned in order to determine concrete thickness, reinforcement properties (size and spacing), and locate critically embedded items (i.e. conduits, grade beams, etc.) to aid in the proposed renovations of the subject project.

EQUIPMENT

- **1600/2000/2300/2700 MHz GPR Antenna.** The antenna is handheld and rolls over the surface. The antenna needs a reasonably smooth, unobstructed surface for scanning and is not able to scan within 2"-4" of obstructions such as walls and metal tracks unless they are removed prior to our work. The data is displayed on a screen during the scanning and marked on the surface in real time. GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 18" or more with this antenna but can vary widely depending on the conductivity of the materials and other factors such as the spacing of the reinforcing. Depth accuracy depends on the ability to obtain an accurate dielectric for the concrete or other material being scanned through. *No harmful radiation is emitted and the work can be performed at any time with people in close proximity.* For more information, please visit: [Link](#)
- **Electromagnetic Pipe Locator.** The EM locator can passively detect the electromagnetic fields from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. A utility's ability to be located depends on a variety of factors including access to the utility, conductivity, grounding, interference from other fields, and many others. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. For more information, please visit: [Link](#)

PROCESS

The scan process began by using the GPR to collect initial scans throughout each area. These scans were used to calibrate the equipment and determine the type of slab, reinforcing patterns, maximum depth penetration, and any other potential limitations present. Each location/area was then scanned in a grid pattern in multiple directions as well as with the antenna cross polarized. The GPR data was interpreted in real time and anomalies in the data were located and minimally marked on the surface as needed for interpretation/representation.

LIMITATIONS AND FINDINGS

Please keep in mind that there are limitations to any subsurface investigation. The equipment may not achieve maximum effectiveness due to conditions in the concrete or soil such as moisture content, age of the concrete, reinforcing size and spacing, and a variety of other factors. No subsurface investigation or equipment can provide a complete image of what lies below. Our results should always be used in conjunction with as many methods as possible such as consulting existing plans and drawings, visual inspection of above ground features, drilling or cutting as far as possible from all of our markings, etc.



Site Specific Limitations included:

- No major site limitations.

GPRS was able to determine multiple aspects regarding the properties of concrete for this site. Each anomaly was named based on the type of anomaly suspected founded on previous experience and knowledge of standard construction practices. Please keep in mind, differentiating between reinforcing, post-tension cables, and conduits is an interpretation based on depths, patterns, and other clues. Please avoid drilling or saw cutting near any of our markings or carefully expose any line to confirm its identity prior to coring or saw cutting as needed.

Findings for each area scanned are summarized in the table below:

SCAN AREA	REINFORCEMENT NOTES			CONCRETE THICKNESS
	TYPE/SIZE	COVERAGE	SPACING	
Loc. 1	Rebar / #4	1½" - 3"	2" - 14"	N/A
Loc. 2	Rebar / #4	1" - 2"	8" - 14"	N/A
Loc. 3	Rebar / #4	1½" - 2½"	8" - 14"	N/A
Loc. 4	Rebar / #4	1½" - 2"	8" - 14"	N/A
Loc. 5	Rebar / #4	1½" - 2"	8" - 14"	N/A
Loc. 6	Rebar / #4	1½" - 2"	8" - 12"	N/A
Loc. 7	Rebar / #4	1½" - 2"	8" - 12"	N/A
Loc. 8	Rebar / #4	1½" - 2½"	8" - 12"	N/A
Loc. 9	Rebar / #4	1½" - 2½"	8" - 12"	N/A
Loc. 10	Rebar / #4	1½" - 2½"	8" - 12"	N/A
Loc. 11	Rebar / #4	1½" - 2½"	4" - 12"	N/A

SCAN AREA	REINFORCEMENT NOTES			CONCRETE THICKNESS
	TYPE/SIZE	COVERAGE	SPACING	
Loc. 12	Rebar / #4	3½" - 7"	6" - 14"	8" - 9"
Loc. 13	Rebar / #4	6½" - 7½"	4" - 12"	8" - 9"
Loc. 14	Rebar / #4	3" - 7½"	5½" - 8½"	8" - 9"

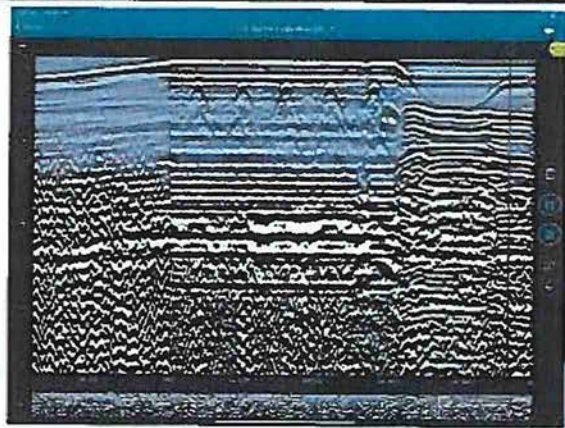
NOTES:

1. Thickness of concrete and coverages were averaged based on data encountered.
2. Rebar pattern and spacing was based on overall data captured.

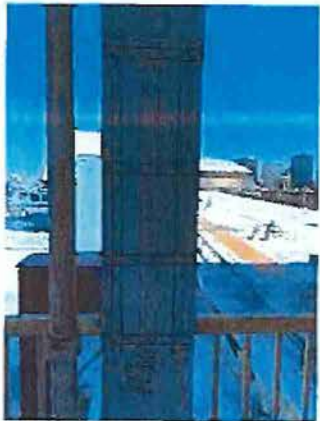
The following pages will provide photos and further explanation of our findings.



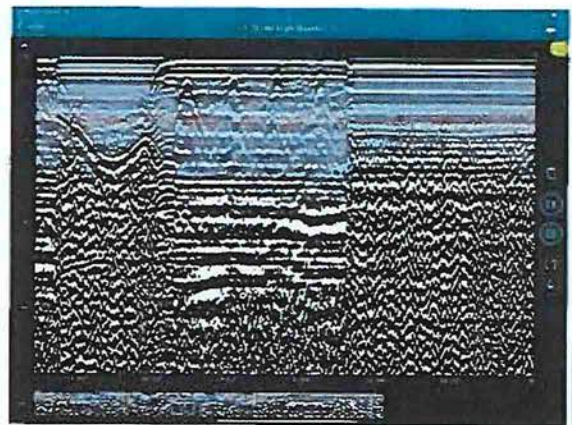
Loc. 1
Typical Rebar Pattern



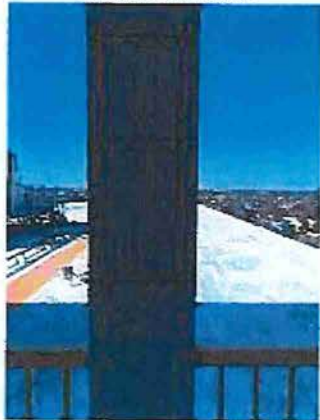
Typical Rebar Pattern



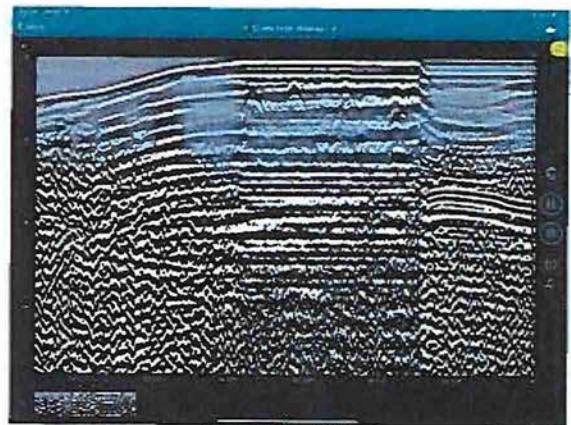
Loc. 2
Typical Rebar Pattern



Typical Rebar Pattern



Loc. 3
Typical Rebar Pattern



Typical Rebar Pattern

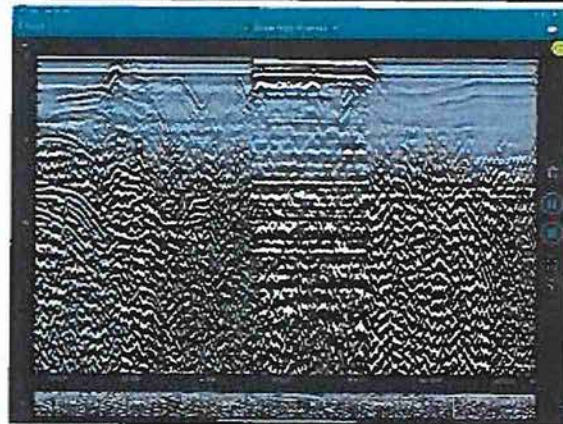
SITE PHOTOS AND
GPR DATA

CONCRETE ANALYSIS REPORT
GUSTE HIGH RISE
NEW ORLEANS, LA





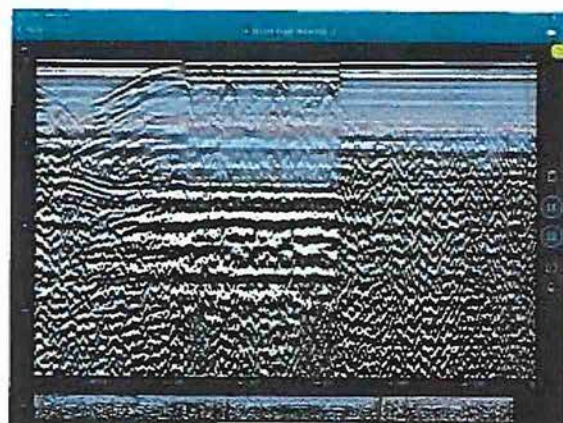
Loc. 4
Typical Rebar Pattern



Typical Rebar Pattern



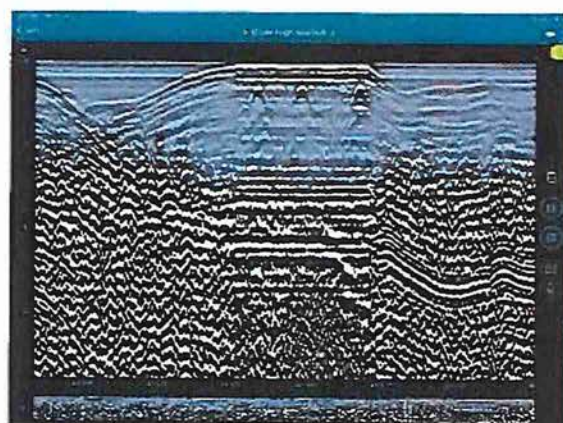
Loc. 5
Typical Rebar Pattern



Typical Rebar Pattern



Loc. 6
Typical Rebar Pattern

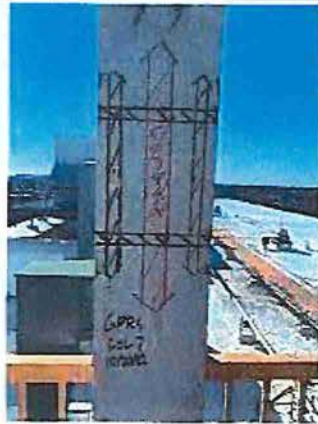


Typical Rebar Pattern

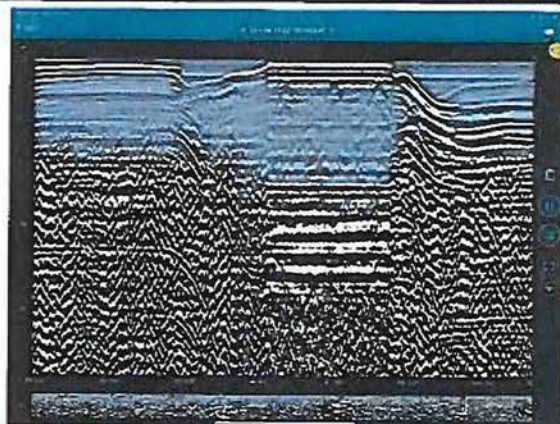
**SITE PHOTOS AND
GPR DATA**

**CONCRETE ANALYSIS REPORT
GUSTE HIGH RISE
NEW ORLEANS, LA**





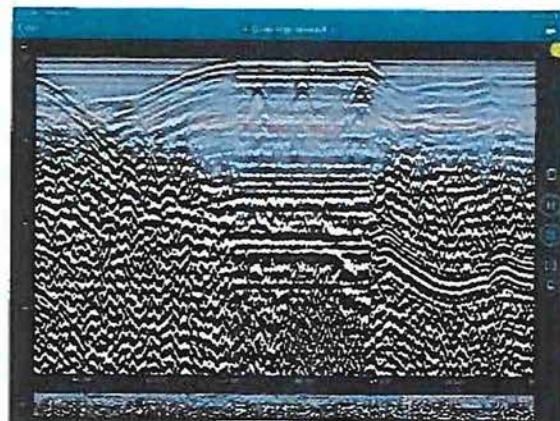
Loc. 7
Typical Rebar Pattern



Typical Rebar Pattern



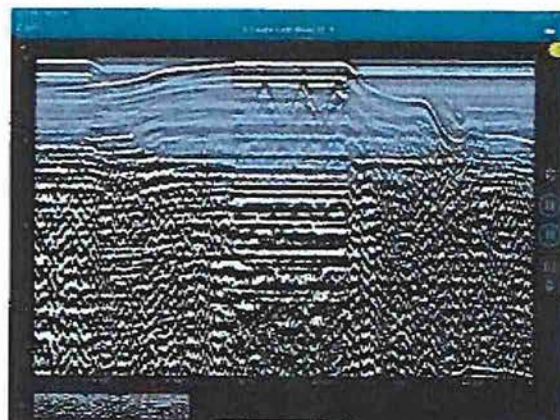
Loc. 8
Typical Rebar Pattern



Typical Rebar Pattern



Loc. 9
Typical Rebar Pattern



Typical Rebar Pattern

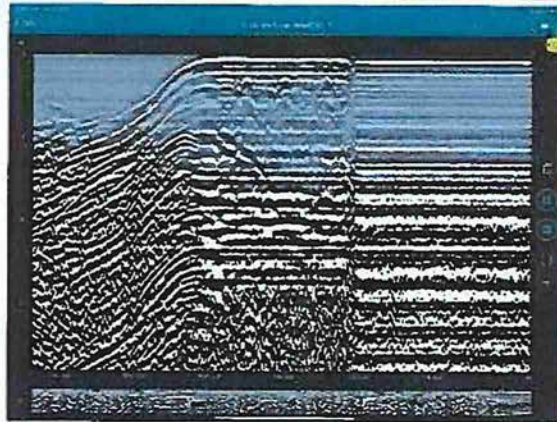
SITE PHOTOS AND
GPR DATA

CONCRETE ANALYSIS REPORT
GUSTE HIGH RISE
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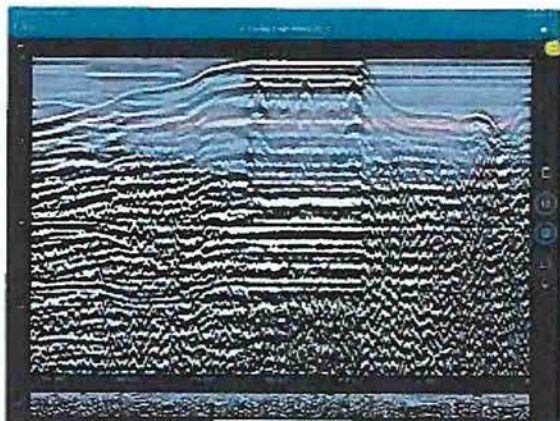
Loc. 10
Typical Rebar Pattern



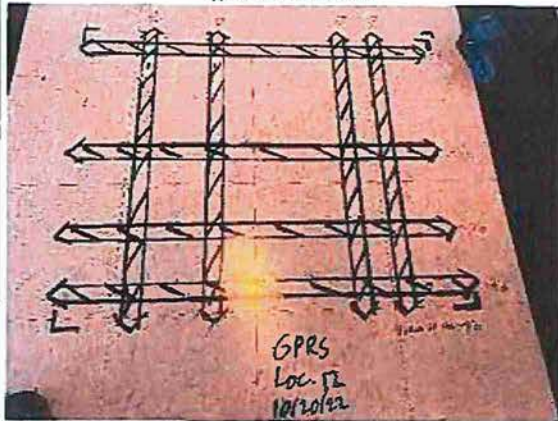
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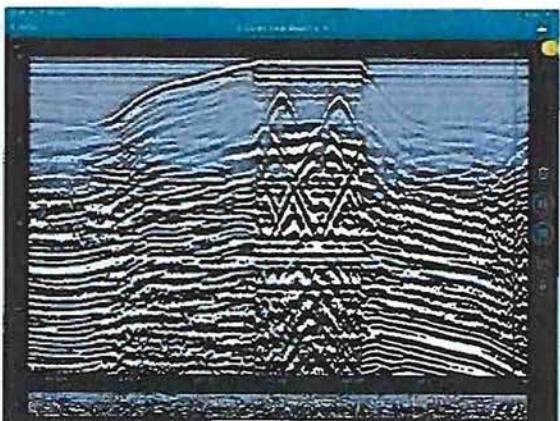
Loc. 11
Typical Rebar Pattern



Typical Rebar Pattern



Loc. 12
Typical Rebar Pattern

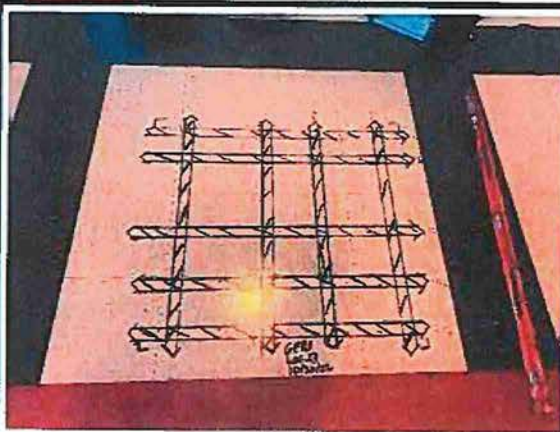


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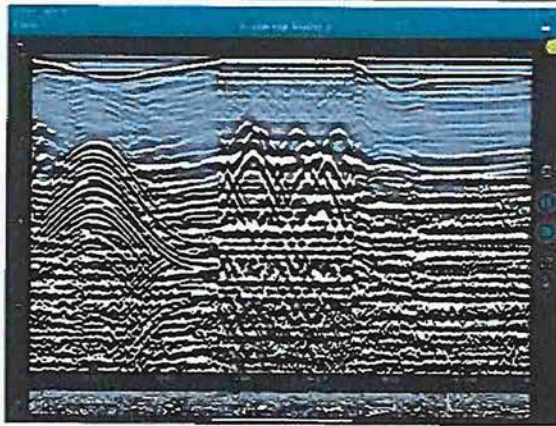
**SITE PHOTOS AND
GPR DATA**

**CONCRETE ANALYSIS REPORT
GUSTE HIGH RISE
NEW ORLEANS, LA**

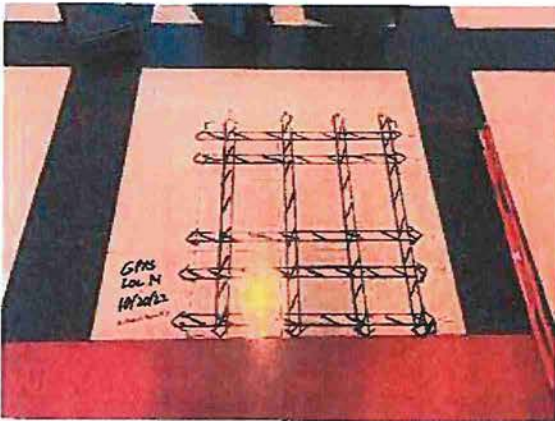




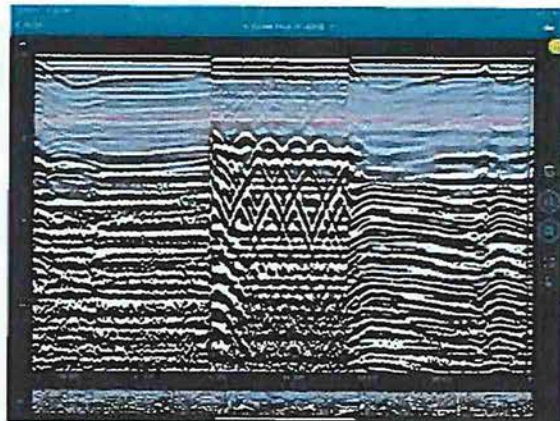
Loc. 13
Typical Rebar Pattern



Typical Rebar Pattern



Loc. 14
Typical Rebar Pattern



Typical Rebar Pattern

Typical PT Cable Pattern

SITE PHOTOS AND
GPR DATA

CONCRETE ANALYSIS REPORT
GUSTE HIGH RISE
NEW ORLEANS, LA





CLOSING

GPRS, Inc. has been in business since 2001, specializing in underground storage tank location, concrete scanning, utility locating, and shallow void detection for projects throughout the United States. Please visit our website (www.gprsinc.com) and contact any of the numerous references listed.

The results within this report are based on the field findings from the GPR investigation conducted. Based on the accessible areas scanned, GPRS believes the concrete contains reinforcing steel and other embedded objects within the areas scanned as indicated in the supporting GPR data presented within this report. It should be noted that GPRS's standard procedure is to over-mark an area to ensure the highest levels of safety. Additional exploration measures may be required in order to confirm or deny the presence of these anomalies and reactions (i.e. limited destructive testing).

GPRS appreciates the opportunity to offer our services, and we look forward to continuing to work with you on future projects. Please feel free to contact us for additional information or with any questions you may have regarding this GPR Investigation.

Respectfully submitted,
Ground Penetrating Radar Systems, Inc.

A handwritten signature in blue ink that reads "Scott M. Gardner". The signature is fluid and cursive.

Scott Gardner
Project Manager | Southeast Region
504.322.5794

A handwritten signature in blue ink that reads "Josh Gross". The signature is stylized and cursive.

Josh Gross
Area Manager | Southeast Region
504.402.3560

**Structural Assessment of
Guste High Rise Building**
The Housing Authority of New Orleans
New Orleans, Louisiana

**APPENDIX C:
DETAILED STRUCTURAL REPORT**

Prepared By:



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MORPHY, MAKOFSKY, INC.
CONSULTING ENGINEERS
336 N. Norman C. Francis Parkway
New Orleans, LA 70119
P:504/488-1317 F:504/488-0924
www.mmi-eng.com

Jamie L. Saxon
Jonathan A. Sofranko
H. Stephan Bernick

September 12, 2022

Mr. H. Davis Cole
H. Davis Cole & Associates, LLC
1340 Poydras Street, Suite 1850
New Orleans, LA 70112

RE: HANO Guste Senior Housing Complex
1301 Simon Bolivar Ave.

Dear Mr. Cole,

This letter report will provide the summary of our observations made during our site visits to the building. The site inspections consisted of the review of building. The purposed was to review all exposed structural items and look for signs of structural distress in architectural finishes that cover the structure.

The existing building is twelve stories tall. The main structure is cast in place concrete. The floor are a flat two way reinforced concrete slab supported by a grid of square concrete columns. The lateral resistance for the building is provided by reinforced concrete shear walls. The foundation consists of piles in groups under the columns and walls.

Our inspection consisted of a review of selected rooms, two in each wings of each floor. In addition to the rooms, we also reviewed the exterior balconies at each level. T the roof we review the various structures and penthouse framing. From the ground level we review all exposed columns and walls.

The intent of the inspections was to review all exposed structural members and looks for signs of distress or deterioration. Typically, at each floor level we could see column, beams and the underside of the floor slab.

At the roof level we did see some cracking of the concrete in the columns. This was minor and is easily repaired and sealed to prevent further problems. These cracks may have been cause by anchor placements that were too close to the edge. Or rusting of embedded steel plates. The structural steel platform supporting mechanical equipment was in good condition with no sign of deterioration.

At the elevated floor levels, 2 thru 12 we did not see any signs of deterioration or distress in the structural members. Similarly, we did not see any issues in the walls finishes that would indicate problems with concealed structural members. The concrete shear walls are in very good condition with no signs of cracking or settlement. We did observe a few areas that indicate water intrusion, This has typically resulted int eh deterioration of the painted surface.

At the first floor we see some cracking and spalling on the concrete columns. This was likely due to impacts during the service life of the building. Some of the concrete block infill areas are also suffered from impacts or at openings that that had been infilled.

Please do not hesitate to contact us if you have any questions or concerns.

Yours truly,

Morphy, Makofsky, Inc.

Jamie Saxon, P.E.

JLS/jt/prop/

ROOF:

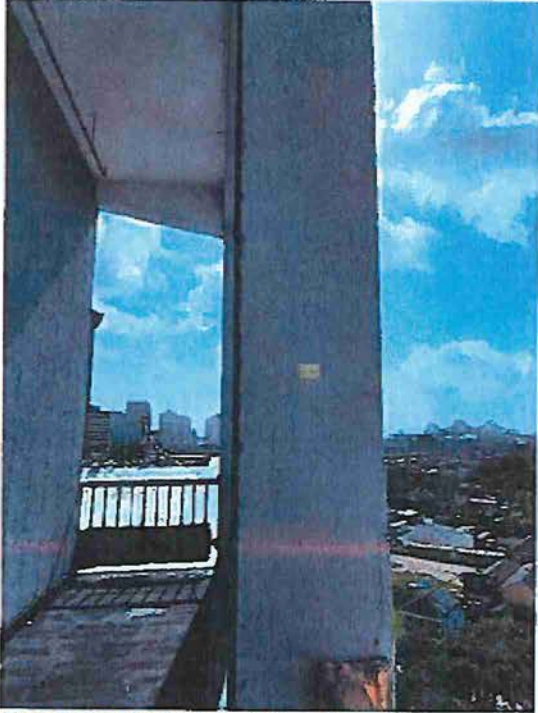


Photo 1: Roof level column, O-6, crack in column.

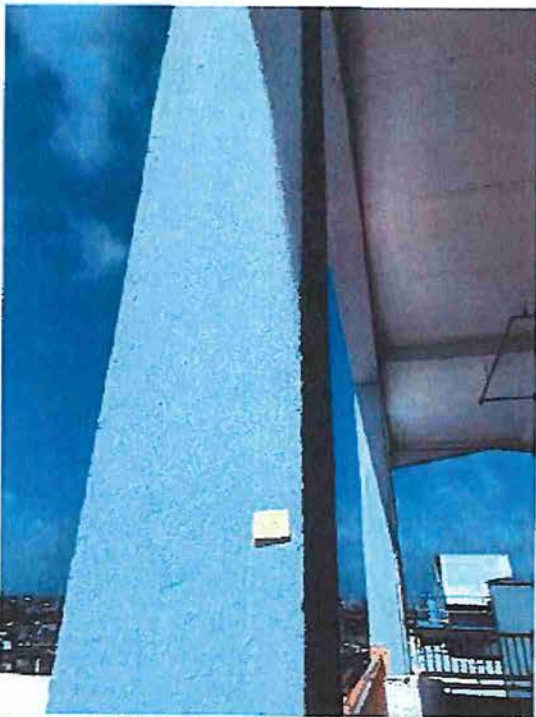


Photo 2: Roof level column, O-16, and penthouse roof.

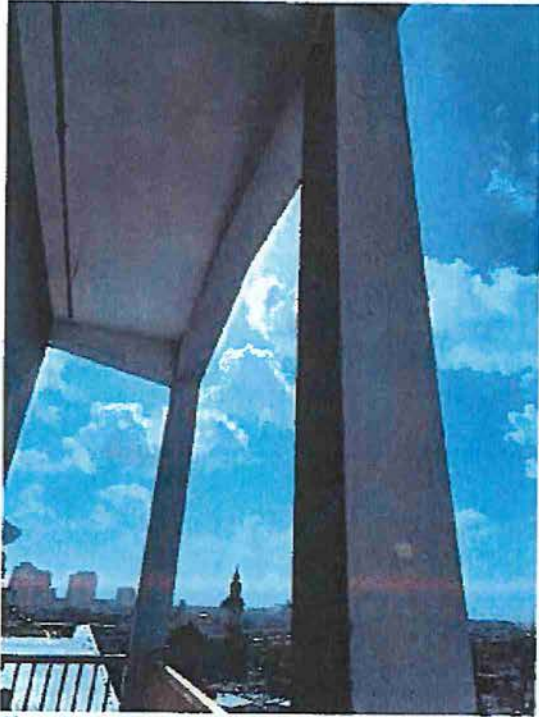


Photo 3: Roof level column, O-12, crack at top.



Photo 4: View of roofing replacement.



Photo 5: Roof level column, L-12, cracked.

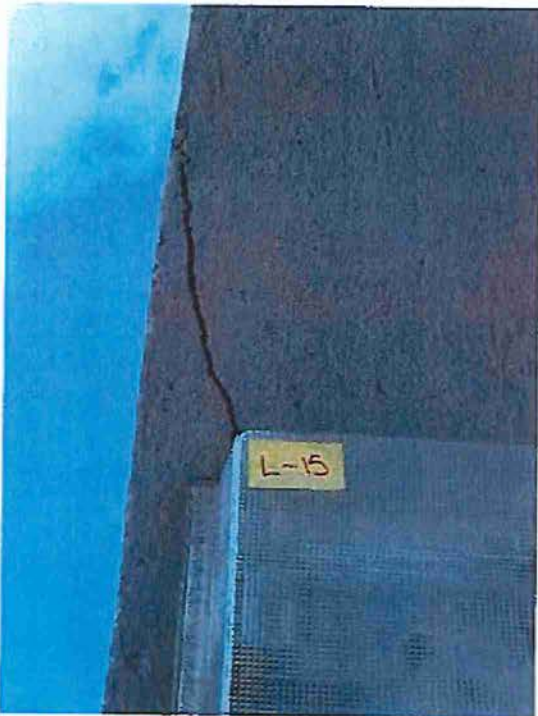


Photo 6: Roof level column, L-15, cracked.



Photo 7: Roof level column, O-15, cracked.

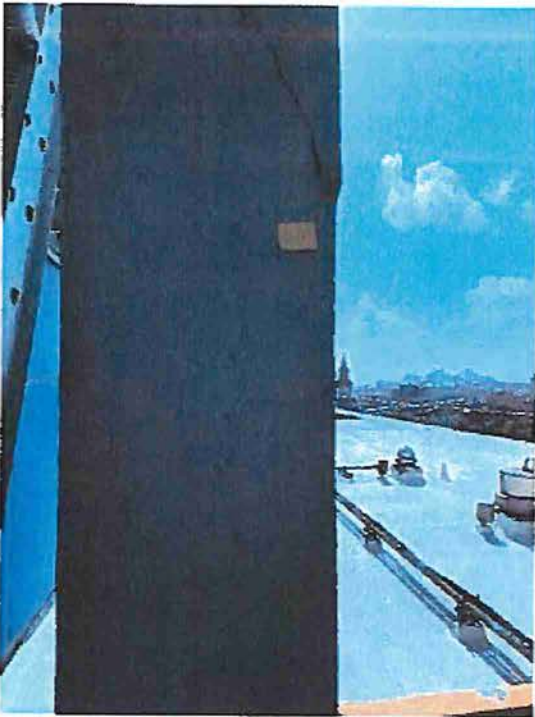


Photo 8: Roof level column, O-13, cracked.

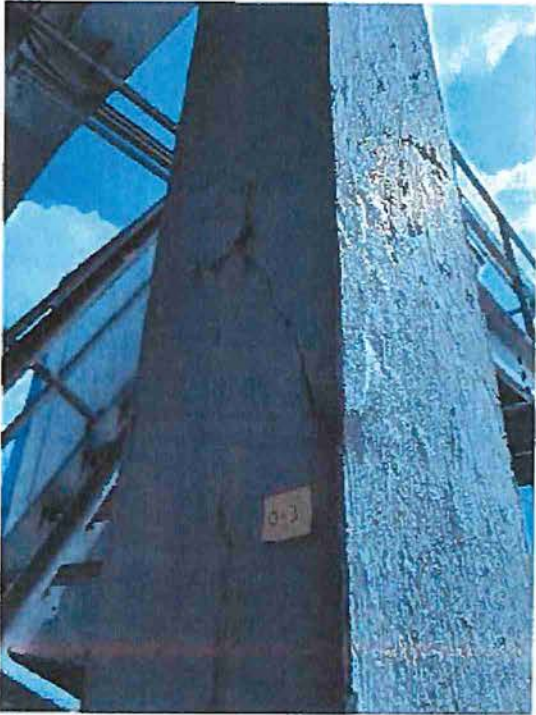


Photo 9: Roof level column, O-13, cracked, old repaired to be replaced.



Photo 10: Roof level column, N-15, cracked.

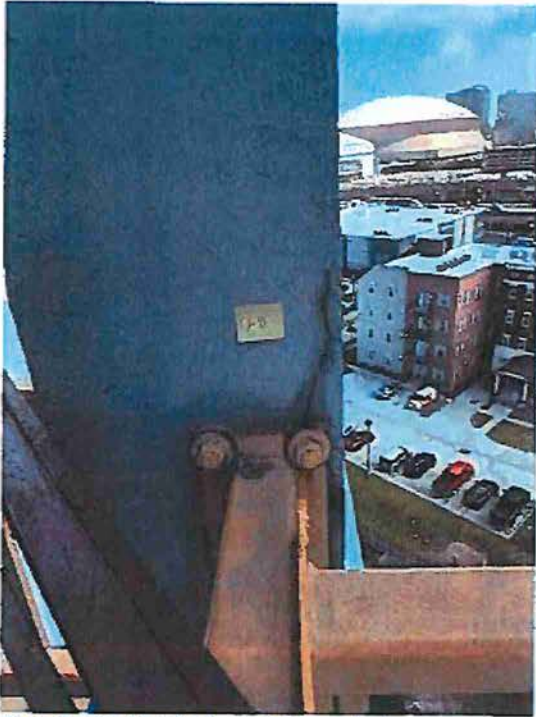


Photo 11: Roof level column, O-11, cracked column.

Ground Level:



Photo 12: Ground level column, O-7, water infiltration.



Photo 13: Ground level column, O-5, water infiltration.



Photo 14: Ground Level, exterior wall panel cracks at joint.



Photo 15: Ground level, cracks in wall panel.

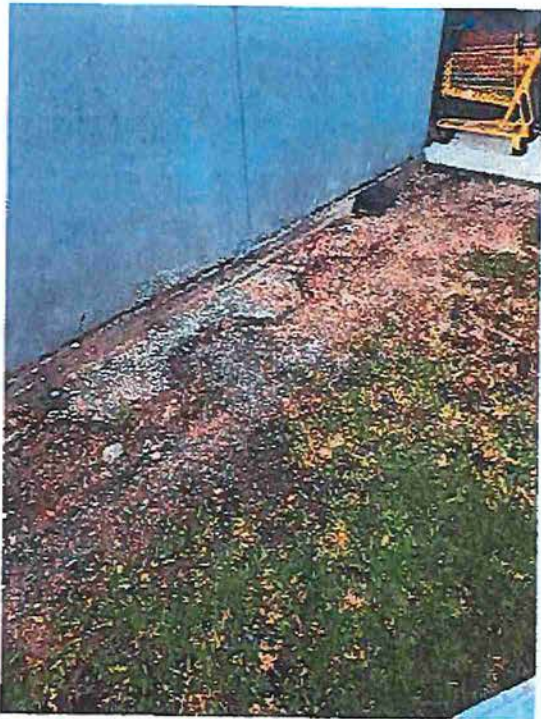


Photo 16: Ground level, spall at base of wall.

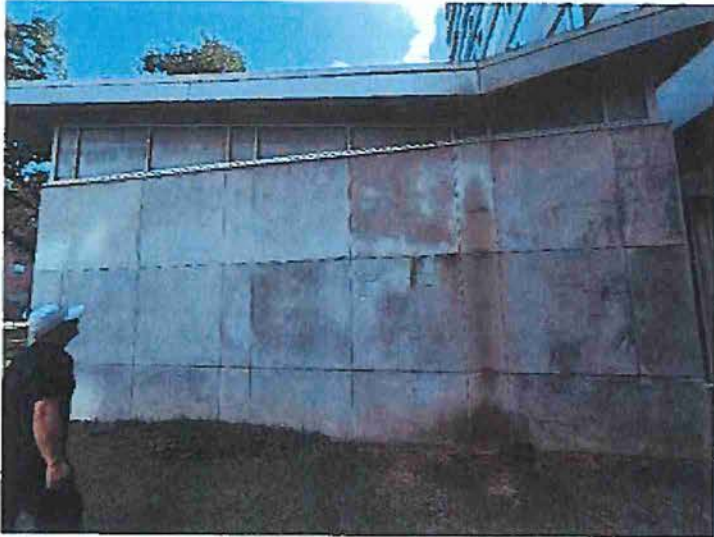


Photo 17: Ground level, cracking in wall panel



Photo 18: Ground level, crack in wall panel



Photo 19: Ground level, crack in wall panels.



Photo 20: round level spall in soffit panel.



Photo 21: Ground level, column O-16, joint sealant cracked.



Photo 22: Ground level, Column O-16, spalling skim coat.

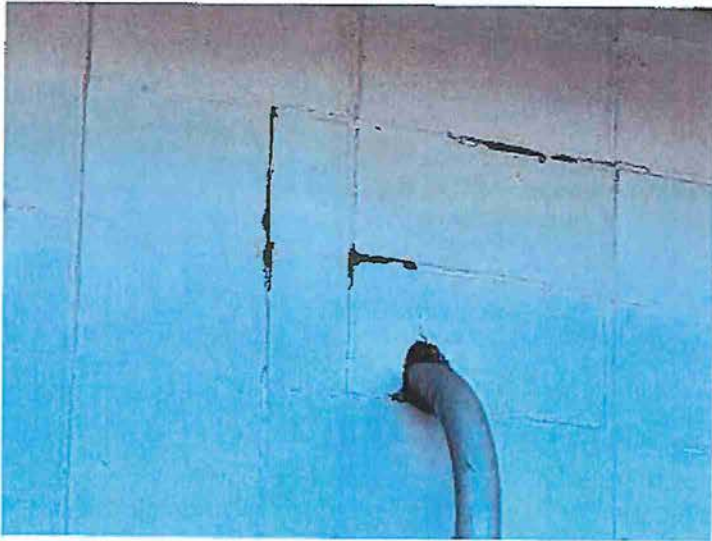


Photo 23: Ground level, poor masonry infill.



Photo 24: Ground level, Column L-23, old patch water infiltration.



Photo 25: Ground level, column L-6, spall.



Photo 26: Ground level, column L-2, spalling concrete.

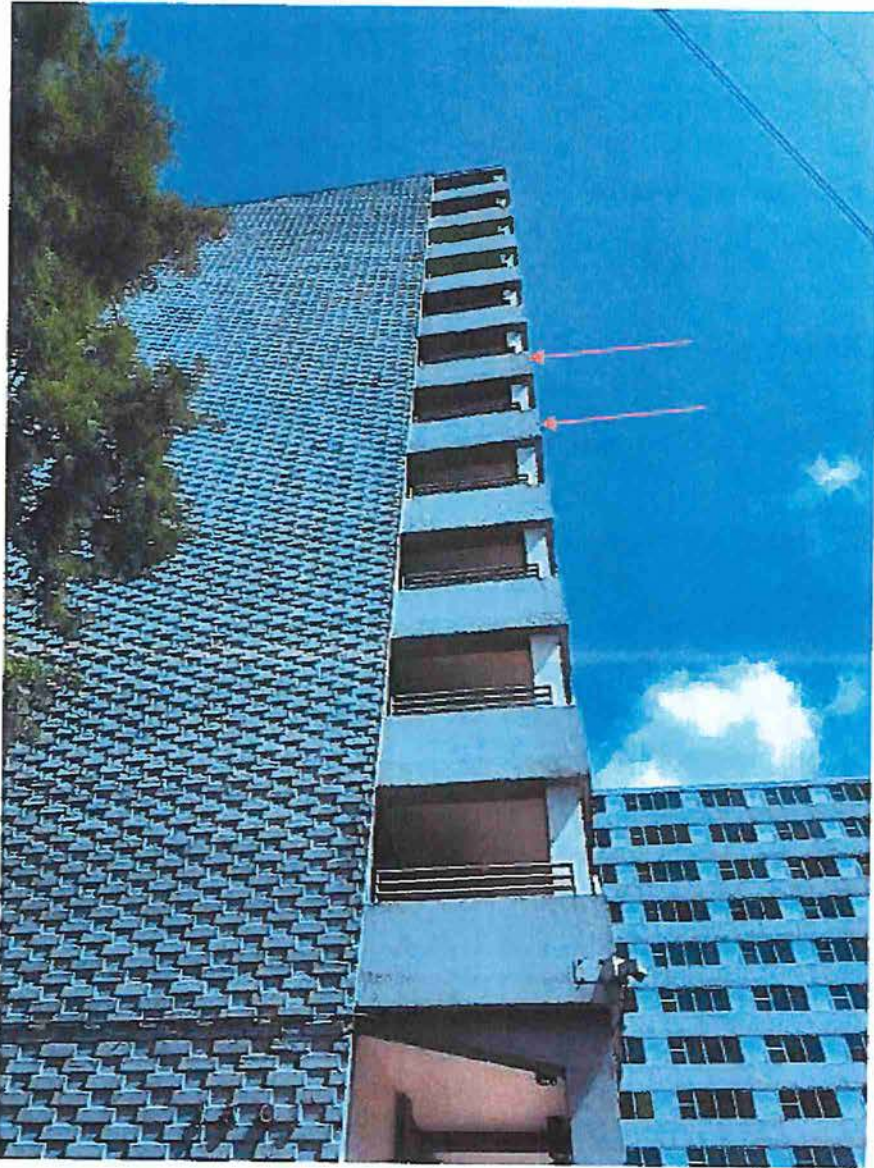


Photo 27: View from ground level, Column O-26 cracked concrete balcony knee wall at 6th and 7th floor.

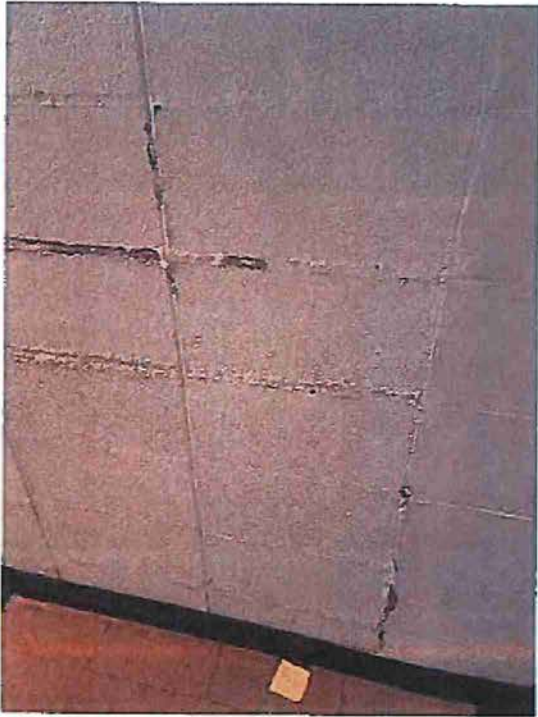


Photo 28: Interior 5th floor, opposite room 519, cmu wall with water infiltration issues.

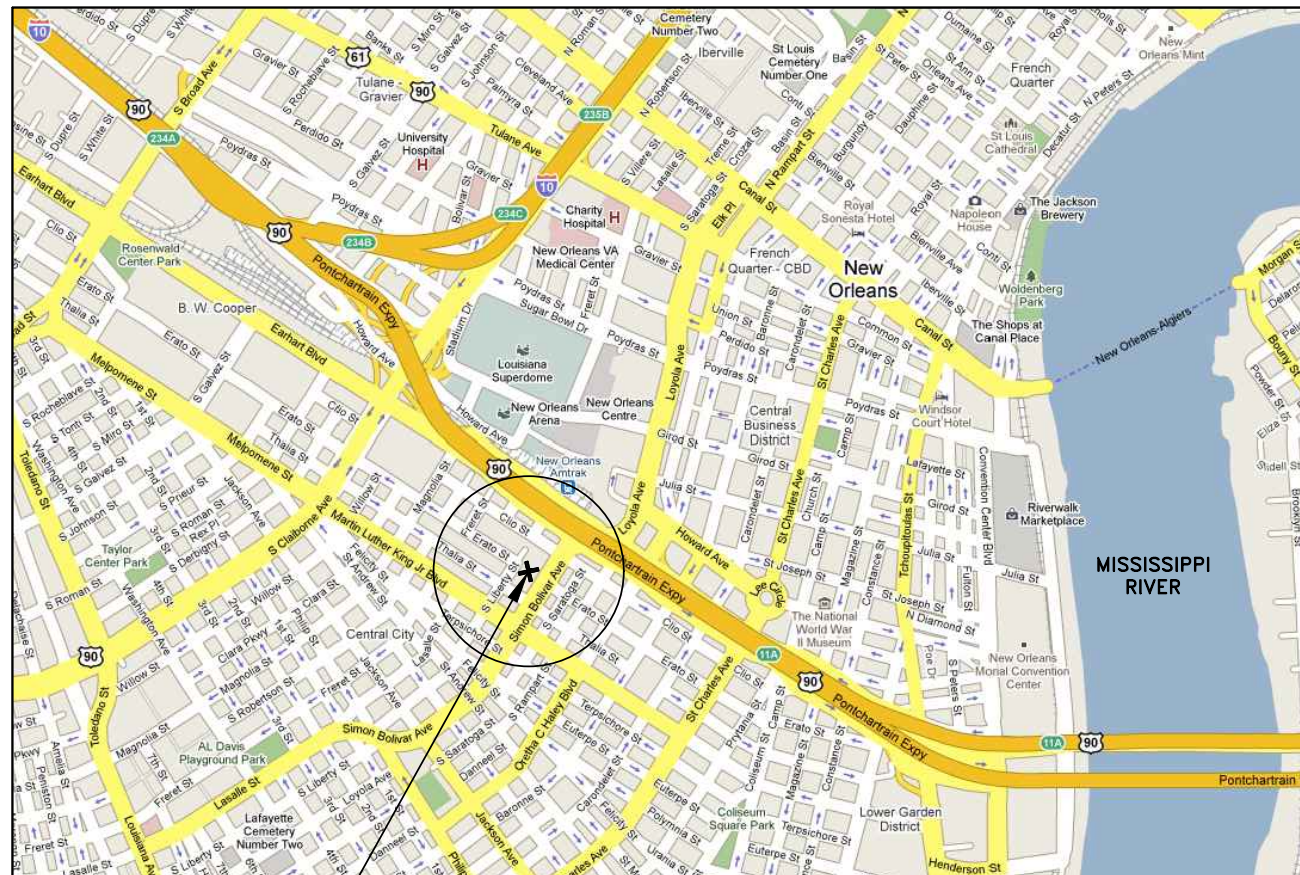


Photo 29: Interior room, water infiltration, flaking paint.

GUSTE HIGH-RISE 1301 SIMONE BOLIVAR AVE. NEW ORLEANS LOUISIANA IFB# XX-XXX-XX-X STRUCTURAL REPAIRS

ABBREVIATIONS

CLR.	CLEAR
CMU	CONCRETE MASONRY UNIT
CONC.	CONCRETE
DIM. PT.	DIMENSION POINT
EO	EDGE OF
E.F.	EXHAUST FAN
(E)	EXISTING
EX.	EXISTING
EXT.	EXTERIOR
F.F.	FINISH FLOOR
F.O.	FACE OF
FDN	FOUNDATION
GSM	GALVANIZED SHEET METAL
GB	GRAB BAR
HDG	HOT DIPPED GALVANIZED
LAV.	LAVATORY
MFG.	MANUFACTURER
MTL.	METAL
(N)	NEW
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O/	OVER
PTD	PAPER TOILET DISPENSER
PT	PRESSURE TREATED
RA.	RETURN AIR
RAG	RETURN AIR GRILLE
S.C.D.	SEE CIVIL DRAWINGS
S.A.M.	SELF ADHERING MEMBRANE
SIM	SIMILAR
STL	STEEL
STRL	STRUCTURAL
T.B.D.	TO BE DETERMINED
(TBR&R)	TO BE REMOVED AND REPLACED
TPD	TOILET PAPER DISPENSER
T&B	TOP AND BOTTOM
T.O.	TOP OF
(TYP)	TYPICAL
U	UNDERCUT
(UIP)	USE IN PLACE
W.C.S.T.	WOOD COMPOSITE SUBSTRATE TRIM



GUSTE HIGH-RISE
PROJECT LOCATION

LOCATION MAP

SHEET INDEX

G0.0	TITLESHEET
G1.0	GENERAL NOTES
A1.0	GUSTE HR SITE PLAN
A1.1	GUSTE HR 1ST FLOOR PLAN
A1.2	GUSTE HR ROOF PLAN
A2.0	GUSTE HR ELEVATION
A2.1	GUSTE HR ELEVATION
A3.0	PHOTOS
A3.1	PHOTOS
A4.0	CHASE ELEVATION AT CHASE
A4.1	CHASE CAP PLAN & DETAILS

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ECM PROJECT NO. 22462.11

FEB. 27, 2024

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GUSTE HIGH-RISE
STRUCTURAL REPAIRS
NEW ORLEANS
LOUISIANA
TITLESHEET

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 27, 2024
SCALE	AS SHOWN
JOB NO.	22462.11
SHEET NO.	G0.0
1 OF XX SHEETS	

THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME, OR UNDER MY CLOSE PERSONAL SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THEY COMPLY WITH ALL CITY AND STATE REQUIREMENTS. I WILL OBSERVE THE WORK.

BY: _____
REGISTRATION No: _____

GENERAL NOTES:

1. ALL WORK IS TO FOLLOW APPLICABLE CODE REQUIREMENTS.
2. WORK WILL BE PERFORMED IN AN OCCUPIED RESIDENTIAL FACILITY. CONTRACTOR SHALL PROVIDE PRECAUTIONS FOR SAFETY AND HEALTH CONCERNS OF THE RESIDENTS. ACCESS MUST BE MAINTAINED FOR ALL OCCUPANTS.
3. CONTRACTOR WORK SCHEDULE SHALL BE COORDINATED WITH GUSTE PERSONNEL.
4. SMOKING WITHIN THE BUILDING AND CAMPUS IS PROHIBITED.
5. CONTRACTOR TO MAINTAIN SAFE PATHS OF INGRESS AND EGRESS DURING ALL PHASES OF CONSTRUCTION.
6. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PERMITS AND PAYING ALL FEES RELATED TO PERMITS FOR THE PROJECTS.
7. ALL PRODUCTS, MATERIALS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND SPECIFICATIONS, IN COMPLIANCE WITH ALL APPLICABLE CODES AND WITHIN THE HIGHEST ACCEPTABLE COMMERCIAL TRADE STANDARDS, BY SKILLED, EXPERIENCED, TRAINED AND COMPETENT CRAFTSMAN. USE ONLY NEW MATERIALS UNLESS OTHERWISE NOTED TO BE REMOVED AND REINSTALLED. MATERIALS ARE TO BE USED FOR THE PURPOSE FOR WHAT THEY ARE DESIGNED AND INTENDED.
8. ALL ASPECTS OF JOB SAFETY ARE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PERFORM THE WORK IN A SAFE AND ORDERLY MANNER AVOIDING HAZARDOUS CONDITIONS. PROVIDE ALL NECESSARY TEMPORARILY SHORING, BRACING, BARRICADES AND PROTECTIVE BARRIERS AS REQUIRED TO INSURE SAFE EXECUTION OF CONSTRUCTION. ALL OSHA REQUIREMENTS ARE TO BE FOLLOWED.
9. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE SAFETY OF THE STRUCTURE, WORKERS AND THE GENERAL PUBLIC. NO STRUCTURAL MEMBER SHALL BE CUT OR MANIPULATED IN ANY WAY WITHOUT PRIOR APPROVAL. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNDER CONSTRUCTION AND FOR THE SAFETY OF WORKERS AND THE GENERAL PUBLIC.
10. ALL WORK AREAS SHALL BE KEPT NEAT, CLEAN AND SAFE AT ALL TIMES BY THE CONTRACTOR. TRASH OR DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE SITE. PREMISES SHALL BE KEPT NEAT AND CLEAN AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE TRASH CONTAINERS AND TRASH REMOVAL FROM THE PROPERTY. ALL WASTE SHALL BE PROPERLY AND LEGALLY DISPOSE OF.
11. ALL DIMENSIONS AND DRAWINGS RELATIVE TO EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO BIDDING. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF THE SAME. ANY DIFFERENCES DISCOVERED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE A/E FOR DETERMINATION.
12. ALL WORK WILL BE SUBJECT TO REVIEW, INSPECTION AND ACCEPTABLE OF THE OWNER AND A/E. CONTRACTOR SHALL NOTIFY THE A/E PRIOR TO THE CLOSURE OR COVERING OF ITEMS THAT MAY BE REQUIRED TO BE VERIFIED FOR FUTURE CLARIFICATION OF THE WORK. UNVERIFIED WORK WILL NOT BE ACCEPTED AS HAVING BEEN PERFORMED. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR UNVERIFIED WORK.
13. DURING THE BIDDING PERIOD, ANY DISCREPANCIES, CONFLICTS, AND/OR QUESTIONS OF INTERPRETATIONS IN THE DRAWINGS OR SPECIFICATIONS SHALL BE SUBMITTED TO THE A/E PROMPTLY FOR CLARIFICATION. THE A/E WILL ISSUE WRITTEN ADDENDA TO THE BIDDERS CLARIFYING SUCH MATTERS. THE A/E WILL NOT BE RESPONSIBLE FOR VERBAL INSTRUCTIONS. NO ALLOWANCES SHALL BE MADE AFTER THE BID OPENING FOR MISUNDERSTANDING ON THE PART OF THE CONTRACTOR. IT SHALL BE HELD THAT ALL BIDDERS HAVE EXAMINED ALL DRAWING/DOCUMENTS AND THE SITE FOR PROPER COMPREHENSION OF THE WORK.
14. CONTRACTOR IS TO VISIT THE SITE PRIOR TO BIDDING AND REVIEW ALL CONDITIONS RELEVANT TO THE REQUIRED REPAIRS PRIOR TO BIDDING. THE CONTRACTOR WILL BE RESPONSIBLE TO VERIFY ALL QUANTITIES AND DIMENSIONS IN THE FIELD.
15. CONTRACTOR TO VERIFY ALL BUILDING DIMENSIONS PRIOR TO BIDDING.
16. CONTRACTOR TO VERIFY ACCESS TO SITE FOR CONDUCTING WORK PRIOR TO BIDDING.
17. CONTRACTOR IS TO PROTECT ALL ADJACENT BUILDINGS, PARTS OF THE BUILDING, CARS, PAVED SURFACES.
18. ANY LEAD BASED PAINT (LBP) AND ASBESTOS CONTAINING MATERIAL (ACM) ABATEMENT WILL BE PROVIDED BY SEPERATE CONTRACT. IT WILL NOT BE PROVIDED BY THIS CONTRACT.
19. CONTRACTOR TO SECURE THE WORK PORTIONS OF THE SITE UNTIL WORK IS COMPLETED AND ACCEPTED BY THE OWNER.
20. TREES AND LANDSCAPING ARE TO BE PROTECTED FROM TRUNK AND ROOT DAMAGE.
21. BEFORE STARTING WORK OPERATIONS CONTRACTOR TO LOCATE AND SAFELY CONTROL ALL UTILITIES.
22. CONTRACTOR IS TO REVIEW AND COMPLY WITH REQUIREMENTS OF ENVIRONMENTAL TESTING REPORTS FOR EACH SUBJECT BUILDING AND ADJACENT AREA PRIOR TO PROCEEDING WITH ANY WORK. THE REPORT IS AVAILABLE FROM THE ARCHITECT.
23. CONTRACTOR SHALL FOLLOW ALL SAFETY REQUIREMENTS AT THE SITE CONFORMING TO OSHA AND ANY STATE AND LOCAL REQUIREMENTS.
24. CONTRACTOR TO PROVIDE TO OWNER ARCHITECT DOCUMENTATION OF ANY PRE-EXISTING DAMAGE. DOCUMENTATION TO INCLUDE SITE PLAN, PHOTOS, CLEARLY INDICATING LOCATIONS OF ITEMS.
25. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY MEASURES AND IS RESPONSIBLE TO COMPLY WITH ALL SAFETY REQUIREMENTS.
26. CONTRACTOR TO REPORT TO OWNER/SECURITY AT START OF DAY.
27. CONTRACTOR TO REPORT TO OWNER/SECURITY AT END OF DAY.
28. ALL ACCESS TO BE COORDINATED WITH OWNER/SECURITY.
29. CONTRACTOR TO COORDINATE ACCESS AND WORK SCHEDULE W/ OWNER 24HRS. IN ADVANCE.
30. COORDINATE W/ OWNER ON A DAILY BASIS FOR BLDG. ACCESS AND WORK FLOW.

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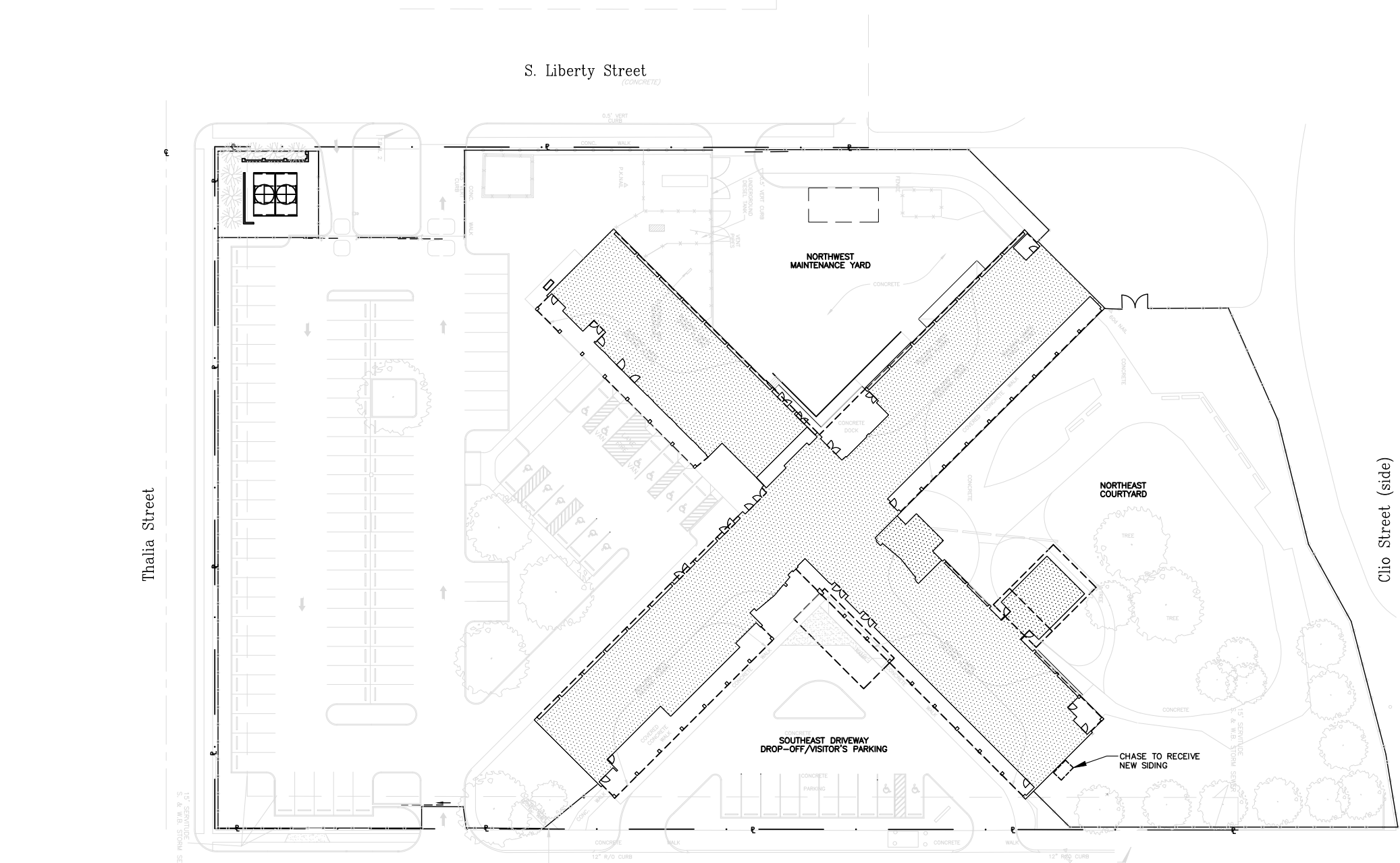
GUSTE HIGH-RISE
STRUCTURAL REPAIRS
NEW ORLEANS

LOUISIANA

GENERAL NOTES

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2 OF XX SHEETS




LEGEND

 EXISTING BUILDING FOOTPRINT

1 SITE PLAN

SCALE: N.T.S.



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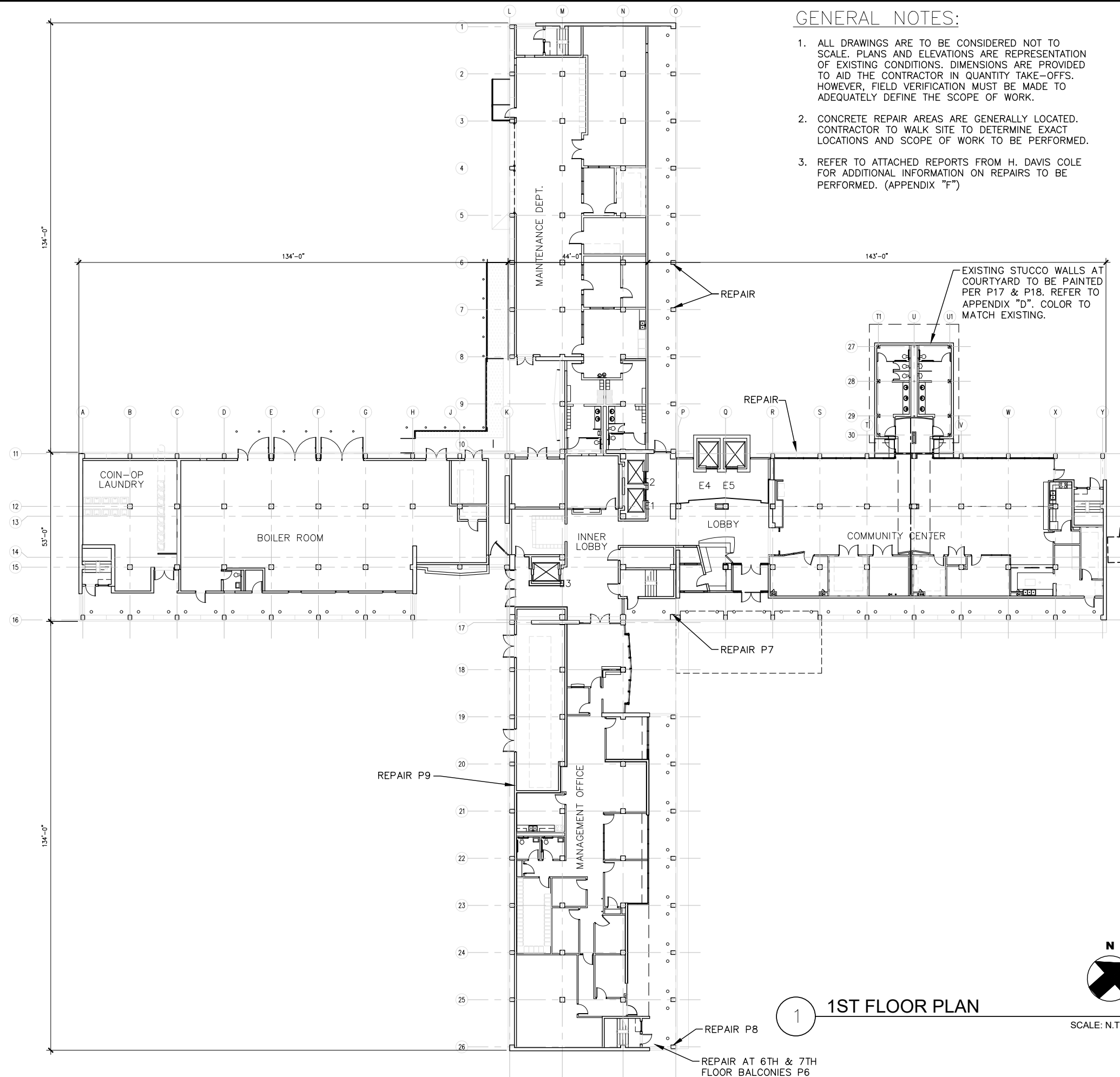
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GUSTE HIGH-RISE
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 NEW ORLEANS, LOUISIANA
 SITE PLAN

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DATE	FEB. 27, 2024
SCALE	AS SHOWN
JOB NO.	22462.11
SHEET NO.	A1.0

3 OF XX SHEETS



GENERAL NOTES:

1. ALL DRAWINGS ARE TO BE CONSIDERED NOT TO SCALE. PLANS AND ELEVATIONS ARE REPRESENTATION OF EXISTING CONDITIONS. DIMENSIONS ARE PROVIDED TO AID THE CONTRACTOR IN QUANTITY TAKE-OFFS. HOWEVER, FIELD VERIFICATION MUST BE MADE TO ADEQUATELY DEFINE THE SCOPE OF WORK.
2. CONCRETE REPAIR AREAS ARE GENERALLY LOCATED. CONTRACTOR TO WALK SITE TO DETERMINE EXACT LOCATIONS AND SCOPE OF WORK TO BE PERFORMED.
3. REFER TO ATTACHED REPORTS FROM H. DAVIS COLE FOR ADDITIONAL INFORMATION ON REPAIRS TO BE PERFORMED. (APPENDIX "F")

1 1ST FLOOR PLAN



SCALE: N.T.S.

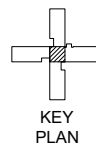
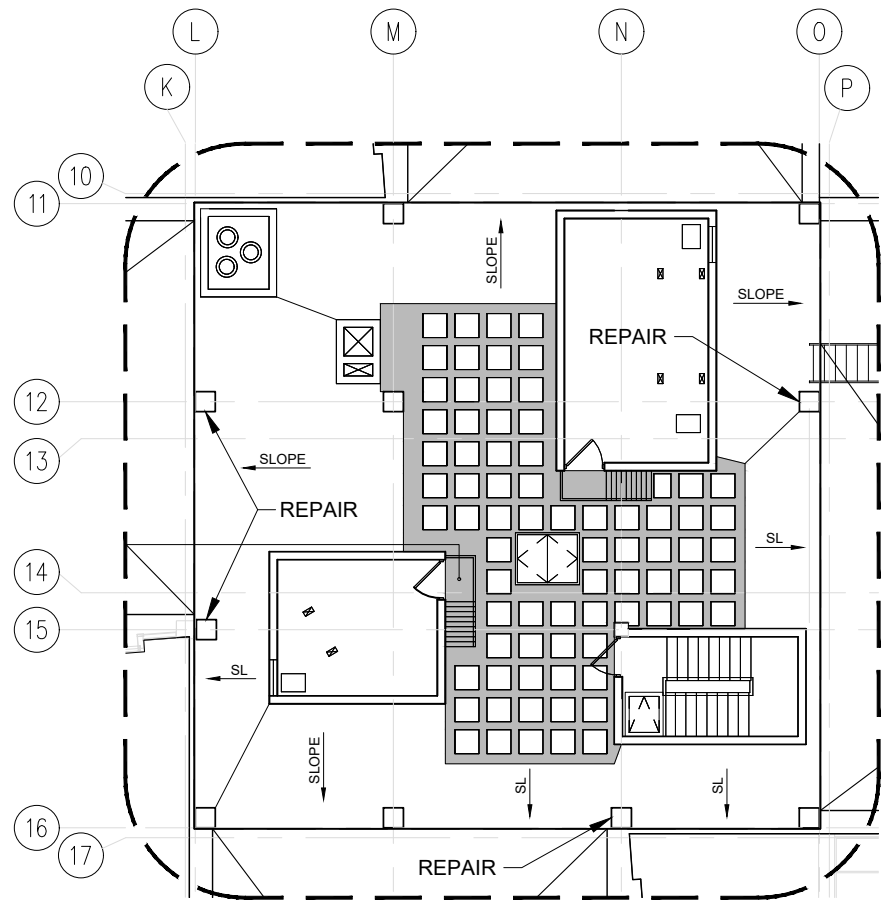
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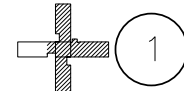
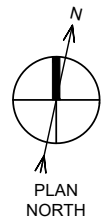
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GUSTE HIGH-RISE
 STRUCTURAL REPAIRS
 NEW ORLEANS, LOUISIANA
 1ST FLOOR PLAN

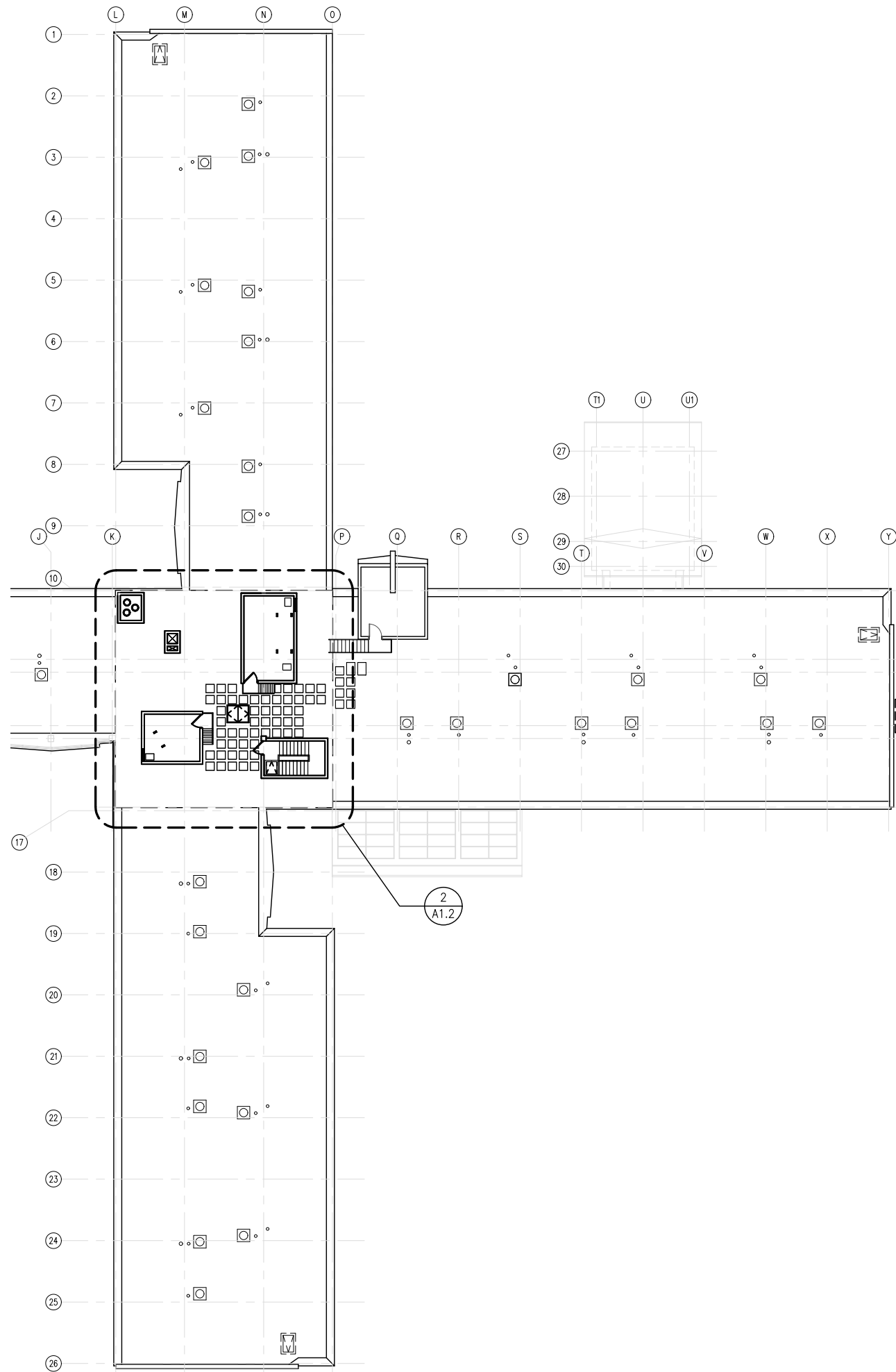
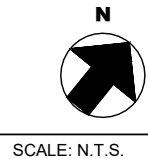
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4 OF XX SHEETS	



2 ENLARGED PLAN AT BLDG. CORE
 A1.2 A1.2 REFER TO P1 THRU P5 FOR EXAMPLES OF REPAIR.
 SCALE: 1/8" = 1'-0"



1 ROOF PLAN



CHASE TO RECEIVE NEW METAL SIDING AND NEW STAINLESS STEEL ROOF CAP P10 THRU P16. REFER TO APPENDIX "E" FOR TYPE OF PANEL TO BE PROVIDED.

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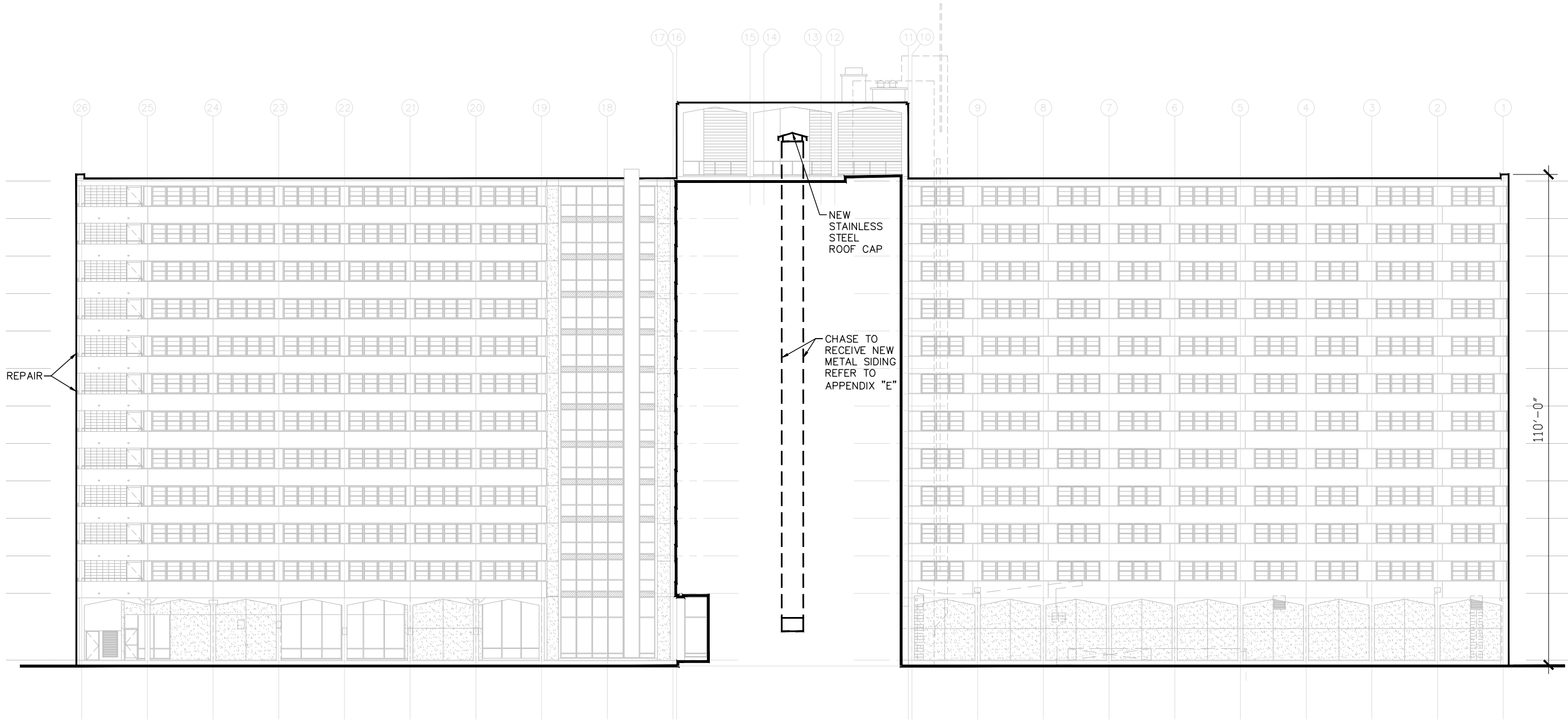
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GUSTE HIGH-RISE STRUCTURAL REPAIRS
 NEW ORLEANS, LOUISIANA
 ROOF PLAN

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SCALE	AS SHOWN
JOB NO.	22462.11
SHEET NO.	A1.2
5 OF XX SHEETS	

REVISIONS	BY

GENERAL NOTES:
 1. ELEVATION IS A REPRESENTATION OF THE EXISTING BUILDING. CONTRACTOR TO CONFIRM ALL LOCATIONS AND DIMENSIONS AT THE SITE.



1 EAST ELEVATION
 SCALE: N.T.S.

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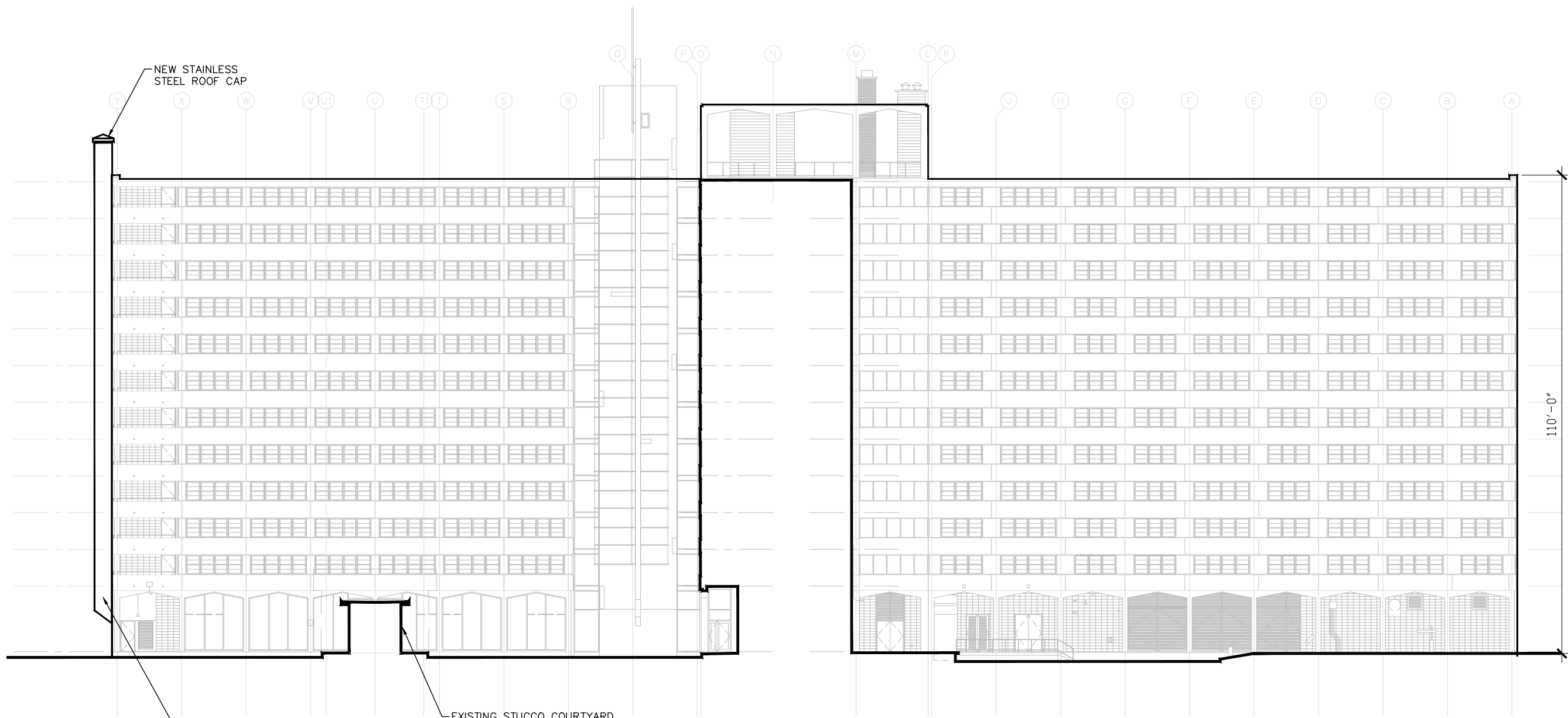
GUSTE HIGH-RISE
 STRUCTURAL REPAIRS
 NEW ORLEANS, LOUISIANA
 EAST ELEVATION

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SHEET NO.	A2.0
6 OF XX SHEETS	

REVISIONS	BY

GENERAL NOTES:

- ELEVATION IS A REPRESENTATION OF THE EXISTING BUILDING. CONTRACTOR TO CONFIRM ALL LOCATIONS AND DIMENSIONS AT THE SITE.



1 NORTH ELEVATION

SCALE: N.T.S.

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GUSTE HIGH-RISE
 STRUCTURAL REPAIRS
 NEW ORLEANS, LOUISIANA
 NORTH ELEVATION

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P1 ROOF COLUMN REPAIR



P2 ROOF COLUMN REPAIR



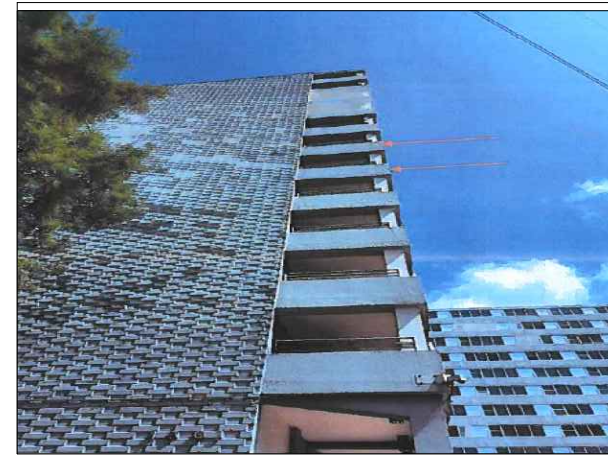
P3 ROOF COLUMN REPAIR



P4 ROOF COLUMN REPAIR



P5 ROOF COLUMN REPAIR



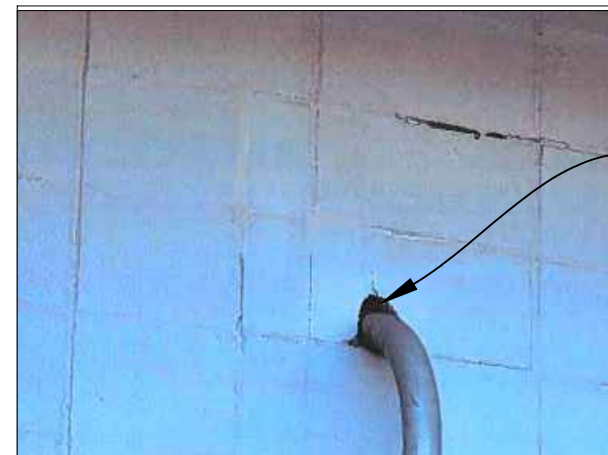
P6 BALCONY REPAIR



P7 GROUND LEVEL REPAIR



P8 GROUND LEVEL REPAIR



P9 GROUND LEVEL REPAIR

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GUSTE HIGH-RISE STRUCTURAL REPAIRS
 NEW ORLEANS, LOUISIANA
 PHOTOS

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P10 VIEW OF CHASE



P11 VIEW OF CHASE PANEL



P12 VIEW OF SHEET METAL CAP



P13 CHASE OVERLAP AT ROOF



P14 VIEW OF STAINLESS STEEL CAP @ ANOTHER CHASE



P15 DETAIL VIEW OF S.S. CAP



P16 CORNER DETAIL @ S.S. CORNER



P17 COURTYARD ADDITION TO BE PAINTED



P18 COURTYARD ADDITION TO BE PAINTED

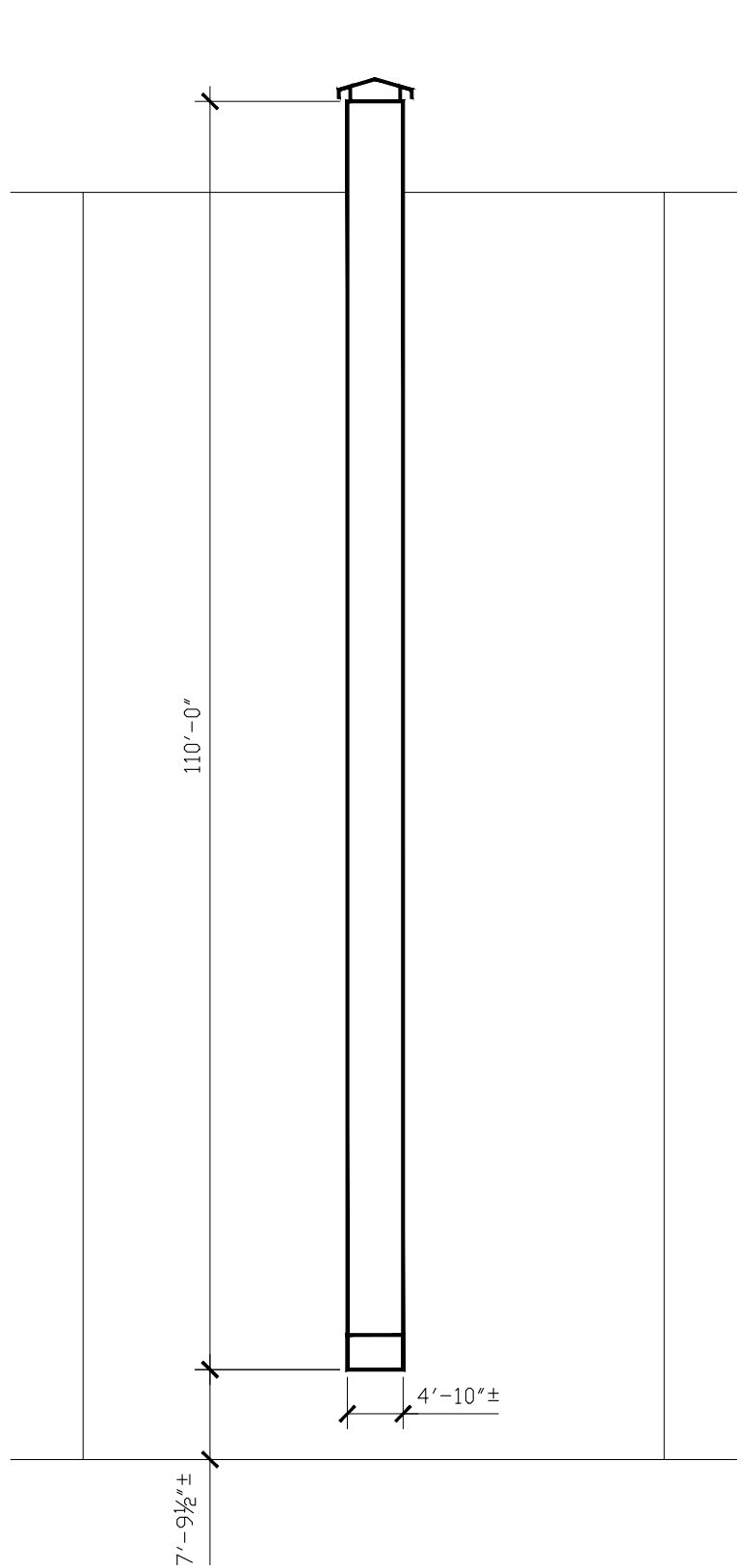
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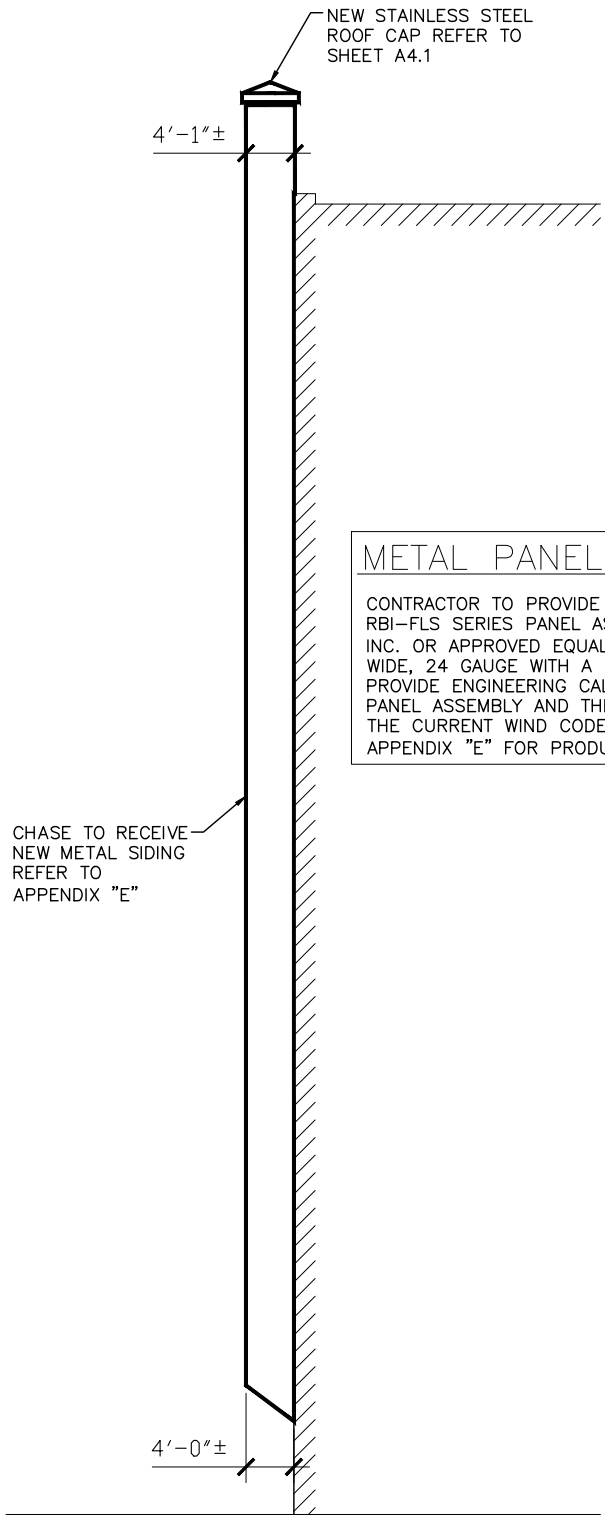
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GUSTE HIGH-RISE
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 9 OF XX SHEETS

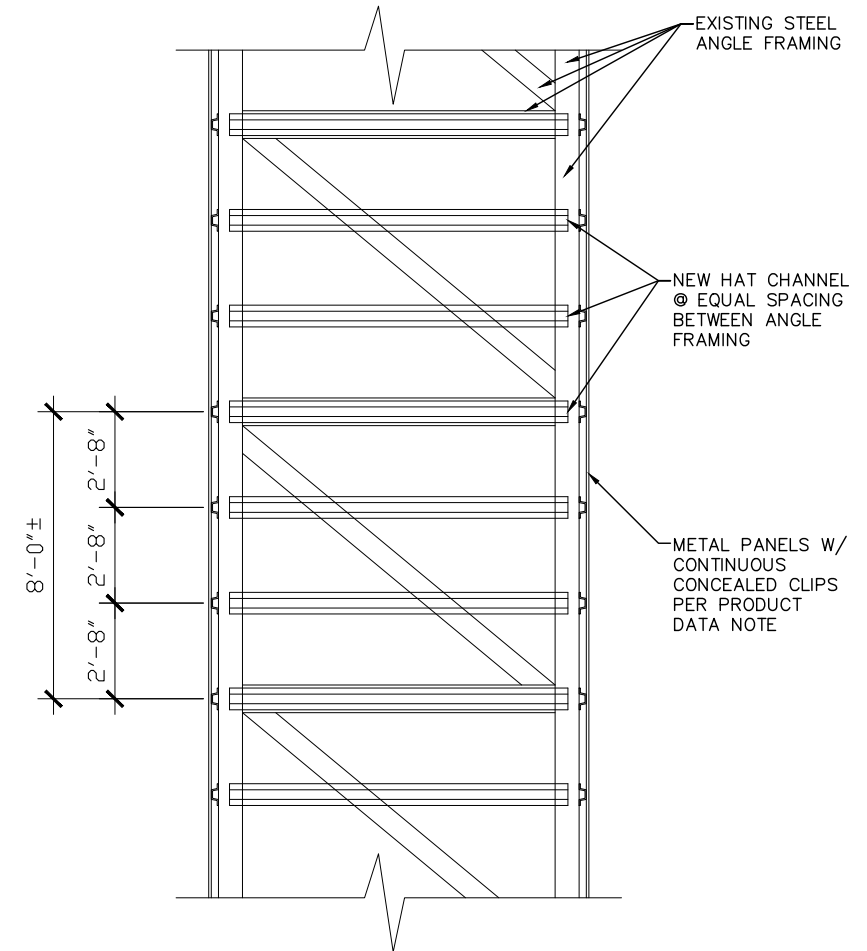


1 CHASE ELEVATION - FRONT
SCALE: N.T.S.

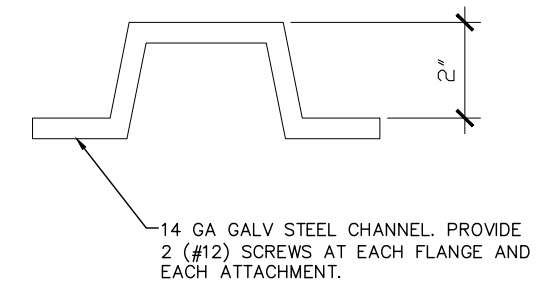


2 CHASE ELEVATION - SIDE
SCALE: N.T.S.

METAL PANEL NOTES:
CONTRACTOR TO PROVIDE METAL PANELS AT CHASE PER RBI-FLS SERIES PANEL AS MANUFACTURED BY RAY BROS INC. OR APPROVED EQUAL. PANELS TO BE 14" TO 18" WIDE, 24 GAUGE WITH A KYNAR FINISH. CONTRACTOR TO PROVIDE ENGINEERING CALCULATIONS TO DETERMINE THE PANEL ASSEMBLY AND THE ASSOCIATED FASTENERS MEET THE CURRENT WIND CODE REQUIREMENTS. REFER TO APPENDIX "E" FOR PRODUCT DATA.



3 FRAMING ELEV. OF CHASE
SCALE: N.T.S.



4 HAT CHANNEL DETAIL
SCALE: N.T.S.

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NEW ORLEANS
GUSTE HIGH-RISE
STRUCTURAL REPAIRS
LOUISIANA
CHASE ELEVATION @ CHASE

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SHEET NO.
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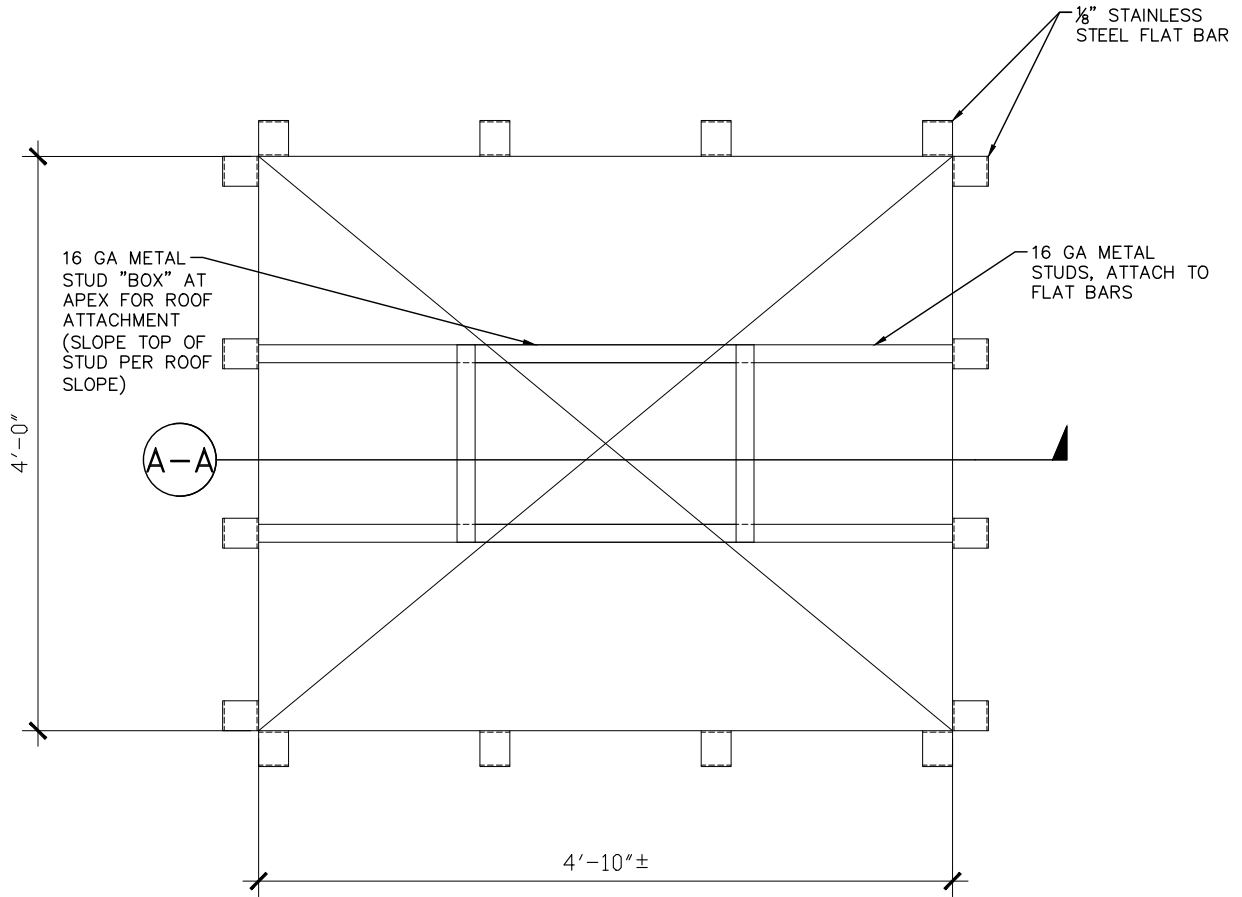
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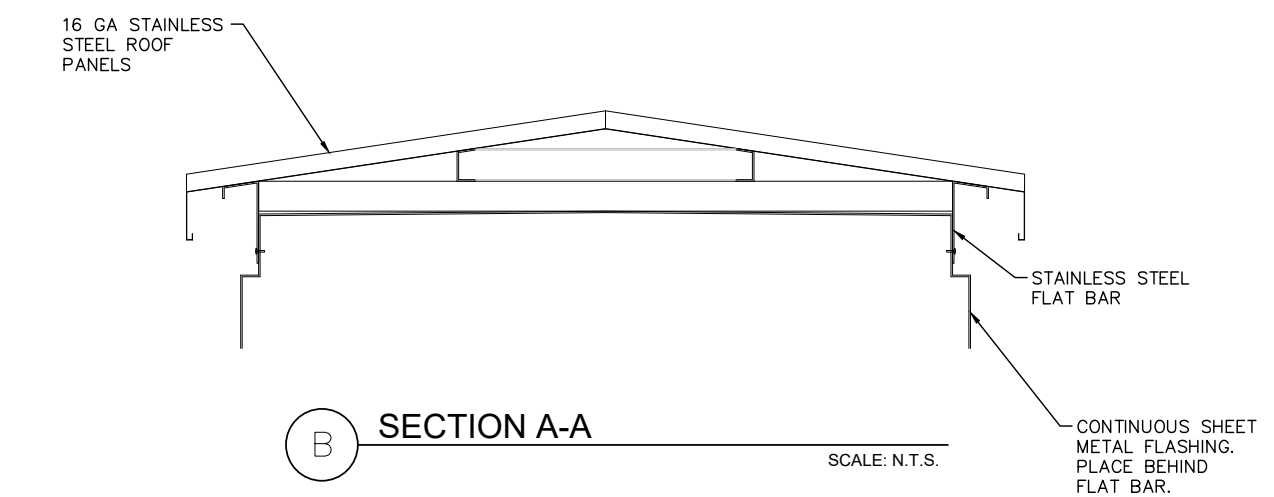
GUSTE HIGH-RISE
 STRUCTURAL REPAIRS
 NEW ORLEANS
 LOUISIANA
 CHASE CAP PLAN & DETAILS

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 27, 2024
SCALE	AS SHOWN
JOB NO.	22462.11
SHEET NO.	A4.1

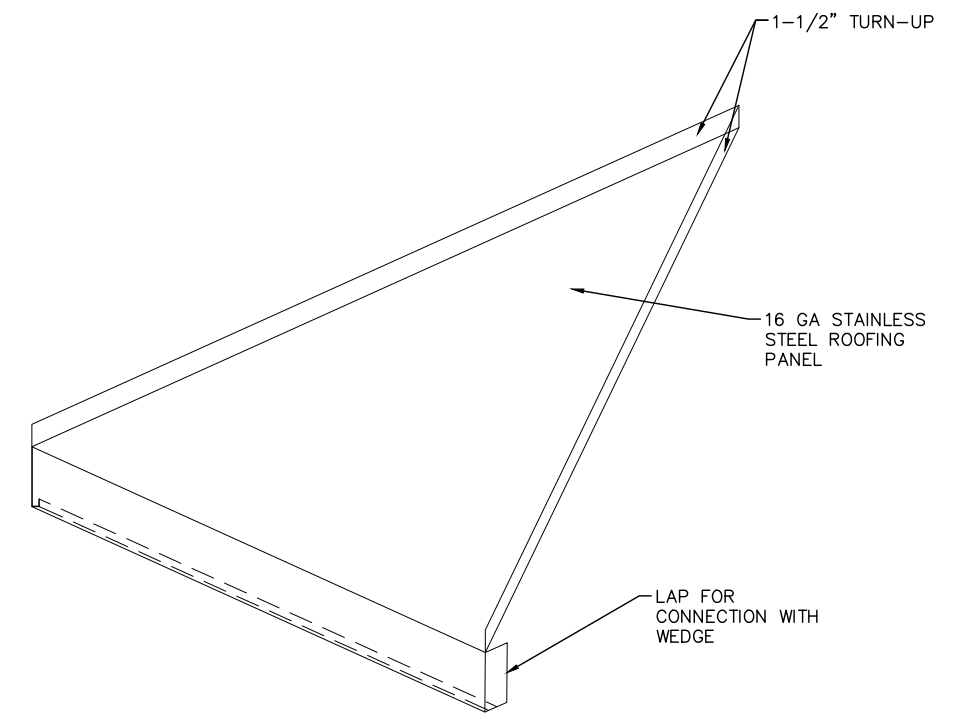
11 OF XX SHEETS



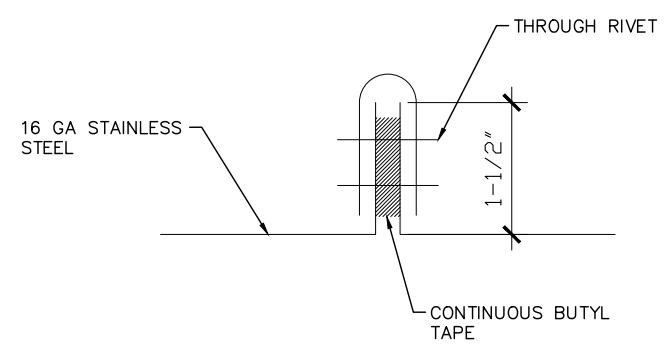
A FRAMING PLAN FOR CHASE CAP
 SCALE: N.T.S.



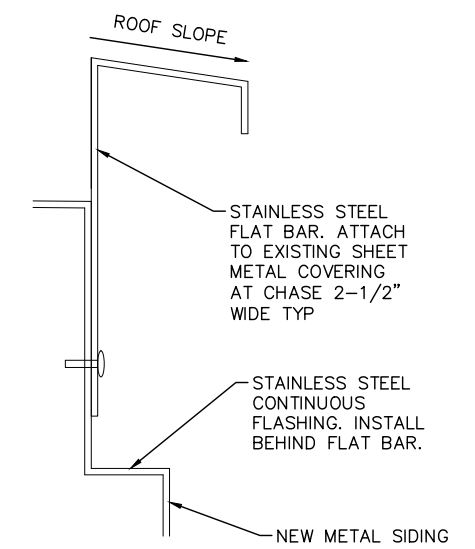
B SECTION A-A
 SCALE: N.T.S.



1 TYP. STAINLESS STEEL "WEDGE"
 SCALE: N.T.S.



2 TYP. JOINT DETAIL
 SCALE: N.T.S.



3 TYP. EAVE DETAIL
 SCALE: N.T.S.

INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

“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, 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.
- 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 Fax: 504-286-8224



TABLE OF CONTENTS FOR ATTACHMENTS

IFB Attachment	Description
A	Form of Bid
B	Profile of Firm Form
C	Supplemental Conditions
D	Acknowledgement of Addenda
E	Certification of Non-Exclusion
F	E-Verification Affidavit
G	Sample Bid Bond
H	Performance and Payment Bond Sample Form
I	HUD-5369-A
I-1	Form SF-LLL Disclosure of Lobbying Activities
I-2	Form HUD-50071 (01/14), Certification of Payments to Influence Federal Transactions
I-3	Form HUD-50070 (01/14), Certification for a Drug-Free Workplace
J	HUD 5369
K	Non-Collusive
L	Corporate Resolution Sample
M	Vendor Registration Form
N	Section 3 Business Preference Document
O	Davis Bacon Wage Rates
P	Statement of Bidder's Qualifications
Q	Entry of Proposed Fees

IFB Attachment A (Form of Bid)



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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 (One original and Three copies of each bid, including one with original signatures)
_____	1 Form of Bid (Attachment A)
_____	2 Form HUD-5369-A (Attachment I)
_____	3 Form SF-LLL (Disclosure of Lobbying Activities (Attachment -I-1)
_____	4 Form HUD-50071 (Certification of Payments to Influence Federal Transactions (Attachment I-2)
_____	5 Form HUD-50070 – (Certification of a Drug-Free Workplace (Attachment I-3)
_____	6 Profile of Firm Form (Attachment B)
_____	7 Entry of Proposed Fees (Louisiana Uniform Public Work Bid Form (Attachment Q)
_____	8 Acknowledgment of Addenda (Attachment D)
_____	9 Equal Employment Opportunity Statement/Supplier Diversity (EEO Statement on Company Letterhead)
_____	10 Certification of Contractor Non-Exclusion (Attachment E)
_____	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 (Attachment N)
_____	13 Statement of Bidder’s Qualifications (Attachment P)
_____	14 Vendor Registration Form (Attachment M)
_____	15 Corporate Resolution (Attachment L)
_____	16 Core List of Employees
_____	17 Bid Bond, no less than 5% of base bid amount (Attachment G-sample)

SECTION 3 STATEMENT

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

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

Profile of Firm Form



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

PROFILE OF FIRM FORM
(Attachment B)

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. 24-912-17 Structural Repairs at Guste High Rise

PROFILE OF FIRM FORM
(Attachment B)

(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 C 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 Section I:

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 **180 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 of completion of this project is **\$620.00**.

Contract Type

The contract resulting from this IFB shall be a fixed price contract.

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. 24-912-17 Structural Repairs at Guste High Rise

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

PART V – CONTRACTING AND COMPLIANCE FORMS

- A. SECTION -3 INDIVIDUAL VERIFICATION FORM
- B. SECTION -3 EMPLOYMENT ACTION PLAN
- C. SECTION -3 TRAINING ACTION PLAN
- D. CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE
- E. LIST OF CORE EMPLOYEES
- F. CONTRACTING SCHEDULE
- G. SECTION -3 EMPLOYMENT AND TRAINING SCHEDULE
- H. LETTER OF INTENT
- I. STATEMENT OF UNDERSTANDING
- J. CONTRACTORS SECTION -3 EMPLOYMENT AND TRAINING COMPLIANCE REPORT
- K. EMPLOYER PAID TRAINING REPORT
- L. SECTION -3 MANHOURLY REPORT
- M. CONTRACTING COMPLIANCE REPORT
- N. EMPLOYMENT ASSESSMENT

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 1st or 15th of the month. Invoice payments are as follows:

- *Invoices received on the 16th of the current month thru the 1st day of the next month will be paid on the 1st of the following month.*
- **Example: An invoice received on August 27th will be processed commencing September 1st and paid on October 1st.**
- *Invoices received on the 2nd of the current month thru the 15th of the current month will be paid on the 15th of the following month.*
- **Example: An invoice received on August 4th will be processed commencing August 15th and paid on September 15th.**

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.

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 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.

INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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 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.

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, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HANO.

Respondent Status

HOUSING AUTHORITY OF NEW ORLEANS, LA

INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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 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 while marketing efforts, unless HANO specifically agrees otherwise.

Media Relations

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 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 D

Acknowledgment

of Addenda



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

**ACKNOWLEDGEMENT OF
ADDENDA (ATTACHMENT D)**

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 E Certification of Contractor Non- Exclusion



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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 contender to any of the crimes listed above or equivalent crimes.

(Print)

(Date)

(Signature)

Attachment F E-Verification Affidavit

**(Only required post-bid by awarded
bidder)**



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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 G

Sample Bid Bond

Form



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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: _____

HOUSING AUTHORITY OF NEW ORLEANS, LA

Attachment H Performance and Payment Bond Sample Form

**(only required post-bid from
awarded bidder)**



INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

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

INVITATION FOR BIDS (IFB) No. 24-912-17 Structural Repairs at Guste High Rise

(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. 24-912-17 Structural Repairs at Guste High Rise

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 I

HUD-5369-A



**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 I-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

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction 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 I-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 I-3
HUD-50070
Certification for 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 Federal agency 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 J

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 K

Non-Collusive



**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
REPAIRS TO GUSTE SPORT COURT II
REQUEST FOR QUOTES #15-912-42**

NON-COLLUSIVE AFFIDAVIT

(Respondent)

State of _____

City/County of _____

_____ Being duly sworn, deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing Proposal/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of New Orleans, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

Respondent, if an individual

Partner, if the OFFEROR is a partnership

Officer, if the OFFEROR is a corporation

Subscribed and Sworn to before me

This _____ **day of** _____, **20**_____.

Notary Public

My Commission Expires _____.

Attachment L

Corporate Resolution Sample



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)

Attachment M

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 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 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.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Note: 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.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

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.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here 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.

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 • Sole proprietorship, or • 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, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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)(ii)

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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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 N

Section 3 Business Preference



HOUSING AUTHORITY OF NEW ORLEANS

4100 Touro St. | New Orleans, LA 70122

(504) 670-3448 (Office)

Website: www.hano.org

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

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

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"

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

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

- * 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

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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>

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

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: Peter Do

Email: section3@hano.org

Phone: 504-670-3266

- * 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: _____

Attachment O

Davis Bacon Wage Rates



"General Decision Number: LA20240041 01/05/2024

Superseded General Decision Number: LA20230041

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)(1).

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: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.

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: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 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 2024.

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 01/05/2024

ASBE0053-001 09/04/2023

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR.....\$ 31.54 9.74

ELEC0130-010 12/04/2023

Rates Fringes

ELECTRICIAN (Including
Communication Technician and
Low Voltage Wiring).....\$ 34.00 15.20

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
(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 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 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 Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 31.70	13.85
PLUMBER (Installation of HVAC Temperature Controls; Excluding HVAC Pipe and Unit Installation).....	\$ 31.70	13.85

SHEE0214-010 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including 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

Hanging and Metal Stud Installation, and Form Work.....	\$ 19.37	2.46	
DRYWALL FINISHER/TAPER.....	\$ 16.55 **		0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 18.21	4.90	
LABORER: Common or General.....	\$ 13.09 **		0.00
LABORER: Mason Tender - Brick...	\$ 12.38 **		0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.92		0.00
PAINTER (BRUSH AND ROLLER), Excludes Drywall Finishing/Taping.....	\$ 17.25		0.00
ROOFER.....	\$ 16.77 **	5.66	
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.08	5.79	
TILE SETTER.....	\$ 20.00		0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **		0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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.

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

Statement of Bidder's Qualifications



**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT**

INVITATION FOR BIDS #24-912-17

STATEMENT OF BIDDER'S

QUALIFICATIONS

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.

BUSINESS NAME:		
AVG. ANNUAL SALES (LAST 3 YEARS):	CURRENT NET WORTH:	DATE BUSINESS STARTED:
PARENT COMPANY (IF AFFILIATE):		PREVIOUS BUSINESS NAME:

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

BANK NAME:	ADDRESS:
CONTACT PERSON:	TELEPHONE NO.:

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:
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Attachment Q

Entry of Proposed Fees



LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: The Housing Authority of New Orleans
4100 Touro St. New Orleans, LA 70122

(Owner to provide name and address of owner)

BID FOR: 24-912-17
Structural Repairs at Guste High Rise

(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 Department of Procurement and Contracts 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:
_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ 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 the 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 R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: _____

(Owner to provide name and address of owner)

BID FOR: _____

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner