



**INVITATION FOR BIDS**

**FOR**

**EXTERIOR IMPROVEMENTS**

**AT THE**

**GUSTE I HOUSING COMMUNITY**

**IFB No. 23-912-17**

**SUBMISSION DATE: MARCH 13, 2023**

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

**PREPARED BY:**

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

**Evette Hester  
Executive Director**

**ISSUED Wednesday, February 15, 2023**

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**IFB INFORMATION AT A GLANCE**

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AGENCY CONTACT PERSON	<b>Thelma Bowers, Contract Administrator</b> Telephone: (504) 670-3448 E-mail: <a href="mailto:tbowers@hano.org">tbowers@hano.org</a>
HOW TO OBTAIN THE IFB DOCUMENTS ON HANO'S WEBSITE	<ol style="list-style-type: none"> <li>1. Access <a href="http://www.hano.org">www.hano.org</a>.</li> <li>2. Click on the "Business" tab on the blue taskbar.</li> <li>3. Click on "Active Solicitations" and go to the specific solicitation.</li> <li>4. If you have any problems accessing the IFB documents, please contact Procurement at <a href="mailto:procurement@hano.org">procurement@hano.org</a>.</li> </ol>
PRE-BID CONFERENCE/SITE VISIT	<b>Wednesday, March 1, 2023 10:30 a.m.</b> (via Zoom; Meeting ID: 848 1185 6109; Passcode: 065790) Site visit to immediately follow the Pre-Bid Conference
QUESTION SUBMITTAL DEADLINE	<b>Monday, March 6, 2023</b>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> <li>1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB.</li> <li>2. As instructed within Section 3.0 of the IFB document, deliver <b>three (3)</b> complete sets (<b>one (1)</b> original clearly marked or stamped "original" and <b>two (2)</b> copies) of the required submittals in a <b>sealed</b> envelope clearly marked with the words "<b>BID Documents</b>" to HANO's Procurement and Contracts Department (address below).</li> </ol>
BID SUBMITTAL RETURN & DEADLINE	<b>*Monday, March 13, 2023 at 2:00 p.m</b> 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).

- 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**

Exterior Improvements at the Guste I Housing Community, New Orleans, Louisiana, consists of exterior painting of 25 buildings, removing and replacing the existing balcony deck boards, and removing and replacing the existing storm doors, Types S1 & S2 as indicated in the Drawings in Appendix B.  
See Specification Section 01 11 00.

**THE BASE BID**

**2.1 GENERAL REQUIREMENTS:** The Base Bid amount shall be to provide all Labor, Materials, and Division 0 requirements of the Project in. Refer to Appendix A.

**3.0 BID SUBMITTALS.**

[Table No. 3]

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

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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
3.1.2.1	<b>Form HUD SF-LLL Disclosure of Lobbying Activities.</b> This Form is attached hereto as Attachment B-1 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.2	<b>Form HUD-50071 Certification of Payments to Influence Federal Transactions</b> This Form is attached hereto as Attachment B-2 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2.3	<b>Form HUD-50070 Certification for a Drug-Free Workplace</b> This Form is attached hereto as Attachment B-3 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted as a part of the bid submittal.
3.1.4	<b>Equal Employment Opportunity/Supplier Diversity.</b> 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). Attachment D
3.1.5	<b>Acknowledgement of Addenda.</b> Please check HANO's website under "Business" and "Active Solicitations" to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment H.
3.1.6	<b>Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form</b> This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment I.
3.1.7	<b>Certification of Contractor Non-Exclusion</b> Attachment J
3.1.8	<b>Subcontractor/Joint Venture Information.</b> The bidder shall identify whether or not he/she intends to use any subcontractors 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.
<b>3.1.10</b>	<b>Vendor Registration Form Attachment L</b>
<b>3.1.11</b>	<b>Bid Bond.</b> All bids must be accompanied by a bid guarantee at the time of submission, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as evidence of good faith of the bidder. <b>(REQUIRED)</b> Attachment M
<b>3.1.12</b>	<b>Statement of Bidder's Qualifications.</b> This form must be submitted as a contributor to determining whether the bidder is responsible. Attachment P
<b>3.1.13</b>	<b>Corporate Resolution.</b> This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. Attachment R

**3.2 Entry of Proposed Fees.**

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

**3.2.2 Pricing Items.** The base bid is all-inclusive of the lump sum work **and** extended unit prices 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]

<b>IFB Section</b>		<b>Total Cost:</b>
<b>Appendix A&amp;B</b>		
<b>Total Base Bid</b>		\$

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

- 3.3.1 **Manufacturer/Brand Names.** Wherever HANO specifies the name of a certain brand, make, manufacturer, or uses a definite specification, they are used only to denote the quality standard of product desired, and they do not restrict bidders to the specific brand, make, manufacturer, or specification named. They are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired. Equivalent products may be acceptable.
- 3.3.2 **Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract.
- 3.3.3 **Prior Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative (which will occur, at the Agency's discretion, via delivery of a Notice to Proceed and/or a signed Change Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.4 **No Deposit/No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful bidder for actual work performed only and pertaining to the fixed fee Pricing Item.
- 3.4 **Bid Submission.** All submittals must be submitted in a sealed enclosure and all bids must be submitted and time-stamped received in the designated Agency office by no later than submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 copies of the "hard copy" bid submittal, shall be placed in a sealed package, and addressed to:

**Housing Authority of New Orleans  
Procurement and Contracts Department  
Attn: Bejide Legania, Procurement Manager  
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.
- 3.4.2 **Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the

intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

**3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing from HANO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.

**3.5 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement staff only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Thelma Bowers, Contract Administrator, at [tbowers@hano.org](mailto:tbowers@hano.org)**. Procurement will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of addenda with their submissions.

**3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within 2 CFR §200.321 it states:

**3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

**3.6.1.2** (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**3.6.1.3** (2) Affirmative steps must include:



- 3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 3.6.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.6.2.2 **Section 15.5.B, Goals.** <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

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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 encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
- 3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

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

**3.7 Pre-bid Conference.** A pre-bid conference is scheduled for Wednesday, March 1, 2023, at 10:30 a.m. via Zoom (Meeting ID: 848 1185 6109; Passcode: 065790). A site visit at the Florida Housing Community will immediately follow the pre-bid conference.

**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	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i>

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3.8.5	5.0	B-1	Form SF-LLL <i>Disclosure of Lobbying Activities</i>
3.8.6	6.0	B-2	Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i>
3.8.7	7.0	B-3	Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i>
3.8.8	8.0	C	Profile of Firm Form
3.8.9	9.0	D	Section 3 Business Preference Form
3.8.10	10.0	E	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i>
3.8.11	11.0	F	<i>Supplemental Conditions for Bidders &amp; Contractors (SIPC)</i>
3.8.12	12.0	G	HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i>
3.8.13	13.0	H	Acknowledgement of Addenda
3.8.14	14.0	I	Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i>
3.8.15	15.0	J	Certification of Contractor Non-Exclusion
3.8.16	16.0	K	E-Verification Affidavit (Only required to be submitted post-bid by the awarded bidder)
3.8.17	17.0	L	Vendor Registration Form
3.8.18	18.0	M	Bid Bond Sample Form
3.8.19	19.0	N	Performance Bond Sample Form (Only required post-bid by the awarded bidder)
3.8.20	20.0	O	Davis Bacon Wage Rates
3.8.21	21.0	P	Employment, Training and Contracting Policy
3.8.22	22.0	Q	Statement of Bidder's Qualifications
3.8.23	23.0	R	Corporate Resolution

**3.9 BID RESULTS.**

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

3.9.1.2 Which bidder received the award;

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

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

#### 4.0 CONTRACT AWARD.

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

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

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

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

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

**4.2.1.2 E-Verify Affidavit.** The Contractor must certify compliance with Louisiana's E-Verify requirements, in that the Contractor is registered,

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

- 4.2.2 Assignment of Personnel.** HANO shall retain the right to demand and receive a change in personnel assigned to the work if HANO believes that such change is in the best interest of HANO and the completion of the contracted work.
- 4.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of HANO. Any purported assignment of interest or delegation of duty, without the prior written consent of HANO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; as determined by HANO.
- 4.3 Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. The Contractor shall complete the work in 120 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

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deductible amount of \$50,000);**Automobile Insurance.** An original certificate showing the bidder’s automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**4.4.4 City/Parish/State Business License.** If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of New Orleans, Orleans Parish, and/or the State of Louisiana.

**4.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).

**4.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.

**4.5 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

**“NO BID” RESPONSE FORM**

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

**Check all that apply:**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Email

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

# Appendix A Technical Specifications





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DIVISION 09 – FINISHES

09 91 13        EXTERIOR PAINTING

DIVISION 10 - SPECIALTIES

NOT USED

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING SYSTEMS

NOT USED

DIVISION 21 – FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

NOT USED

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NOT USED

DIVISION 25 – INTEGRATED AUTOMATION

NOT USED

DIVISION 26 - ELECTRICAL

NOT USED

DIVISION 27 - COMMUNICATIONS

NOT USED

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NOT USED

DIVISION 31 – EARTH WORK

NOT USED

DIVISION 32 – EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 - UTILITIES

NOT USED

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NOT USED

DIVISION 40 – 48

NOT USED

**SECTION 01 11 00 – SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract for Exterior Improvements at the Guste I Housing Community, New Orleans, Louisiana, consists of exterior painting of 25 buildings, removing and replacing the existing balcony deck boards, and removing and replacing the existing storm doors, Types S1 & S2 as indicated in the Drawings.

The locations and associated occupied dwelling unit numbers are indicated on the Drawings and Table "A" as follows:

**Table "A"**

**Lot GH-6  
Square 384**

Eight (8) Buildings bounded by Martin Luther King, Jr. Boulevard, South Robertson Street, Thalia Street, and Freret Street.

**Lot GH-7  
Square 356**

Eight (8) Buildings bounded by Martin Luther King, Jr. Boulevard, Freret Street, Thalia Street and La Salle Street.

**Lot GH-8  
Square 351**

Nine (9) Buildings bounded by Martin Luther King, Jr. Boulevard, La Salle Street, Thalia Street, and South Liberty Street.

**The Contractor is hereby notified that access to the balconies cannot be granted from the interior of the dwelling unit to the balcony. The work is for the Owner, the Housing Authority of New Orleans, HANO, here and after referred to as the Owner.**

**The Contractor is also hereby notified to not use any of the tenants electricity through the use of extension cords connected to waterproof GFCI outlets.**

B. Architect Identification:

1. The Documents dated February 15, 2023, were prepared for the Project by:

Volume Zero, LLC  
1034 Joliet Street  
New Orleans, Louisiana 70118

C. Work of this contract as depicted on the drawings includes but is not necessarily limited to the following:

1. selective demolition
2. composite decking
3. exterior painting
4. joint sealants
5. aluminum storm doors and frames

and other incidental required work required in order to perform the work indicated in this Project Manual.

This work is for the Owner, HANO, The Housing Authority of New Orleans.

- D. The Contractor shall maintain a full-time superintendent at the site until the punch list for the project is completed. The superintendent shall have at least ten (10) years continuous experience as a project superintendent in commercial building construction.
- E. The Contractor shall maintain an in-house Project Manager until the punch list for the project is completed. The Project Manager shall have at least ten (10) years continuous experience as a project manager in commercial building construction.
- F. The Contractor shall maintain an in-house Scheduler until the punch list for the project is completed. The Scheduler shall have at least ten (10) years continuous experience as a Scheduler in commercial building construction.

The work of this contract is described in these specifications and the drawings consisting of:

**INDEX OF DRAWINGS**

**GENERAL**

- G-01 Index of Drawings, Miscellaneous Project Information  
G-02 Site Plan, Schedules, Keynotes, Miscellaneous

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**ARCHITECTURAL**

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- A-03 Building Type B, First Floor Plan
- A-04 Building Type B, Second Floor Plan
- A-05 Building Type B, Front and Rear Elevations
- A-06 Building Type B, Side Elevations
- A-07 Building Type C, First Floor Plan
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- A-34 Building Type J, Side Elevations
- A-35 Sections at Front Porches/Balconies
- A-36 Sections at Front Porches/Balconies
- A-37 Details.

**1.3 CONTRACT METHOD**

- A. Construct the Work under a Lump Sum Construction Contract. A sample HUD Contract and related documents are included in these specifications.

**1.4 SPECIFICATION FORMAT AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "Master Format" numbering system.
1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Bid Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Bid Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Bid Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Bid Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a) The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.5 FIRE SAFETY PRECAUTIONS

- A. At the end of each workday, combustible packaging and crating materials for building products and equipment to be installed shall be removed from around the building.
- B. The necessary number of appropriate type of portable fire extinguishers per National Fire Protection Association (NFPA) Standard Nos. 10 and 241 shall be provided for all construction areas.
- C. As required by the Joint Commission on Accreditation of Healthcare Organizations, smoking shall be prohibited in or adjacent to all construction areas in the building. The Contractor shall have a smoking policy which permits smoking only in designated areas. These areas shall be provided with safe receptacles for smoking materials. Smoking shall be prohibited at or near or throughout demolition areas.

- D. Weekly fire hazard inspections shall be conducted by the Contractor once construction starts and until the building is totally completed. A written report shall be provided to the Owner and Architect listing all hazards and corrective actions taken.
- E. A fire safety plan shall be prepared by the Contractor, prior to any construction in accordance with Section 01 33 00 - Submittals, detailing all fire safety measures which will be addressed during the construction. The plan shall be provided to the Contractor and Owner for review and comment. A monthly status report shall also be provided during the entire construction detailing the status of each measure.
- F. All temporary heating equipment shall be installed in accordance with requirements of applicable NFPA Standards and manufacturer's instructions.
- G. All flammable liquids shall be handled, stored and used in accordance with NFPA Standard No. 30.
- H. All temporary electrical wiring and equipment used for construction shall be installed and used in accordance with pertinent provisions of NFPA Standard No. 70.
- I. Maintain construction site to permit access of fire department vehicles as necessary. Clear building construction areas of unnecessary obstructions so that all portions are accessible for fire department apparatus and permit emergency egress of construction and other personnel.
- J. All construction activities not already covered above shall be in accordance with the latest edition of NFPA No. 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, in effect at time of contract award.

#### 1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on the premises within the existing site area. The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. Temporary utilities may be erected by the Contractor and shall be erected with labor and materials furnished by the Contractor without expense to the Owner. The temporary utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- C. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by a Federal, State, or Local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from



damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, parking lot, or roads.

- D. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- E. Working space and space available for storing materials on site shall be within the existing property lines.
- F. Workmen are subject to rules of the Owner applicable to their conduct.
- G. Do not dispose of any material on site, either by burial or burning.

**1.7 SECURITY**

- A. Contractor shall be responsible for all security measures to include but not limited to: fire, theft, vandalism, water damages, protection of public, etc.
- B. Obtain and pay for barriers, fences, signage, temporary enclosures or other measures required for necessary security of all buildings.
- C. Contractor shall be responsible for security as indicated until substantial completion.

**1.8 SPECIAL WORK RESTRICTIONS**

- A. Except for supervisory personnel, cellular phones are prohibited on the project site.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION 01-11-00**

**SECTION 01 14 00 - WORK RESTRICTIONS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 USE OF PREMISES**

- A. Use of Site: Limit use of premises to balconies to be altered and adjacent exterior areas required for access to those balconies. Do not disturb portions of site beyond areas in which the Work is indicated. Contractor personnel shall NOT enter any interior of any tenant apartment. Contractor personnel shall NOT enter any lobby, corridor, or other interior common space unless specifically authorized to do by the Architect or Owner.
1. Limits: Confine constructions operations to immediate areas affecting the work.
  2. Street, Driveways and Entrances: Keep streets, driveways, sidewalks, and parking areas clear and available to the Owner, Architect, Contractor's employees, Contractor's subcontractors, suppliers, vehicles, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a) Schedule deliveries to minimize use of driveways and entrances.
    - b) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  3. Contractor personnel shall be prohibited from entering tenant apartments unless explicitly invited to do so by the Owner for a specific purpose.
  4. The Contractor may not use any tenant's electricity or any other utility service paid by a tenant.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 14 00**

**SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

**1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Contractor's Supplemental Instructions."

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum necessary to execute the change.
    - a) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c) Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Contractor.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
  5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 "Proposal Request" for documentation.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on HUD Document 51002 (Schedule of Change Order). A sample of this document consisting of one (1) page is included in these specifications.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714, "Construction Change Directive". Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost.

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**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 26 00**

**SECTION 01 29 00 - PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process the periodic estimate for partial payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section "Submittals" for administrative requirements governing preparation and submittal of Construction Progress Schedule, Submittals Schedule and submittal of the Schedule of Amounts for Contract Payments.

**1.3 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS**

- A. Coordination: Coordinate preparation of the Schedule of Amounts for Contract Payments with preparation of Construction Progress Schedule and Section 3 reporting requirements.
  - 1. Correlate line items in the Schedule of Amounts for Contract Payments with other required administrative forms and schedules, including the following:
    - a) Submittals Schedule.
  - 2. Submit the Schedule of Amounts for Contract Payments to the Owner and Architect at the Pre-Construction conference.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Amounts for Contract Payments. Provide at least one line item for each Specification Section. The form shall be a notarized. Submit three (3) originals executed in blue ink and notarized along with three (3) copies.

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1. Identification: Include the following Project identification on the Schedule of Amounts for Contract Payments:
  - a) Project name and location.
  - b) Name of Architect.
  - c) Architect's project number.
  - d) Contractor's name and address.
  - e) Date of submittal.
  - f) Name of Owner.
  
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a) Related Specification Section or Division.
  - b) Description of the Work.
  - c) Name of subcontractor.
  - d) Name of manufacturer or fabricator.
  - e) Name of supplier.
  - f) Change Orders (numbers) that affect value.
  - g) Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  
5. Due to the nature of the Project, HUD has limited the Contractor's to the prescribed Markups as follows:
  - a) General Requirements: 6% Maximum
  - b) Builder's Overhead: 2% Maximum
  - c) Builder's Profit: 6% Maximum

The Markups shall be indicated as separate and distinct line items at the conclusion of the Schedule of Values.

6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  
7. Provide a separate line item in the Schedule of Amounts for Contract Payments for each part of the Work where the periodic estimate for partial

payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a) Only items stored on-site are acceptable and are permissible to be included in the Schedule of Amounts for Contract Payments.
8. Provide separate line items in the Schedule of Amounts for Contract Payments for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  9. Each item in the Schedule of Amounts for Contract Payments and Periodic Estimate for Partial Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a) Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  10. Schedule Updating: Update and resubmit the Schedule of Amounts for Contract Payment before the next Periodic Estimate for Partial Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### **1.4 PERIODIC ESTIMATE FOR PARTIAL PAYMENT**

- A. Each Periodic Estimate for Partial Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements.
- B. Payment Application Times: The cutoff date for each progress payment is the 25th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends on the 25th day of the following month.
- C. Payment Application Forms: Use HUD Document 51001, as form for Periodic Estimate for Partial Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.



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1. Entries shall match data on the Schedule of Amounts for Contract Payments and Contractor's Construction Progress Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  3. Complete all necessary areas to be filled out on Periodic Estimate for Partial Payment Form.
- E. Transmittal: Submit three (3) originals executed in blue ink and notarized along with three (3) copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. The original and three (3) copies shall include executed waivers of lien and similar attachments.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
    - a) Submit Final Periodic Estimate for Partial Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
    - b)
      - 1) Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
      - 2) Insert instructions for preparation and submittal of waivers or releases here if not stated in the Supplementary Conditions.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Periodic Estimate for Partial Payment include the following:
1. List of subcontractors.
  2. Schedule of Amounts for Contract Payment.
  3. Contractor's Construction Progress Schedule (preliminary if not final).
  4. Products list.
  5. Schedule of unit prices (if any).
  6. Schedule of alternates (if any).
  7. Submittals Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

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12. Initial progress report.
  13. Report of preconstruction conference.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
- G. Periodic Estimate for Partial Payment at: After issuing the submit a Periodic Estimate of Partial Payment showing 100 percent completion for portion of the Work claimed as complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Periodic Estimate for Partial Payment: Submit final Periodic Estimate for Partial Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Permission to Occupy or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.
- I. Final Payment
1. The retainage shall not be due to the Contractor until after the Architect issues the Certificate of Substantial Completion, the Contractor records the Certificate of Substantial Completion in the public records of Orleans Parish, Louisiana, and, upon expiration of the statutory period of filing of liens and privileges, obtains from the recording authority for Orleans Parish, Louisiana, a clear Lien and Privilege Certificate which shall be

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submitted to the Architect with a Pay Application in the amount of the retainage.

2. Final payment shall be made in accordance with the Private Works Act codified at La. R.S. 9:4801 et seq. as it may be amended, and only after a clear lien and privilege certificate is obtained from the authority having jurisdiction.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 29 00**

**SECTION 01 31 13 - PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative procedures.
  - 3. Conservation of energy, water and materials.
  - 4. Coordination Drawings.
  - 5. Administrative and supervisory personnel.
  - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

**1.3 COORDINATION**

- A. Coordination of Construction Operations: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
- B. Coordination with Other Contractors: Each Contractor shall coordinate its construction operations with those of other Contractors and entities to ensure

efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Progress Schedule.
  2. Preparation of the Schedule of Amounts for Contract Payments.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. As noted on the drawings; refer to Section "Basic Mechanical Materials and Methods" and Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names: Within 7 days of starting construction operations, submit a list of principal staff assignments, including superintendent, project manager, CPM scheduler and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in temporary field office.

#### 1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

#### 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: The Architect shall inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. The Architect shall notify Owner, Architect and other necessary parties of scheduled meeting dates and times.
  2. Agenda: The Architect shall prepare the meeting agenda and shall distribute the agenda to all invited attendees.
  3. Minutes: The Architect shall record significant discussions and agreements achieved and shall distribute the meeting minutes to everyone concerned, including Owner and Contractor, within 3 days of the meeting. Incorporate any comments received within 7 days of issuance of the initial minutes.
- B. Pre-Construction Conference: The Architect shall schedule a Pre-Construction conference before starting construction, at a time convenient to Owner, Contractor, and other necessary parties but no later than seven (7) days after execution of the Agreement. Hold the conference at Project site or another

convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent, project manager and CPM scheduler; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a) Tentative construction schedule.
  - b) Phasing.
  - c) Critical work sequencing.
  - d) Designation of responsible personnel.
  - e) Procedures for processing field decisions and Change Orders.
  - f) Procedures for processing Applications for Payment.
  - g) Distribution of the Contract Documents.
  - h) Submittal procedures.
  - i) Preparation of Record Documents.
  - j) Use of the premises.
  - k) Responsibility for temporary facilities and controls.
  - l) Parking availability.
  - m) Office, work, and storage areas.
  - n) Equipment deliveries and priorities.
  - o) First aid.
  - p) Security.
  - q) Progress cleaning.
  - r) Working hours.
  - s) Fixed job site overhead cost itemized with documentation to support daily rates.
  - t) Bond Premium Rate with supporting information from the General Contractor's carrier.
  - u) Labor Burden by trade for both Subcontractors and General Contractor.
  - v) Internal Rate Charges for all significant company owned equipment.
  - w) Record significant conference discussions, agreements, and disagreements.
  - x) Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

- C. Progress Meetings: The Architect shall conduct progress meetings at bi-weekly intervals and record minutes of meeting. The meeting shall be on the same date and time every other week.
1. Attendees: In addition to representatives of Owner and Architect, the Contractor and its superintendent and project manager, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a) Contractor's Construction Progress Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Progress Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b) Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.
      - 14) Documentation of information for payment requests.
  3. Reporting: The Architect shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting



and report.

4. Schedule Updating: The Contractor shall revise the Construction Progress Schedule monthly taking into account the minutes from each progress meeting and shall issue a revised schedule concurrently with each monthly request for payment.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 31 13**

**SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Progress Schedule.
  - 2. Contractor's Construction Progress Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.
- B. Related Sections include the following:
  - 1. Division 1 Section "Periodic Estimate for Partial Payment" for submitting the Schedule of Amounts for Contract Payments.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction progress schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships.

Network calculations determine when activities can be performed and the critical path of Project.

1. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- C. Event: The starting or ending point of an activity.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- E. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- B. Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
  2. Specification Section number and title.
  3. Submittal category (action or informational).
  4. Name of subcontractor.
  5. Description of the Work covered.

6. Scheduled date for Architect's and Program Manager's final release or approval.
  - C. Preliminary Construction Progress Schedule: Submit three (3) copies of preliminary construction schedule.
  - D. Preliminary Network Diagram: Submit three (3) copies of preliminary network diagram, large enough to show entire network for entire construction period.
  - E. Contractor's Construction Progress Schedule: Submit three (3) copies of initial schedule, large enough to show entire schedule for entire construction period.
  - F. CPM Reports: Concurrent with CPM schedule, submit three (3) printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
    1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
    2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
    3. Total Float Report: List of all activities sorted in ascending order of total float.
    4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
  - G. Daily Construction Reports: Submit three (3) copies at monthly intervals.
  - H. Material Location Reports: Submit three (3) copies at monthly intervals.
  - I. Field Condition Reports: Submit three (3) copies at time of discovery of differing conditions.
  - J. Special Reports: Submit three (3) copies at time of unusual event.
- 1.5 QUALITY ASSURANCE
- A. Scheduling Qualifications: An experienced specialist in CPM scheduling and reporting.
  - B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Progress

Schedule and Contractor's Construction Progress Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages and building separations..
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

## 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Progress Schedule with the Schedule of Amounts for Contract Payments, list of subcontractors, Submittals Schedule, progress reports, Periodic Estimate for Partial Payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Amounts for Contract Payments, and Contractor's Construction Progress Schedule.

2. Submit concurrently with preliminary network diagram. Include a comprehensive log of all submittals required during the first 120 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Progress Schedule.

**2.2 CONTRACTOR'S CONSTRUCTION PROGRESS SCHEDULE, GENERAL**

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to the date of Permission to Occupy Project Mortgage.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity duration exceeds 14 calendar days, except non-construction activities such as procurement and fabrication.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Progress Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 20 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Permission to Occupy Project Mortgages, and allow time for Architect's administrative procedures necessary for certification of Permission to Occupy Project Mortgages.
  6. A narrative that explains the basis for the Contractor's determination of construction logic, estimated durations and resource allocation. The narrative shall include estimated quantities and production rates, hours per shift, work days per week, and types, numbers, and capacities of major construction equipment to be used. A listing of non-working days and

holidays incorporated in the schedule shall be provided.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  6. Work Restrictions: Show the effect of the following items on the schedule:
    - a) Coordination with existing construction.
    - b) Limitations of continued occupancies.
    - c) Uninterruptible services.
    - d) Seasonal variations.
  7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a) Subcontract awards.
    - b) Submittals.
    - c) Purchases.
    - d) Selective Demolition.
    - e) Deliveries.
    - f) Installation.
    - g) Exterior painting.
    - h) Aluminum storm doors and frames.
    - i) Joint sealants.
  8. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a) Selective Demolition

- b) Composite decking.
  - c) Joint sealants.
  - d) Exterior painting.
  - e) Aluminum storm doors and frames.
  - f) Permission to occupy project mortgages.
9. Other Constraints:
- a) Parking Area.
  - b) Utility Lines.
  - c) Landscaping.
  - d) Electrical Utilities.
10. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Punch Lists and Permission to Occupy Project Mortgages.
11. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- E. Refer to Division 1 Section "Periodic Estimate for Partial Payment" for cost reporting and payment procedures.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
- 2.3 CONTRACTOR'S CONSTRUCTION PROGRESS SCHEDULE (CPM SCHEDULE)
- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: The Preliminary Schedule shall show all significant work activities that occur in the first 90 days, including planning, mobilization, procurement, fabrication, submittals, and construction. The preliminary schedule shall also include the Contractor's conceptual plan for completion within the Contract Duration.
- 1. Schedule each construction activity in proper sequence. Provide a continuous vertical line to identify the first working day of each week.
  - 2. Provide a narrative describing the Contractor's approach to mobilization, procurement, and construction during the first 90 days. The narrative shall elaborate on the basis for durations, production rates, major equipment to



be used, and shall identify all major assumptions used to develop the Preliminary Schedule.

- C. CPM Schedule: Prepare Contractor's Construction Progress Schedule using a CPM network analysis diagram.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a) Preparation and processing of submittals.
    - b) Purchase of materials.
    - c) Delivery.
    - d) Installation.
  2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a) Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.

2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Amounts for Contract Payment).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- G. Schedule of Amounts for Contract Payment Summaries: Prepare two cumulative amount lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar amount, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar amount, and cumulative dollar value.
  3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
  4. Prepare list for ease of comparison with Periodic Estimate for Partial Payment Requests; coordinate timing with progress meetings.
    - a) In both amount summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    - b) Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.

4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Emergency procedures.
  10. Orders and requests of authorities having jurisdiction.
  11. Change Orders received and implemented.
  12. Construction Change Directives received.
  13. Substantial Completions authorized.
  14. Permission to Occupy Project Mortgages authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information form. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## 2.6 CONTRACTOR'S CONSTRUCTION PROGRES SCHEDULE

- A. Scheduling Personnel: Engage in-house personnel to provide planning, evaluation, and reporting using CPM scheduling.
1. Meetings: Scheduling personnel shall attend all meetings related to Project progress, alleged delays, and time impact.

- B. Contractor's Construction Progress Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule monthly with Periodic Estimate for Partial Payment.
1. Except where noted above, revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 32 00**

**SECTION 01 32 29 – DIGITAL IMAGE DOCUMENTATION**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Existing preconstruction digital image documentation.
  - 2. Daily construction report digital image documentation.
  - 3. Periodic (monthly) construction digital image documentation.
  - 4. Final completion construction digital image documentation.
- B. Related Sections include the following:
  - 1. Division 1 Section "Submittals" for submitting digital image documentation.
  - 2. Division 1 Section "Closeout Procedures" for submitting digital image documentation as Project Record Documents at Project closeout.

1.3 SUBMITTALS

- A. Digital Camera and Laser Printer: Submit product data for digital camera and laser printer in accordance with Section 01 33 00.
- B. Construction Digital Image Documentation: Submit six (6) digital images reflective of completed work with the monthly pay request application.
  - 1. Format: 8-1/2 by-11-inch color prints on 24 lb. weight (laser paper) commercial-grade stock, enclosed in a clear super heavyweight (5.0 mils) sheet protectors (Avery PVH 119-50, 74130) that are pre-punched for a standard 3-ring binder.
  - 2. Identification: At the upper right hand corner located on the back of each copy provide an applied label (not to exceed 2 x 4 inches in size) with the following information:
    - a) Name of Project.
    - b) Name of Architect.
    - c) Name of Contractor.

- d) Date digital image was taken.
  - e) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
3. Software: At the conclusion of the project, submit three (3) copies of all the digital images in a clear plastic sleeve that is pre-punched for a standard 3-ring binder, along with three (3) labeled flash drives.

## **PART 2 - PRODUCTS**

### **2.1 MEDIA**

- A. Camera: Digital, minimum 20-mega pixel resolution and 512 MB memory card.
- B. Printer: Laser printer, minimum 724 x 1024 dpi, color.
- C. Flash Drives: Minimum 64 MB of memory.

## **PART 3 - EXECUTION**

### **3.1 DIGITAL IMAGE DOCUMENTATION**

- A. Existing Preconstruction Photographs: Before starting construction, take digital images of Project site and surrounding properties from different vantage points as follows:
  - 1. Take digital images of existing buildings either on or adjoining the property to accurately record the physical conditions at the start of construction.
  - 2. Take digital images of existing buildings adjacent to the building number where work will be performed to accurately record the physical conditions at the start of construction.
- B. Contractor shall include a minimum of four (4) printed photographs in its daily report.
- C. Periodic Construction Digital Image Documentation: Take digital images each month to coincide with the cutoff date associated with each Periodic Estimate for Partial Payment. Select vantage points to best show status of construction and progress since the last digital images.

Contractor shall include a minimum of six (6) printed photographs reflective of completed work with each Application for Payment.
- D. Permission to Occupy Project Mortgages Construction Digital Image Documentation: Take digital images at date of Permission to Occupy Project

**HOUSING AUTHORITY OF NEW ORLEANS  
EXTERIOR IMPROVEMENTS AT THE  
GUSTE I HOUSING COMMUNITY**

**February 15, 2022  
Architect's Proj. #22-017  
IFB #23-912-17**

Mortgages to show status of construction and progress since the last digital images.

- E. Provide three (3) copies of all photographs taken on the project on three (3) separate flash drives submitted to HANO as part of the Closeout Documents. Flash drives shall be labeled as: Exterior Improvements at the Guste I Housing Community Building - Painting, Balconies, and Storm Doors.

**END OF SECTION 01 32 29**

**SECTION 01 33 00 – SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section includes administrative and procedural requirements for submittals including but not limited to, the following:
  - 1. Procedures.
  - 2. Construction Progress Schedules.
  - 3. Schedule of Amounts for Contract Payments.
  - 4. Proposed Subcontractors and Major Suppliers.
  - 5. Shop Drawings.
  - 6. Products, Materials, and Equipment Data.
  - 7. Manufacturer's Instructions.
  - 8. Samples.
  - 9. Manufacturer's Certificates.

**1.3 PROCEDURES**

- A. Deliver submittals to Architect at address listed on the drawings and the Specifications.
- B. Transmit each item under Architect accepted form. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect review stamps. Stamp each item indicating review by Contractor.
- C. Comply with Construction Progress Schedule for submittals under the provisions of this Section. Coordinate submittal of related items.
- D. After Architect reviews submittal, revise and resubmit as required, identifying changes made since previous submittal.
- E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

**1.4 CONSTRUCTION PROGRESS SCHEDULES**



- A. CPM Schedule: Prepare CPM Schedule in accordance with Section 01 32 00 – Construction Progress Documentation.

**1.5 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS**

- A. Submit typed schedule on HUD Form 51002 in accordance with Section 01 29 00 – Payment Procedures.

**1.6 PROPOSED SUBCONTRACTORS AND SUPPLIERS**

- A. The Contractor shall provide a listing of the proposed subcontractors and major suppliers to the Architect including name, address, telephone number and a contact person's name.

**1.7 SHOP DRAWINGS**

- A. Submittals on 8 ½" x 11", 8 ½" x 14", 11" x 17", and 24" x 36" paper size or larger shall be submitted in no less than six (6) copies. Receipt of less than the required numbers of copies will be cause for withholding the shop drawings or data from being reviewed by the Architect until receipt of the necessary copies. The Contractor's letter of submittal must conform to the typical Contractor's "Transmittal Letter". Each shop drawing submittal shall be listed separately on the transmittal and identified thereon. Failure to do this may cause rejection of the submittal. The Contractor shall forward separate transmittal letters for submitting each group of shop drawings common to the specifications section. The Architect shall return to the Contractor a transmittal letter identifying the shop drawing with the disposition noted thereon when the review is completed.

- 1. The Contractor shall review, approve and stamp each submittal prior to forwarding to the Architect. The stamp shall contain the following information:

NAME OF PROJECT: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
REF: SECTION NO.: \_\_\_\_\_  
SHEET NO.: \_\_\_\_\_

Contractor certifies he has approved drawings hereby submitted and to the best of his knowledge and understanding are accurate and are in compliance with the requirements of the project drawings and specifications, except as noted on comment sheet.

Contractor's approval of this document, does not waive or alter any contract responsibilities of subcontractor or supplier, nor does it approve

of or relieve subcontractor etc. for any of his errors omission, etc. for which he remains fully responsible.

NAME OF CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

- B. Shop drawings reviewed by the Architect, returned to the Contractor will be stamped with the action noted as follows:
1. CONFORMS WITH CONCEPT
  2. REJECTED
  3. CONFORMS AS NOTED
  4. REVISE AND RESUBMIT
  5. SUBMIT SPECIFIED ITEM
- C. "Rejected", "Revise and Resubmit", and "Submit Specified Item" shall require new submittal; "Conforms with Concept" and "Conforms as Noted" need not be returned for further review if Architect notations are acceptable to the Contractor and Sub-contractors. In checking the shop drawings prior to submittal, the Contractor shall note corrections or comments on the drawings, including his approval stamp and date with signature.

#### 1.8 PRODUCTS, MATERIALS, AND EQUIPMENT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers standard data to provide information unique to the Work.
- B. Submit the number of copies which Contractor requires, plus three copies which will be retained by Architect.
- C. The review process identified under paragraph 1.7, Shop Drawings, shall also apply to products, materials, and equipment submittals.

#### 1.9 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for products, materials, and equipment data.
- B. The review process identified under paragraph 1.7, Shop Drawings, shall also apply to products, materials, and equipment submittals.

#### 1.10 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for Architect's selection. Submit samples for selection of finishes within 21 days after the date of the Notice to Proceed.
- B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Submit the number specified in respective Specification section; one will be retained by Architect. Reviewed samples which may be used in the Work are indicated in the Specification Section.
- E. The review process identified under paragraph 1.7 Shop Drawings, shall also apply to products, materials, and equipment submittals.

**1.11 MANUFACTURER'S CERTIFICATES**

- A. When required in individual specification section, submit manufacturer's certificates in quantities specified for products, materials, and equipment data.

**PART 2 - PRODUCTS (Not Used )**

**PART 3 - EXECUTION (Not Used )**

**END OF SECTION 01 33 00**

**SECTION 01 45 00 – QUALITY CONTROL**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certificates.
- E. Manufacturers' Field Services.

1.3 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.6 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specification Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

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**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 45 00**

**SECTION 01 55 00 – TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. temporary electricity, (power)
  - 2. mobile phone and internet service with WI-FI
  - 3. water
  - 4. sanitary facilities
  - 5. barriers and enclosures
  - 6. protection of installed work
  - 7. cleaning during construction
  - 8. storage sheds
  - 9. removal of temporary facilities
  - 10. fire protection
  - 11. material disposal dumpsters
  - 12. temporary security fencing

1.3 ELECTRICITY, LIGHTING

- A. The Contractor shall use a gas powered generator to provide temporary electrical service to carry out the work for the duration of the project.

1.4 MOBILE PHONE AND INTERNET SERVICE

- A. Provide mobile phone service to project superintendent and all contractor supervisory employees. Pay all costs.
- B. Provide internet service via mobile phone service.

1.5 WATER

- A. Provide water hoses required for construction operations. Connect to existing hose bibbs. Conserve water usage and remove hoses at the end of each work day and secure in a locked container.

1.6 SANITARY FACILITIES

- A. Provide and keep clean at all times required sanitary facilities and enclosures.
- B. Provide Port-O-Lets.
- C. Arrange to have Port-O-Lets cleaned and serviced weekly.
- D. Provide toilet tissue holders and tissue.
- E. Community rooms, leasing office and tenants' dwelling units shall not be used.
- F. Remove Port-O-Lets upon completion of work.

**1.7 BARRIERS AND ENCLOSURES**

- A. Provide signage as may be required to prevent public entry to construction areas and to protect existing facilities that are to remain and adjacent properties from damage from construction operations.
- B. Provide barricades as required by governing authorities for public rights-of-way.

**1.8 PROTECTION OF INSTALLED WORK**

- A. Provide temporary protection for installed products. Control traffic in immediate areas to minimize damage.
- B. Prohibit traffic and storage on lawns, sidewalks, and landscaped areas.

**1.9 CLEANING DURING CONSTRUCTION**

- A. Broom sweep areas on a daily basis.
- B. Control accumulation of waste materials and rubbish utilizing small roll-off dumpsters; periodically dispose of off-site.

**1.10 STORAGE SHEDS**

- A. Provide as required, storage containers for tools, materials, and equipment: weather-tight, with adequate space for organized storage and access.
- B. Provide periodic cleaning and maintenance of storage container.
- C. Place storage container only on hard surfaced parking areas.

**1.11 MATERIAL DISPOSAL DUMPSTERS**

- A. Provide roll off material dumpsters until the conclusion of construction activities.
- B. Locate within confines of temporary security fencing.

**1.12 REMOVAL OF TEMPORARY FACILITIES**

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of construction facilities and temporary controls. Restore the existing site area used during construction to original condition.

**1.13 FIRE PROTECTION**

- A. Provide hand-carried, portable, UL-rate, Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommend classes for the exposures.

**1.14 TEMPORARY SECURITY FENCING**

- A. Provide temporary portable linked together and locked chain-link fencing with non-destructive bases and gates around temporary facilities. Remove fencing after completion of work and restore area to original condition. Do not excavate parking lot surface to set fence posts.

**PART 2 - PRODUCTS**

2.1 Not Used

**PART 3 - EXECUTION**

3.1 Not Used

**END OF SECTION 01 55 00**



**SECTION 01 66 00 – PRODUCT STORAGE AND HANDLING**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
  - 1. Transportation and Handling.
  - 2. Storage and Protection.

1.3 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.4 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

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- C. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 66 00**

**SECTION 01 71 00 - EXECUTION REQUIREMENTS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Selective demolition.
  - 2. General installation of products.
  - 3. Progress cleaning.
  - 4. Joint sealants.
  - 5. Exterior painting.
  - 6. Composite decking.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field Architecting with other construction activities.
  - 2. Division 1 Section "Submittals" for procedures for submitting general installation of products.
  - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning

work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only

after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two (2) days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without the Architect's written permission.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

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- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

**END OF SECTION 01 71 00**



**SECTION 01 73 29 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching, if required.

**1.3 DEFINITIONS**

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.4 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
  - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

**1.5 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-protection systems.
  - 4. Control systems.
  - 5. Communication systems.
  - 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 1. Water, moisture, or vapor barriers.
  - 2. Membranes and flashings.
  - 3. Equipment supports.
  - 4. Piping, ductwork, vessels, and equipment.
  - 5. Noise and vibration control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

**1.6 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

**PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
  - 1. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required

to restore surfaces to their original condition.

- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  3. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

**END OF SECTION 01 73 29**

**SECTION 01 77 00 - CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Permission to Occupy Project Mortgages (Substantial Completion).
- 2. Final Completion.
- 3. List of Incomplete Items (Punch List).
- 4. Project Record Documents.
- 5. Operation and Maintenance Manuals.
- 6. Warranties.
- 7. Final Cleaning.

- B. Related Sections include the following:

- 1. Division 1 Section "Periodic Estimate for Partial Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- 2. Division 1 Section "Digital Image Documentation" for submitting Final Completion digital images and flash drive.
- 3. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
- 4. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Permission to Occupy Project Mortgages, complete the following: List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and flash drive, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  8. Complete final cleaning requirements, including touchup painting.
  9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  10. Complete all punch list items in their entirety.
- B. Inspection: Submit a written request for inspection for Permission to Occupy Project Mortgage. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the inspect and will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before the Permission to Occupy Project Mortgage will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit copy of Architect's inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final

Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a) Project name.
    - b) Building Name and Number.
    - c) Date.
    - d) Name of Architect.
    - e) Name of Contractor.
    - f) Page number.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one black and white copy of the Contract Drawings and one copy of the approved Shop Drawings.
  1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a) Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b) Accurately record information in an understandable drawing technique.
    - c) Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

- d) Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.



- F. Three (3) copies of all photographs taken on the project on three (3) separate flash drives shall be submitted to HANO as part of the Closeout Documents. Flash drives shall be labeled as: Exterior Improvements at the Guste I Housing Community (Building Painting Balconies, and Storm Doors).

#### 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:

- a) Emergency instructions and procedures.
- b) System, subsystem, and equipment descriptions, including operating standards.
- c) Operating procedures, including startup, shutdown, seasonal, and weekend operations.
- d) Description of controls and sequence of operations.
- e) Piping diagrams.

2. Maintenance Data:

- a) Manufacturer's information, including list of spare parts.
- b) Name, address, and telephone number of Installer or supplier.
- c) Maintenance procedures.
- d) Maintenance and service schedules for preventive and routine maintenance.
- e) Maintenance record forms.
- f) Sources of spare parts and maintenance materials.
- g) Copies of maintenance service agreements.
- h) Copies of warranties and bonds.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

#### 1.8 WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. **Cleaning Agents:** Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. **General:** Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. **Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for Permission to Occupy Project Mortgages for the entire Project:
    - a) Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b) Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c) Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

- d) Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e) Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - f) Sweep concrete floors broom clean in unoccupied spaces.
  - g) Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - h) Remove labels that are not permanent.
  - i) Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - j) Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 01 77 00**

**SECTION 01 78 39 - PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections include the following:
  - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements
  - 3. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up Record Prints to Architect.
- B. Record Specifications: Submit one (1) of Project's Specifications, including addenda and contract modifications to Architect.
- C. Record Product Data: Submit one (1) of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

**PART 2 - PRODUCTS**

2.1 RECORD DRAWINGS

- A. General: Do not use record drawings for construction purposes. Project record drawings from deterioration and loss. Provide access to record drawings for Architect's reference during normal working hours.
- B. Record Prints: Maintain one set of blue-line prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a) Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b) Accurately record information in an understandable drawing technique.
  - 2. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - a) Content: Types of items requiring marking include, but are not limited to, the following:
      - 1) Dimensional changes to Drawings.
      - 2) Revisions to details shown on Drawings.
      - 3) Depths of foundations below first floor.
      - 4) Locations and depths of underground utilities.
      - 5) Changes made by Change Order or Construction Change Directive.
      - 6) Changes made following Architect's written orders.
      - 7) Details not on the original Contract Drawings.
      - 8) Field records for variable and concealed conditions.
      - 9) Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, Option numbers, Change Order numbers, and similar identification, where applicable.

## **2.2 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  5. Note related Change Orders, Record Drawings, and Product Data where applicable.

## **2.3 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Product Data where applicable.

## **2.4 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Three (3) copies of all photographs taken on the project on three (3) separate flash drives shall be submitted to HANO as part of the Closeout Documents. Flash drives shall be labeled as: Exterior Improvements at the Guste I Housing Community (Building painting, balconies, and storm doors).

**PART 3 - EXECUTION**

**3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

**END OF SECTION 01 78 39**

**SECTION 02 41 19 – SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following existing balconies:
  - 1. Remove existing wood deck boards and sealant at all balconies.
  - 2. Remove existing storm doors and frames at all entry doors.
  - 3. Dispose of all materials to be removed from site into roll-off dumpsters.

1.3 SUBMITTALS

- A. Submit demolition and removal procedures and schedule under provisions of Section 01 33 00.

1.4 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent structures.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Conduct operations with minimum interference to public thoroughfares. Maintain egress and access at all times.
  - 1. Do not close or obstruct sidewalks without required permits.

**PART 2 - PRODUCTS (Not Used.)**

**PART 3 - EXECUTION**

3.1 PREPARATION

- A. Prevent movement or settlement of balcony structure.
- B. Protect existing landscaping materials, appurtenances and structures which are not to be demolished.

3.2 EXECUTION



**HOUSING AUTHORITY OF NEW ORLEANS  
EXTERIOR IMPROVEMENTS AT THE  
GUSTE I HOUSING COMMUNITY**

**February 15, 2022  
Architect's Proj. #22-017  
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- A. Demolish indicated items and appurtenances in an orderly and careful manner.
- B. Cease operations and notify consultant immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures have been taken
- C. Remove materials to be retained in a manner to prevent damage. Store and protect in accordance with requirements of Section 01 66 00.
- D. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- E. Do not burn or bury materials on site.
- F. Remove demolished materials from site as work progresses. Leave site in clean condition.

**END OF SECTION 02 41 19 MAIN TEXT. See the following five (5) pages, which are an appendix to Section 02 41 19.**

## **Environmental Regulations Related to Demolition of Buildings**

### Residential Demolitions

- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**
- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.
  - Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
  - If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal.
  - Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, whitegoods, and electronic wastes. See the attached list for more examples of unauthorized waste.
- Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (Freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

### Commercial Demolitions

- Asbestos – According to LAC 33:III.5151, any institutional, commercial, public, industrial or residential structure, installation or building having five (5) or more dwelling units is subject to applicable asbestos regulations.
  - As such, any building to be demolished must be thoroughly inspected for the presence of asbestos prior to the start of demolition activities.
  - Additionally, an Asbestos Notification of Demolition Form (AAC-2 Forms) must be sent to the LDEQ Main Office in Baton Rouge whether the inspection reveals the presence or asbestos or not.
  - All regulated asbestos containing material (RACM) must be removed prior to demolition. See definition of RACM at [http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title\\_33/33v03.doc#TOCT\\_SubC378](http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title_33/33v03.doc#TOCT_SubC378)
- Air Quality – According to LAC 33:III.1305, all reasonable precautions shall be taken to prevent particulate material from becoming airborne, including but not limited to **the use of water for the control of dust in the demolition of existing buildings or structures...**

**HOUSING AUTHORITY OF NEW ORLEANS  
EXTERIOR IMPROVEMENTS AT THE  
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- Solid Waste – According to LAC 33:VII.115, construction/demolition (C/D) debris includes but is not limited to metal, concrete, brick, asphalt, roofing material, or lumber from a construction or demolition project. Following Hurricane Katrina the definition of C/D waste was expanded to include furniture, carpet, insulation, treated and painted lumber, etc.
  - Only C/D wastes can be disposed of in a C/D Landfill (Type III Landfill).
  - If a demolished building or structure is to be disposed of as C/D waste all unauthorized waste must be segregated from the building prior to disposal.
  - Unauthorized wastes include but are not limited to household hazardous waste (HHW), tires, whitegoods, and electronic wastes. See the attached list for more examples of unauthorized waste.
  
- Refrigerant Handling – According to 40 CFR Part 82, Subpart F, refrigerants (Freon) from air conditioning systems must be recovered by an EPA certified technician prior to disposal of the system.

Revised 10/25/06

For questions call Daniel Odem @ (504) 736 7748/ (225) 573-7005 or Wayne Desselle @ (504) 736-7712 / (504) 919-9355

**UNAUTHORIZED WASTES  
WHICH MUST BE SEPERATED FROM C/D DEBRIS**

<p><b><u>Chemicals</u></b> Gasoline Diesel Pesticides Herbicides Solvents (paint thinners) Fuel additives Bug spray Wood strippers Cleaners (oven, drain, toilet) Rat poison Motor oil Bleach Etc.etc.</p> <p><b><u>Whitegoods</u></b> Refrigerators Freezers Washers, Dryers Hot water heaters Ovens, stoves, ranges Microwave ovens Etc.etc.</p>	<p><b><u>Paints</u></b> Latex Enamel Oil based Paint thinners Stains, finishes, glues Etc.etc</p> <p><b><u>Electronics</u></b> Computers, keyboards, Monitors TVs Stereos VCRs DVDs Flourescent Light Bulbs/ballasts Etc.etc.</p> <p><b><u>Miscellaneous</u></b> Tires Fire extiguishers Pool chemicals Batteries (auto small batteries, Nicad, Lithium) Medical wastes Guns, ammo Fireworks Creosote pilings</p>	<p><b><u>Gasoline Engines</u></b> Lawnmowers Chainsaws Edgers Weedeaters Etc.etc.</p> <p><b><u>Compressed Gas</u></b> Propane Oxygen Etc.etc.</p> <p><b><u>Aerosol Cans</u></b> All aerosol cans</p> <p><b><u>Medicines</u></b> All Medicines</p>
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## **!!! Important Safety Bulletin !!!**

### To Ensure the Safety of the Public & Contractors Before Demolition Begins:

- It is the responsibility of the customer and/or demolition contractor to notify ENTERGY that a building is being demolished and request the **removal of the Gas & Electric facilities** before demolition of the building begins:
  - *This is done by calling 1-800-Entergy (368-3749) to request the removal of Gas & Electric services lines. Please make sure Entergy's agent is notified that the building is being demolished. – This will prevent unnecessary delays and ensure proper processing.*
- Your schedule should allow 15 working days for the removal of the Gas & Electric service lines. **Don't assume that if Gas & Electric meters have been removed, that the Gas & Electric service lines have been disconnected.**
- **Louisiana Law (LRS 45:141-146) prohibits unauthorized persons from working, including moving equipment, within ten feet of any high voltage overhead electric utility line.**
  - *Work shall be performed only after satisfactory mutual arrangements have been completed between the owner or operator (Entergy) of the high voltage overhead electric utility line and the person responsible for the work to be done.*
- **Louisiana Law (Part VII of Chapter 8 of Title 40, and the sections as R.S. 40:1749.11 to 40:1749.26) requires excavators and demolishers to call a regional notification center prior to beginning work.**
  - *Prior to any excavation or demolition, each excavator or demolisher, including cable television owners or operators, shall serve telephonic notice of the intent to excavate or demolish to the regional notification center or centers serving the area in which the proposed excavation or demolition is to take place. Such notice shall be given to the notification center at least ninety-six hours, but not more than one hundred twenty hours, excluding weekends and holidays, in advance of the commencement of any excavation or demolition activity.*

*See entire laws at [www.laonecall.com](http://www.laonecall.com) or call 1-800-272-3020*

**ARCHITECTURAL GENERAL DEMOLITION KEYNOTES**  
(PERTAINS TO ALL DEMOLITION SHEETS)

These general notes generally define the architectural building demolition requirements necessary to render the balconies completely void of all existing materials required to be removed as indicated on the Drawings. Also, remove the existing storm doors at the dwelling unit entry doors – a total of 164 storm doors.

**END OF SECTION 02 41 19**

**SECTION 06 73 00 – COMPOSITE DECKING**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
  - 1. Composite Decking 2 X 6 boards.

1.3 REFERENCES

- A. ASTM D7032-04: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail Systems (Guards or Handrails), ASTM International.
- B. ASTM D7031-04: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International.
- C. ASTM E-84-01: Test method for Surface Burning Characteristics of Building Materials, ASTM International.
- D. ASTM D 570: Water Absorption of Plastics.
- E. ASTM D 1761: Mechanical Fasteners in Wood.
- F. ASTM D 1413-99: Test method for Wood Preservatives by Laboratory Soil-block Cultures.
- G. ASTM C177: Standard Test Method for SteadyState Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.

1.4 DESIGN/PERFORMANCE REQUIREMENTS

- A. Structural Performance:
  - 1. Deck: Uniform Load – 100lb/sq.ft.
- B. Fire-Test Response Characteristics per ASTM D-84

1.5 SUBMITTALS

- A. Product Data: Indicate sizes, profiles, surface style, and performance characteristics under provisions of Section 01 33 00.
- B. Samples: For each product specified, submit two (2) samples representing each actual product color, size, and finish. The sample shall be not more than 12" in length.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products on a flat and level surface. Adjust support blocks accordingly.
- B. Support bundles on supplied dunnage.
- C. When stacking bundles, supports should start approximately 8" from each end and be spaced approximately 2 feet on center. Supports should line up vertically/perpendicular to the decking product.
- D. Keep material covered using the provided bundle cover until time of installation.

#### 1.7 WARRANTY

- A. Provide manufacturer's warranty against rot, decay, splitting, checking, splintering, fungal damage, and termite damage for a period of 10 years for a commercial installation. In addition provide a Fade and Stain Warranty against good staining and fading beyond 5 Delta E (CIE units) for a period of 10 years for a commercial installation.

### **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Basis of Design are based on products supplied by Trex Company, Inc., 160 Exeter Dr., Winchester, VA 22603, 1-800-289-8739.

#### 2.2 APPLICATIONS/SCOPE

- A. Wood-Plastic Composite Lumber
  - 1. Material Description: Composite Decking consisting of recycled Linear Low Density Polyethylene (LLDPE) and recycled wood extruded into shapes and size as follows:
    - a) Trex Transcend 2 x 6 Solid Boards. (Square Shouldered Boards).
    - b) Actual Dimensions: 1.3" x 5.5", available in 20 foot lengths.
    - c) Color: Architect selected from manufacturer's standard colors.



d) Physical and Mechanical Properties as follows:

Test	Test Method	Value	
Flame Spread	ASTM E 84	60(Transcend)	
Thermal Expansion	ASTM D 1037	1.9 x 10 <sup>-5</sup> inch/inch/degree	
Moisture Absorption	ASTM D 1037	<1%	
Screw Withdrawal	ASTM D1761	558 lbs/in	
Fungus Resistance	ASTM D1413	Rating- no decay	
Termite Resistance	AWPAE1-72	Rating = 98.6	
		<b><u>Ultimate (Typical) Values*</u></b>	<b><u>Design Values</u></b>
Compression Parallel	ASTM D198	1588 psi	540 psi
Compression Perpendicular	ASTM D143	1437 psi	540 psi
Bending Strength	ASTM D198	3280 psi	500 psi
Shear Strength	ASTM D143	1761 psi	360 psi
Modulus of Elasticity	ASTM D4761	412,000 psi	200,00 psi
Modulus of Rupture	ASTM D4761	3280 psi	500 psi

\*Ultimate strength values are not meant for design analysis. Design values are for temperatures up to 130F.

2.3 ACCESSORIES

A. Fasteners:

1. Self-tapping Starboard® Stainless Steel Cap-Tor® #10 Stainless Steel 2-1/2” long, two (2) per steel angle support and 2 at 12” o.c. along any continuous tube steel support.

**PART 3 - EXECUTION**

3.1 INSTALLATION

- A. Install according to Trex installation guidelines angle supports not more than 24” on center.

- B. Cut using carbide tipped blades.
- C. Before beginning installation, measure the overall width and the length of the deck area. Dry lay boards for fit.
- D. Install 2 x 6 deck boards parallel to building exterior face.
- E. Install 2 x 6 deck boards in one continuous length without butt joints.
- F. Evenly space 2 x 6 deck boards to minimize joints between boards.

**3.2 CLEANING**

- A. Follow cleaning recommendation as per manufacturers installation guide.

**END OF SECTION 06 73 00**

**SECTION 07 92 00 – JOINT SEALANTS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
  - 1. Clean and prepare joint surfaces.
  - 2. Sealant Materials.
  - 3. Accessories.

1.3 REFERENCES

- A. ASTM C834 – Standard Specification for Latex Sealants.
- B. ASTM C790 - Standard Guide for Use of Latex Sealants.

1.4 SUBMITTALS

- A. Submit product data and samples under provisions of Section 01 33 00.
- B. Submit samples of sealant color (white).
- C. Submit manufacturer's surface preparation and installation instructions under provisions of Section 01 33 00.
- D. Submit copies of material safety data sheets.

1.5 WARRANTY

- A. Provide two year warranty under provisions of Section 01 77 00.
- B. Warranty: Replace sealants which fail because of loss of cohesion or adhesion, or do not cure.

**PART 2 - PRODUCTS**

2.1 SEALANT MATERIALS

- A. Siliconized Acrylic Latex:

1. Acrylic Latex Silicone base, single component meeting the requirements of ASTM C834, capable of withstanding movement of up to 25 percent of joint width and satisfactorily applied throughout a temperature range of 40 to 80 degrees F; Shore A hardness of maximum 50; non-staining; color: white.
2. Subject to conformance with requirements, provide products produced by one of the following manufacturers:
  - a) "Power House ® 1100A", Sherwin Williams.
  - b) "Alex Plus® Acrylic Latex Caulk Plus Silicone" - DAP®.
  - c) "AC-20 + Silicone" – PECORA.

## 2.2 ACCESSORIES:

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Filler: ASTM D1565 round, open, cell polyethylene or butyl rubber foam rod; compatible with joint forming materials.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 - EXECUTION**

### 3.1 INSPECTION

- A. Verify joint dimensions, physical, and environmental conditions are acceptable to receive work of this Section.
- B. Beginning of installation means acceptance.

### 3.2 PREPARATION

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant.
- B. Verify that joint shaping materials and release tapes are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios.

**3.3 INSTALLATION**

- A. Perform work in accordance with ASTM C834 and C790 for latex base sealants.
- B. Install sealant in accordance with manufacturer's instructions.
- C. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- D. Joints: Smooth, free of air pockets, foreign embedded matter, ridges, and sags.

**3.4 CLEANING**

- A. Remove excess materials adjacent to joints with water and clean rags.
- B. Remove cured excess sealant by cutting with a sharp edged tool.
- C. Remove thin films by abrading.

**3.5 SCHEDULE**

- A. Cement Board Siding to Cement Board Siding – Type 1.
- B. Cement Board Siding to Wood Trim – Type 1.
- C. Vinyl Fascia to Cement Board Siding or Wood Trim – Type 1.
- D. Vinyl Soffit to Cement Board Siding or Wood Trim – Type 1.
- E. Wood, Cement (Fiber) and/or PVC Column Components – Type 1.

**END OF SECTION 07 92 00**

**SECTION 08 11 69 .23 – ALUMINUM STORM DOORS AND FRAMES**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Aluminum Storm Doors, Glazed Swinging Type, Aluminum Frames, and Operating Hardware.

1.3 QUALITY ASSURANCE

- A. Comply with the following publications for fabricating and erecting aluminum frames and doors, as modified in this Section:

1.4 REFERENCES

- A. American National Standards Institute (ANSI):
  - 1. B209 Aluminum and Aluminum – Alloy Sheet and Plate.
  - 2. B221 Aluminum-Alloy Extruded Bards, Rods, Wire, Shapes, and Tubes.
- B. Federal Specifications (FS):
  - 1. TT-P-645A Primer, Paint, Zinc Chromate, Alkyd Type.
- C. American National Standards Institute (ANSI):
  - 1. A117.1 Safety Standards for the Handicapped.
  - 2. Z97.1 Safety Glazing Materials used in Building - Safety Performance Specifications and Methods of Test.

1.5 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01 33 00. These drawings shall fully describe and locate all items being furnished and shall include large scale details of principal construction features. Approved shop drawings shall constitute final contract requirements and no work shall be

- B. Submit Manufacturer's pictorial (illustrated in color) installation instructions for both left hinge and right hinge doors including handle/strike plate installation instructions.
- C. Submit Manufacturer's limited lifetime warranty guide for each door provided with door registration number, building address, unit number and door swing (left or right hand).
- D. Submit Manufacturer's (illustrated in color) "How to Manual" consisting of instructions on "How to Measure" a storm door utilizing the fill in the blank chart for "Record Your Measurements."

#### 1.6 COORDINATION

- A. The Contractor, prior to preparing the submittal for the aluminum storm doors and frames, shall measure each and every dwelling unit entry door for width, height, squareness, swing and location of the existing hinges. The existing dwelling unit entry doors wing inwards. The new aluminum storm doors and frame swing outwards. The hinges for both doors are opposite the latch side of each door.
- B. The Contractor shall use the "How to Manual" consisting of instructions on "How to Measure" a storm door. See paragraph 1.5.D. above.
- C. The Contractor shall coordinate and field-verify swing direction and shall explicitly have the new storm door hinges be on the same side as the hinges on the existing dwelling doors which are covered by the storm doors. The Contractor shall not rely upon Drawings to accurately show swings of existing doors.
- D. The Contractor shall provide a complete set of the final approved storm door shop drawings including the exact location and size.

### **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Subject to conformance with requirements, provide products produced by one of the following manufacturers:
  - 1. Aluminum Storm Doors and Frames:
    - a) Basis of Design are based on products supplied by Larsons Door Company (888-453-3768) at [www.larsondoors.com](http://www.larsondoors.com) as follows:
    - b) Doors Type S1: Tradewinds Selection 36" X 81" Midview Retractable Screen Aluminum Storm Door Model No. 14606032 with electrostatically applied baked-on polyester or acrylic finish.

- c) Doors Type S2: Tradewinds Selection 30" X 81" Fullview Retractable Screen Aluminum Storm Door Model No. 14604033175 with electrostatically applied baked-on polyester or acrylic finish.

## 2.2 FRAMES

- A. All frame components shall be 6063 T6 aluminum extrusion for additional strength and appearance. Thickness shall be  $.062 \pm .005$ . Paint shall be electrostatically applied baked-on polyester or acrylic finish.

## 2.3 ALUMINUM STORM DOORS

### A. Materials and Construction:

1. Door panel shall be miter-sawed, mechanically fastened with zinc plated screws, and incorporate a gusset joining system at the corners.
2. The door shall have steel roll formed z-bars attached for mounting the door unit in the building opening.
3. The hinge z-bar shall be factory made with four 3- inch, spring loaded, aluminum leaf hinges, supported by wear-resistant bronze bushings. Color- matched vinyl screw cap covers shall be provided to conceal the z-bar installation screws.
4. Z-bars will be weather-stripped with nonabsorbent pile. The top z-bar shall be extruded aluminum and shaped to serve as a drip cap above the door.
5. All hardware furnished by the hardware contractor for single-acting doors shall be designed for beveled edges as specified in subparagraph 6 above.
6. Storm door assemblies shall be sized to fit existing openings at existing exterior doors. Contractor shall verify sizes. Sizes may vary.

### B. Window and Screen Unit:

1. All aluminum window unit with two self-storing glass inserts shall be factory installed and fitted to complete the door unit.
2. All window sash components shall be  $.050 \pm .005$  wall thickness, miter-sawed, mechanically fastened with zinc plated screws for added rigidity.
3. Glazing method shall be a flexible vinyl weather-strip with wrap-around marine-type extrusion. Glass shall be tempered safety glass meeting the 16 CFR 1201-II standard and the ANSI Z97.1 testing standard.
4. The upper sash shall be operable, overlapping the lower (fixed) sash for maximum water protection. The operable sash shall be balanced-assisted, incorporating a heavy-duty spring system for easy operation.
5. The screen shall be retractable, affixed to the top of the operating sash so that during operation, the screen is positioned to cover only the ventilating



area. When operating sash is in the closed position the screen is retracted above window sash and cannot be seen. Screen material is constructed of fiberglass screen mesh.

6. Window sill area shall be sloped to the exterior to allow water drainage.
7. All glass shall be clear and tempered.

**C. Weatherstripping**

1. The door shall be sealed against z-bar trim with nonabsorbent woven pile. The door shall also have a "dual seal" accomplished by non-absorbent woven pile in the door flange sealed against the outer z-bar and drip cap knuckle.
2. The door shall have an adjustable 2" aluminum extruded expander with two flexible vinyl weather-strips that are field adjusted to seal the door along irregular thresholds.

**D. Hardware**

1. The hardware kit shall consist of a mortise-type latch Quickfit™ handle set with a straight lever handle on both the exterior and interior of the door. The latch assembly shall have a keyed deadbolt lock for added security. It shall have color matched heavy-duty pneumatic closers and all necessary screws and fasteners to complete the installation.
2. All storm door locks for each dwelling unit shall be keyed alike. Provide three (3) keyed alike keys for each dead bolt lock.
3. The finish of the hardware kit shall be selected by the Architect from the manufacturer's standard colors.

**E. Storm Door Finish**

1. The aluminum finish shall be factory painted. The Architect shall select a color from the manufacturer's standard colors.

**PART 3 - EXECUTION**

**3.1 SITE STORAGE AND PROTECTION OF MATERIALS**

- A. The Contractor shall see that any scratches or disfigurement caused in shipping or handling are promptly cleaned and touched up with a compatible paint and that materials are properly stored on planks of dunnage, in a dry location, and covered to protect them from damage.

**3.2 INSTALLATION**

- A. It shall be the responsibility of the general contractor to perform the following:

1. Prior to installation all frames must be checked and corrected for size, swing, squareness, alignment, twist and plumbness.
  2. Squareness +1/16": measured on a line, 90 degrees from one jamb, at the upper corner of the frame at the other jamb.
  3. Alignment +1/16": measured on jambs on a horizontal line parallel to the plane of the wall.
  4. Twist +1/16": measured at face corners of jambs on parallel lines perpendicular to the plane of the wall.
  5. Plumbness +1/16": measured on the jamb at the floor.
- B. Doors shall be installed in accordance with the illustrated instructions furnished with each door, using color matched zinc plated exterior installation screws.
- C. Install extruded drip at top of frame with joint sealant Type 1 as specified in Section 07 92 00 – Joint Sealants.
- D. Warranty
1. Warranty Registration Number: Each door shall have a registration label displaying an identification number, which is to be registered with Larson Manufacturing Company upon installation of the door per warranty card provided. See door warranty sheet in instruction booklet for details.

**END OF SECTION 08 11 69.23**

**SECTION 09 91 13 – EXTERIOR PAINTING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, General Conditions of the Contract for Construction, Supplementary Conditions of the Contract for Construction, including Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section includes the following:
  - 1. This section includes the following:
    - a) Surface preparation and the application of paint systems on the following exterior substrates:
      - 1) Ferrous metal.
      - 2) Cement Siding.
      - 3) Wood.
- B. Finish painted exterior surfaces as indicated in schedule at the end of this section.
- C. The painting includes 25 buildings total which will consist of four (4) color colors per building as follows:

<b>Color Palette Sample Form. Architect to select Colors.</b>		
<u>Color</u>	<u>Area to be Painted</u>	
1.	Siding	
2.	Trim and Square Columns	
3.	Doors and Shutters	
4.	Ferrous Metal, including round columns, railings and various components.	

- D. There shall be a total of eight (8) color palettes with the four colors within each palette per building for a total of 25 buildings. The Architect shall select and

provide the colors for the palettes/schemes to the Contractor only after the Architect receives written approval for same from the Owner. The Architect shall specify with palette shall be used at each building.

### 1.3 REFERENCES

- A. ASTM 16D - Definition of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. Painting Contractors Association/PDCA Industry Standard latest edition.

### 1.4 DEFINITIONS

- A. Conform to ASTM 16D - Definition of terms relating to Paint, Varnish, Lacquer and Related Products.
- B. Painting Contractors Association/PDCA Industry Standard latest edition – definition of terms.

### 1.5 SUBMITTALS

- A. Submit product data on all finish products under provisions of Section 01 33 00.
- B. Submit manufacturer's application instructions under provisions of Section 01 33 00.
- C. Samples for verification:
  - 1. Submit draw down paint samples on 8-1/2" x 11" 65 lb. white cardstock.
  - 2. Label Project name, Building Type, Building Number, and Architect.
  - 3. Label each coat on sample
  - 4. Label each sample for location and application area.
  - 5. Label paint color, manufacturer, product name and model number including sheen.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint materials under provisions of Section 01 66 00 in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- B. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 50 degrees F and maximum of 95 degrees F in well ventilated area.

- C. Take precautionary measures to prevent fire hazards and spontaneous combustions.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture contents of surfaces are below the following maximums:
  - 1. Wood: 10 percent.
- B. Ensure surface temperatures or the surrounding air temperature is above 40 degrees F before applying finishes. Minimum application temperatures for latex paints for interior work is between 50 degrees F and 95 degrees F for exterior work. Minimum application temperature for varnish and stain finishes is 65 degrees F.
- C. Provide adequate continuous ventilation and sufficient heating facilities to maintain temperatures above 50 degrees F for 24 hours before, during and 48 hours after application of finishes.
- D. Provide minimum 25 foot candles of lighting on surfaces to be finished.
- E. **THE USE OF SPRAY PAINTING EQUIPMENT AND PAINT ROLLERS FOR THE EXTERIOR WOOD SIDING, TRIM, AND FERROUS METALS SHALL NOT BE PERMITTED. ALL PAINTING SHALL BE DONE BY THE USE OF BRUSHES EXCEPT AS NOTED. CIGAR ROLLERS ARE PERMITTED TO BE USED AT FERROUS METALS.**

#### 1.8 EXTRA MATERIALS

- A. Provide not less than twenty (20) gallons of each color and material used.
- B. Containers shall be tightly sealed and clearly labeled for identification.

#### 1.9 SURFACES TO BE PAINTED

- A. Ferrous Metals: All surfaces exposed to view and to the weather.
- B. Cement Siding: All surfaces exposed to view and to the weather.
- C. Doors and Shutters: All surfaces exposed to view and to weather.
- D. Wood Trim and Square Columns: All surfaces exposed to view and to weather.

#### 1.10 SURFACES NOT TO BE PAINTED

- A. Vinyl soffits.
- B. New composite decking boards at balconies.
- C. Fences.
- D. Concrete.
- E. Factory-finished vinyl and/or aluminum fascia at the roof perimeter.
- F. Asphalt roofing shingles.
- G. Factory-finished window units and glass.
- H. New aluminum storm doors and frames.
- I. Door viewer, hardware and locksets at the entry doors.

## **PART 2 - PRODUCTS**

### **2.1 PAINT, GENERAL**

- A. Painting Schedule: refer to end of Part 3 of this Section for listing of applications for each product.
- B. Products, General: Refer to Part 2 for specific products. Subject to compliance with requirements, provide the products indicated or comparable products from one of the listed manufacturers for each substrate.
- C. Colors: As selected by Architect from manufacturer's full range.
- D. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

### **2.2 MANUFACTURERS - PRIMER (EXTERIOR)**

- A. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
  - 1. Ferrous Metal:

- a) Sherwin Williams Co. – Kem Kromik® Universal Metal Primer, B50NZ6 Series.
  - b) Devguard-4360 Int-Ext Industrial Primer.
- B. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
- 1. Cement Siding:
    - a) Sherwin-Williams Co. - Loxon® Concrete and Masonry Primer A24W300.
    - b) PPG-Seal Grip Interior Exterior Primer 176-921.

### 2.3 MANUFACTURERS - PAINT (EXTERIOR)

- A. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
- 1. Ferrous Metal:
    - a) Sherwin-Williams Co. - Industrial Urethane Alkyd Enamel B54 – 150 Series.
    - b) Devguard – 4308 Industrial Alkyd.
- B. Subject to compliance with requirements, provide products produced by one of the following manufacturers:
- 1. Cement Siding and Wood:
    - a) Sherwin-Williams Co. – Super Paint® Exterior Semi-Gloss Acrylic Latex A80 Series.
    - b) PPG Sun Proof® Exterior Semi-Gloss, Acrylic Latex.

### 2.4 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.

- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to the Architect, any condition that may potentially affect proper application. Do not commence until such defects have been corrected.
- B. Correct defects and deficiencies in surfaces which may adversely affect work of this Section.

#### **3.2 PROTECTION**

- A. Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- B. Furnish sufficient drop cloths, shields, and protective equipment to prevent paint droppings from fouling surfaces not being painted and in particular, surfaces which storage and preparation area.
- C. Place cotton waste, cloths, and material which may constitute a fire hazard in closed metal containers and remove daily from site.

#### **3.3 PREPARATION**

- A. Comply with manufacturers written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- C. Remove existing sealant where wood or metal surfaces meet masonry surfaces prior to scraping and sanding items to be painted.
- D. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulates.
- E. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.



- F. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- G. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- H. Fill holes, checks in wood sills and other imperfections wood surfaces with resin bonding agent and exterior epoxy filler in accordance with the manufacturers instructions. Smooth off and sand smooth to match adjacent surfaces.
- I. Remove grease, rust, scale, dirt, and dust from steel and iron surfaces. Where heavy coatings of scale are evident, removed by wire brushing, grinding, or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing.
- J. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.
- K. Sand and scrape existing steel surfaces to remove all existing paint and rust. Clean surfaces with solvent. Prime bare steel surfaces.
- L. Sand and scrape existing wood surfaces to bare wood. Clean surfaces prior to priming raw wood surfaces with primer.

### 3.4 APPLICATIONS

- A. Apply each coat at proper consistency.
- B. Each coat of paint is to be slightly darker than preceding coat unless otherwise approved by the Architect.
- C. Sand lightly between coats to achieve required finish.
- D. Do not apply finishes on surfaces that are not sufficiently dry.
- E. Allow each coat of finish to dry before following coat is applied, unless directed otherwise by manufacturer.
- F. Prime and paint top and edges of insulated steel doors.
- G. Back prime all four surfaces of any new wood fascias, trim, or ceilings, etc. prior to installation.

### 3.5 CLEANING

- A. As work proceeds and upon completion, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of work, keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Upon completion of work, leave premises neat and clean, to the satisfaction of Architect.

**3.6 PAINTING AND FINISHING SCHEDULE (EXTERIOR)**

- A. Ferrous Metal:
  - 1. Paint Finish - 1 coat alkyd primer.
  - 2. Paint Finish - 2 coats alkyd gloss finish.
- B. Cement Siding and Wood:
  - 1. Paint Finish - 1 coat acrylic latex exterior primer.
  - 2. Paint Finish - 2 coats acrylic latex exterior semi-gloss finish.

**END OF TEXT SECTION 09 91 13 MAIN TEXT. SEE ATTACHMENT "A" TO SECTION 09 91 13.**

**ATTACHMENT "A"  
SECTION 09 91 13 – EXTERIOR PAINTING**

**HOUSING AUTHORITY OF NEW ORLEANS  
EXTERIOR IMPROVEMENTS AT THE  
GUSTE I HOUSING COMMUNITY**

**February 15, 2022  
Architect's Proj. #22-017  
IFB #23-912-17**

1. Contractor shall thoroughly document the existing conditions of the entire exterior of each building prior to beginning any work. Particular attention is to be paid to building components such as those indicated below as may be applicable to the project.
  - a. Missing or broken shutters
  - b. Missing or broken house numbers
  - c. Broken window glass
  - d. Torn or missing window screens
  - e. Broken or missing light fixtures and/or globes
  - f. Missing or broken dryer vents
  - g. Damaged and/or missing gutters and downspouts
  - h. Missing and/or broken splash blocks
  - i. Missing and/or damaged woodwork and trim
  - j. Landscaping
  - k. Damaged or missing signage
  
2. Properly prepare all surfaces to be painted. Such preparation shall include, but not necessarily be limited to:
  - a. Pressure wash all exposed surfaces to be painted to remove oil, grease, dirt, mildew and/or other materials deleterious to a quality paint finish and as required by the selected paint manufacturer's written recommendations. Water pressure shall be between 2500 to 3000 psi at a flow of 4 to 14 gallons per minute or as otherwise may be specified by the selected paint manufacturer. Mildew shall be removed using a cleaner approved by the selected paint manufacturer. Allow all surfaces to dry completely prior to painting.

Note: Contractor may use the "house" water for pressure washing purposes at the individual houses. Contractor shall make a good faith effort to conserve water to the extent possible. Equipment, hoses and connections shall free from leaks. Failure to properly maintain equipment, hoses and connections may result in the Contractor's being back charged for excessive use of water. Should this occur, the amount charged will be based on the net increase of the average of the previous three (3) water bills for the property.
  - b. Sand all hard, glossy surfaces
  - c. Remove all loose paint by scraping and/or sanding. Feather edges of remaining paint as required to achieve a smooth finish.
  - d. Ensure that all fasteners are properly set and filled. Fill holes prior to application of final finish coat of paint as recommended by the paint manufacturer.
  - e. Remove old caulking from all joints, cracks or other voids. Properly clean all joints, cracks and other voids and apply new caulking. Sequence of this work shall be as follows:
    - i. Apply primer and first coat of finish paint
    - ii. Prepare joint and apply caulking/sealer

- iii. Allow caulking/sealer to cure a minimum of eight (8) hours or as otherwise recommended by the caulking/sealer and/or paint manufacturer. Color of new caulking shall be white.
  - iv. Review of remedial work including prime coat and caulking prior to start of final coat.
  - v. New caulking that has shrunk, cracked or otherwise is unsuitable to receive paint shall be removed and new caulking installed.
  
  - f. Knots and pitch streaks shall be scraped, sanded and spot primed with shellac-based primer before primer coat is applied. Fill open knots, checking, etc. with caulking/sealer. Edges, corners and raised grain shall be eased by sanding prior to applying prime or first finish coat.
  - g. Complete preparatory work as may be required by the selected paint manufacturer's written instructions.
  - h. Properly prime all bare wood or other materials prior to applying first coat of paint. For new material, all six sides are to be primed prior to installation. Exposed surfaces are to receive one finish coat in addition to the final finish coat.
    - i. Apply first finish coat of paint. Allow paint to dry as required by the paint manufacturer's written directions before applying subsequent coat of paint.
    - ii. Apply second finish coat of paint. Allow paint to dry as required by the paint manufacturer's written directions before applying subsequent coat of paint (if needed for coverage).
  
  - i. Commencement of Work in a specific area shall be construed as acceptance of the surfaces to be painted.
3. Paint all exterior components as follows:
- a. Paint only those surfaces that were previously painted. Exceptions and clarifications:
    - i. Existing conduits or pipes mounted to the side of the buildings shall be painted to match the adjacent wall for the full length of the conduit or pipe (from ground to panel or device) regardless if previously painted.
    - ii. Elements with a factory finish such as electrical panels, gutters and downspouts are not to be painted.
  
  - b. A schedule of colors shall be provided by the Architect. Multiple color schemes will be provided, however, each house will have four (4) different paint colors. See paragraph 1.2.C., page 09 91 13-1 of Section 09 91 13 – Exterior Painting. The Architect shall provide a written list of the selected paint colors to the Contractor.

The Contractor shall provide a minimum of three (3) draw down samples for each color prepared on 65 lb. cardstock, minimum, and labeled with the paint color manufacturer and model number for approval by the Architect, HANO and Property Management.

- c. If used, new materials such as wood trim and fiber cement board siding are to be primed on all six sides prior to installation. New materials shall receive two (2) coats of finish paint applied in sequence with the general painting work.
- d. Remove-to-reinstall and/or properly protect all hardware, house numbers, accessories, device plates, lighting fixtures, factory-finished items (including downspouts) prior to applying paint. Upon completion of the Work on each house, carefully replace all removed items and remove all protective measures. Do not allow painter's tape to remain in place more than that recommended by the tape manufacturer and/or the selected paint manufacturer. All such protective measures must be removed prior to asking for a review of completed Work by the Architect. Note: Lighting fixtures and electrical devices shall only be removed and reinstalled by a licensed electrician.
- e. Paint shall be applied in strict accordance with the Project Specifications and manufacturer's written recommendations. **Note: Regardless of what might be stated in the manufacturer's written recommendations or specified in the Project Specifications, the use of spray application is strictly prohibited for any paint application.**
- f. The following shall be followed regarding the application of paint:
  - i. Exterior doors shall have tops, bottoms and side edges finished the same as the exterior face of the doors. The interior faces of the doors are not part of the Scope and are not to be painted. Exterior faces of door trim, stops, heads and jambs are to be painted. The interior faces of trim, stops, heads and jambs are not to be painted. For the purpose of this IFB, only the exterior edge of the stop is to be painted.
  - ii. The edges of the door, window and corner trim shall be painted to match the exterior wall color.
  - iii. Do not cover or paint over any code required labels or any equipment identification labels or plates. If such existing items have been previously painted, paint is to be removed during the cleaning and preparation process. If paint cannot be safely removed without damaging the label and/or plates, notify Owner in writing via an RFI for direction.
  - iv. In general and unless specifically addressed otherwise in the paint manufacturer's written recommendations, do not apply paint immediately following a rain event or foggy weather; or when the temperature is below 50 degrees Fahrenheit (50° F). Substrate temperature must be a minimum of 5 degrees Fahrenheit above the dew point temperature while painting. Do not paint surfaces while exposed to a full hot sun.

- v. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, drips, sags, holidays, brush marks, air bubbles, excessive roller stipple and other defects in all coats of paint.
  - vi. Keep surfaces dust, dirt and debris free before and during painting.
  - vii. All coats shall be dry in accordance with the manufacturer's instructions prior to applying succeeding coats.
  - viii. Execute work in accordance with paint container label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and product data sheets.
  - ix. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage regardless of amount of coats specified or applied. Touch-up painting is not allowed on the final finish coat of paint. Final coat shall extend corner to corner or other termination point as directed by the Architect.
- g. Stop exterior painting activities early enough in the day to permit paint film to set up before condensation occurs (such as caused by night temperature drops).
4. Materials
- a. All paints shall be delivered to the project site in the original containers with the manufacturer's labels intact.
  - b. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specifically allowed by the paint manufacturer.
  - c. Contractor shall make all materials used on the project available for review by the Architect at any time during the course of the Work. Materials not conforming to Attachment "A" and/or Section 09 91 13 – Exterior Painting, shall be removed from the project site.
  - d. If instructions contained in this Attachment "A" vary from the selected paint manufacturer's written recommendations, the higher standard shall prevail unless specifically approved otherwise in writing by the Architect.
5. Protection of adjacent materials not to be painted
- a. Contractor shall protect its work at all times and shall protect all adjacent work and materials by suitable covering or other methods during the progress of the work. The Contractor shall protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected include, but are not necessarily limited to windows and window glass, brick, concrete slab edges, surrounding lawn, trees, shrubbery, porch and balcony decks and steps and any resident or visitor owned property (furniture, autos, and any other items in proximity of area to be painted). Coordinate the removal of personal property with HANO and Property Management. If personal property is not removed in a timely fashion,

- contact HANO and Property Management for direction. Failure to properly notify HANO and Property Management will not be cause for an increase in the Contract Sum and/or an extension of the Contract Time.
- b. Upon completion of work, Contractor shall remove all paint droppings and/or other extraneous paint materials from floors, glass, concrete and other surfaces not specified to be painted and/or surfaces of a different color. If such extraneous paint cannot be removed, Contractor shall the bear the cost of replacement of such materials.
  - c. Contractor shall label freshly painted areas with "Fresh Paint" signs or otherwise properly demarcate and protect work areas. Contractor bears sole responsibility for paint finishes ruined or otherwise adversely affected by the residents and/or other persons due to the Contractor's failure to properly protect its work.
  - d. Do not allow painter's tape to remain in place more than that recommended by the tape manufacturer and/or the selected paint manufacturer. Paint finishes that are damaged during the removal the tape shall be properly prepared and received two coats of finish paint.
6. Contractor shall keep the work area clear of trash and debris. Contractor shall on a daily basis remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
  7. The performance of the Work shall be limited to the hours between 7:00 AM and 5:00 PM on week days, and 9:00 AM to 5:00 PM on weekends and holidays; or as may otherwise be limited by City ordinance. Should Work be required outside these limits, written approval must obtained from HANO and Property Management one full business day prior to commencing any such Work.
  8. Testing of Coating Materials. The Contractor shall engage at its expense, the services of a qualified testing agency to sample coating materials and to ensure that the proper coating thickness has been applied. The frequency of the sampling and testing shall be as recommended by the coating manufacturer, but no less than as follows:
    - a. Sampling: Minimum of ten percent of each coating product
    - b. Testing: Minimum of one test on each of the prime coat and two finish coats on all twenty-five (25) buildings.Cost of sampling and testing shall be included in the Base Bid. The cost of sampling and testing shall be a separate line item on the Schedule of Values.
  9. Contractor shall not wash out paint brushes, rollers or other tools and equipment at the individual houses. A washout area will be designated by HANO and Property Management and the cleaning of brushes, tools and equipment shall be limited to this area. HANO and Property Management will provide the location for the washout area only. The Contractor shall be responsible for establishing the washout area in accordance with all applicable codes, laws, ordinances and regulations established by the authorities having jurisdiction. HANO and Property Management will provide a single source of



water. Contractor shall be responsible for installing any temporary measures that may be required to bring water to the washout location.

**At the Contractor's option:**

In lieu of the wash out area, Contractor may use portable, self-contained and watertight container(s) that controls, captures and contains potentially hazardous paint wastewater and washout materials shall be used. Use of this washout container shall be in strict accordance with all applicable codes, laws, ordinances and regulations established by the authorities having jurisdiction and the container manufacturer's written instructions.

The container shall have a closable and lockable lid and shall remain closed and locked except when in use. The container shall be properly maintained as to prevent spills and overflows. The container shall be inspected throughout the work day by the Contractor's supervisory personnel and shall be emptied when 75% full and at the end of each work day. Contractor's supervisory personnel shall ensure that proper housekeeping measures are employed when using and emptying the container.

Spills shall be cleaned up immediately and in accordance with all applicable codes, laws, ordinances and regulations established by the authorities having jurisdiction. Any materials damaged by the washout process shall be repaired or replaced by the Contractor and at the Contractor's expense.

Contractor shall advise the Architect, HANO and Property Management as to its decision regarding the washout area for further discussion during the Preconstruction Conference. It shall be so noted to be included as an agenda item.

**Do not empty waste water into the storm drainage system.**

10. Project Safety. The Contractor shall solely be responsible for the establishment and maintenance of safety programs associated with the Work. In addition, all safety precautions noted on the manufacturer's product data sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets shall be available on site at all times.

Contractor shall post precautionary signs when working at an individual house. Precautionary signs shall also be placed on the paint washout area and/or container(s).

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

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

Although all the work will be performed outdoors, Contractor shall strictly adhere to all COVID-19 precautions as required by the governing agencies having jurisdiction at the time that the work is being performed.

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

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

12. No smoking, eating or drinking of any beverage is allowed at the individual houses. Such activities are to be limited to the Contractor's and/or workers' vehicles and/or an area as may be designated by Property Management.
13. Workers will not be allowed to use restroom facilities at the individual houses or the management buildings. Contractor shall provide an adequate number of portable toilets in a manner and location(s) acceptable to HANO and Property Management, as may be required by the governing agencies having jurisdiction.
14. Mock Up. One triplex building 2540-42-44 Thalia Street (corner of Thalia Street and S. Robertson Street, shall be selected by the Architect as a mock up for repair, preparatory work, prime and finish painting. Each completed phase of the mock-up shall be reviewed and approved by the Architect prior to proceeding with the next phase. This building will be completed out of sequence and shall be used to establish the standard of acceptability for the remainder of the Work. The mock up building shall be shown on the Contractor's progress schedule. Production work shall not begin until the mock up has been approved by the Architect, HANO and Property Management.

**Approval of the mock-up does not constitute approval of deviations from the Contract Documents unless specifically approved in writing by the Architect.**

15. The Work shall be subject to review by the Architect during normal working hours. All areas of the Work are to be available for such reviews. Contractor shall be required to provide ladders, lifts, etc. for such reviews at no additional cost.

**END OF SECTION 09 91 13, INCLUDING ATTACHMENT "A"**

# Appendix B Drawings



**PROJECT GENERAL NOTES**

- These Drawings are a part of the Contract Documents. See the Project Manual for a list of the Contract Documents.
- The Contractor shall verify all relevant dimensions and field conditions and shall notify the Architect of any discrepancies between existing field conditions and how they are portrayed in these drawings. Contractor shall verify the fit of all proposed construction.
- The Contractor shall make a reasonable effort to prevent hazards & inconveniences to tenants, guests, property management personnel, grounds maintenance personnel, neighbors, and the general public. The Contractor shall make a reasonable effort to provide for the safety of persons on site and on the adjacent public right of ways and shall secure any necessary City permits for barricades, signs, covered walks or other safety features. Such safety features, as deemed to be reasonable, shall be within the Contractor's scope of work.
- The Contractor shall ensure that all workers are provided with reasonable gear and equipment for personal safety and that all workers on the site have had reasonable training in safety procedures. The Contractor shall ensure that all Contractor personnel at the project site are covered with Workers' Compensation insurance.
- The Contractor shall provide reasonable protection to prevent damage to all new (and existing to remain) work, materials, equipment, and existing structures, finishes, plants, soil, grading, and furnishings. The Contractor shall also take reasonable precautions to protect adjacent City property and utilities. Any damaged items shall be quickly replaced or repaired by the Contractor at the Contractor's expense. Turf grass is explicitly included.
- All materials, fixtures, etc. shall be new unless otherwise specified and shall be handled & installed according to all of the manufacturers' instructions & recommendations. Should the Contractor discover an apparent discrepancy between the manufacturer's instructions & recommendations and the Architect's instructions (including these documents), the Contractor shall immediately bring the discrepancy to the Architect's attention.
- The Contractor shall acquire all the required permits to perform the work, and the work shall comply with all applicable codes & laws. Should the Contractor discover an apparent discrepancy between applicable codes & laws and the Designer's instructions (including these documents), the Contractor shall immediately bring the discrepancy to the Architect's attention.
- The Contractor shall carry insurance as indicated in the Project Manual for the entire duration of the work, and the Contractor shall promptly provide documentation of such insurance when requested by the Architect or Owner. The Architect and the Owner shall be named as insured on the Contractor's General Liability policy, and the Contractor shall provide certificates of insurance indicating so prior to commencement of the Contractor's on-site operations.
- The Contractor shall price and perform all work necessary to legally complete the Work as described in this drawing set. Provide all necessary incidental and prerequisite work, whether or not the necessary incidental and prerequisite work is specifically indicated. (Exception: No remediation of existing materials regulated by the Environmental Protection Agency or the Louisiana Department of Environmental Quality is required as Base Bid work, and no such work is expected by the Architect to be required.)
- The Contractor shall provide security measures during construction as required to reasonably protect the work area and Contractor storage areas from vandalism and theft.
- The Contractor shall promptly notify the Architect if any discrepancies within the Contract Documents are discovered. In the absence of prompt feedback from the Architect, the Specifications documents shall supercede the Drawings. If there are discrepancies within the Drawings or within the Specifications that are not clarified by the Architect prior to the submission of construction bids, the construction bid shall be for the most costly of the conflicting work items.
- Except as specifically indicated in the Drawings and Specifications, all indicated Work shall be included in the Base Bid.
- Provide a Final Cleaning as per the Specifications throughout all areas at which work is done and at all areas of the sites utilized by the Contractor. Also, provide a Final Cleaning as per the Specifications at all areas used by the Contractor for temporary facilities and at all areas used by the Contractor for movement of personnel, equipment, and materials.
- See the Specifications regarding demolition. In addition to all demolition specifically indicated in these Drawings, provide all demolition work that is prerequisite to the proposed new construction.
- Prior to bidding, all Bidders shall observe all twenty-five (25) of the Guste I buildings from the adjacent public streets and shall thereby familiarize themselves with the visible existing conditions as they relate to the Work.

**PHOTOGRAPHS OF EXISTING CONDITIONS**

The photographs below show some examples of the existing conditions on site.



This is Building Type "J"; in the foreground is the rear and side of the 1-story portion.



This photo shows a typical First Floor rear porch shared by two living units.



This photo shows the typical rear elevation appearance of Building Types "B", "C", and "D".



This photo shows a Building Type "J", front and right side.



This photo shows a Building Type "G", front.

**ABBREVIATIONS**

Abv.	ABOVE	J-BOX	JUNCTION BOX
A/C	AIR CONDITIONING	KDFA	KNOCKED DOWN FIELD ASSEMBLY
ADA	AMERICANS WITH DISABILITIES ACT	Lav.	LAVATORY
AFF	ABOVE FINISHED FLOOR	Lb.	POUND (S)
AHU	AIR HANDLING UNIT	LEED	LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN
Alum.	ALUMINUM	M	MECHANICAL DRAWINGS AND SPECIFICATIONS
Approx.	APPROXIMATE(LY)	Max.	MAXIMUM
Apt.	APARTMENT	MECH	MECHANICAL
Arch.	ARCHITECT(URAL)	MEP	MECHANICAL/ELECTRICAL/PLUMBING
ARRA	AMERICAN RECOVERY AND REINVESTMENT ACT	MH	MOUNTING HEIGHT
ASF	ABOVE SUB-FLOOR	Min.	MINIMUM
A.T.	ALUMINUM THRESHOLD	Misc.	MISCELLANEOUS
Bo.	BOARD	MO	MASONRY OPENING
BFE	BASE FLOOD ELEVATION	MPE	MECHANICAL/PLUMBING/ELECTRICAL
Bldg.	BUILDING	MR	MOISTURE RESISTANT
Bk.	BLOCK (ING)	M.T.	MARBLE THRESHOLD
Bm.	BEAM	Mtl.	METAL
Btm.	BOTTOM	NIC	NOT IN CONTRACT
Btwn.	BETWEEN	NFPA	NFPA CODE(S)
Cab.	CABINET	NTS	NOT TO SCALE
Cem.	CEMENT	OC	ON CENTER (S)
CJ	CONTROL JOINT	OD	OUTER DIAMETER
CL	CENTERLINE	P	PLUMBING DRAWINGS AND SPECIFICATIONS
Clg.	CEILING	Plywd.	PLYWOOD
CMU	CONCRETE MASONRY UNIT	PSI	POUNDS PER SQUARE INCH
Col.	COLUMN	PT	PRESERVATIVE TREATED
Conc.	CONCRETE	Ptd.	PAINTED
Cont.	CONTINUOUS	PVC	POLYVINYL CHLORIDE
Cu Yds	CUBIC YARDS	Qty.	QUANTITY
D	DRYER	R/A	RETURN AIR
Dbl.	DOUBLE	Ref.	REFRIGERATOR
Demo.	DEMOLISH, DEMOLITION	Reqd	REQUIRED
Diag.	DIAGONAL	RH	ROUGH HEAD (ROUGH HEADER)
Dim.	DIMENSION	RJ	ROUGH JAMB
DN	DOWN	RO	ROUGH OPENING
Dr.	DOOR	Sec	SECTION
DS	DOWNSPOUT	SEER	SEASONAL ENERGY EFFICIENCY RATIO
Dtl.	DETAIL	Sht.	SHEET
DW	DISHWASHER	Sim.	SIMILAR
DWG	DRAWING	Sl.	SLOPE
E	ELECTRICAL DRAWINGS AND SPECIFICATIONS	SC	SOLID CORE
EIFS	EXTERIOR INSULATING FINISH SYSTEM	Spec	SPECIFICATION, SPECIFIED
EJ	EXPANSION JOINT	Sq.	SQUARE
Elec.	ELECTRIC(AL)	SS	STAINLESS STEEL
Elev.	ELEVATION	Std.	STANDARD
EQ	EQUAL	Stl.	STEEL
Exist.	EXISTING	Svc.	SERVICE
Ext.	EXTERIOR	Tel.	TELEPHONE
FE	FIRE EXTINGUISHER	T&G	TONGUE AND GROOVE
FJ	FINGER-JOINED PINE OR FIR	Thk.	THICK (NESS)
Ft.	FOOT (FEET)	TV	TELEVISION
Galv.	GALVANIZED	Typ.	TYPICAL
GFI	GROUND FAULT CIRCUIT INTERRUPTER	UL	UNDERWRITERS LABORATORIES (UL, LLC)
Gyp.	GYPSON	LNO	UNLESS NOTED OTHERWISE
HANO	HOUSING AUTHORITY OF NEW ORLEANS	VCT	VINYL COMPOSITION TILE
HB	HOSE BIB	Vert.	VERTICAL
HC	HOLE COW CORE	VIF	VERIFY IN FIELD
HM	HOLLOW METAL	W	WASHING MACHINE
Ht.	HEIGHT	W/	WITH
HVAC	HEATING/VENTILATING/AIR CONDITIONING	Wd.	WOOD
IBC	INTERNATIONAL BUILDING CODE, 2015 EDITION	Wdw.	WINDOW
ID	INNER DIAMETER	WH	WATER HEATER
In.	INCHES	W/O	WITHOUT
Insul.	INSULATION, INSULATING	WP	WATERPROOF
Int.	INTERIOR	Yr.	YEAR(S)
IRC	INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION		

Notes on Abbreviations: 1. The use of punctuation and capitalization may vary in the Drawings and Specifications; meanings shall nonetheless be as indicated above. 2. Electrical and Civil Drawings and Specifications may include additional abbreviations. 3. Industry standard abbreviations may be used in the Contract Documents in addition to the abbreviations listed above.

**INDEX OF DRAWINGS**

- GENERAL**
- G-01 Index of Drawings, Miscellaneous Project Information
  - G-02 Site Plan, Schedules, Keynotes, Miscellaneous
- ARCHITECTURAL**
- A-01 Building Type A, Floor Plans
  - A-02 Building Type A, Elevations
  - A-03 Building Type B, First Floor Plan
  - A-04 Building Type B, Second Floor Plan
  - A-05 Building Type B, Front and Rear Elevations
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  - A-07 Building Type C, First Floor Plan
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  - A-17 Building Type E, Front and Rear Elevations
  - A-18 Building Type E, Side Elevations
  - A-19 Building Type F, First Floor Plan
  - A-20 Building Type F, Second Floor Plan
  - A-21 Building Type F, Front and Rear Elevations
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  - A-25 Building Type G, Front and Rear Elevations
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  - A-27 Building Type H, First Floor Plan
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  - A-31 Building Type J, First Floor Plan
  - A-32 Building Type J, Second Floor Plan
  - A-33 Building Type J, Front and Rear Elevations
  - A-34 Building Type J, Side Elevations

**BUILDING & OCCUPANCY INFORMATION**

The Work is to be performed at twenty-five (25) residential buildings. All buildings are Type V construction, light wood frame, two-stories. As shown on the Site Plan (Sheet G2), the Guste I site consists of three city blocks, each of which contains multiple buildings around a central parking lot. Municipal addresses and Lot/Square numbers are provided on Sheet G-2.

Use and Occupancy Classification as per the International Building Code (IBC), 2015 edition:  
Group R-2, Apartment House.

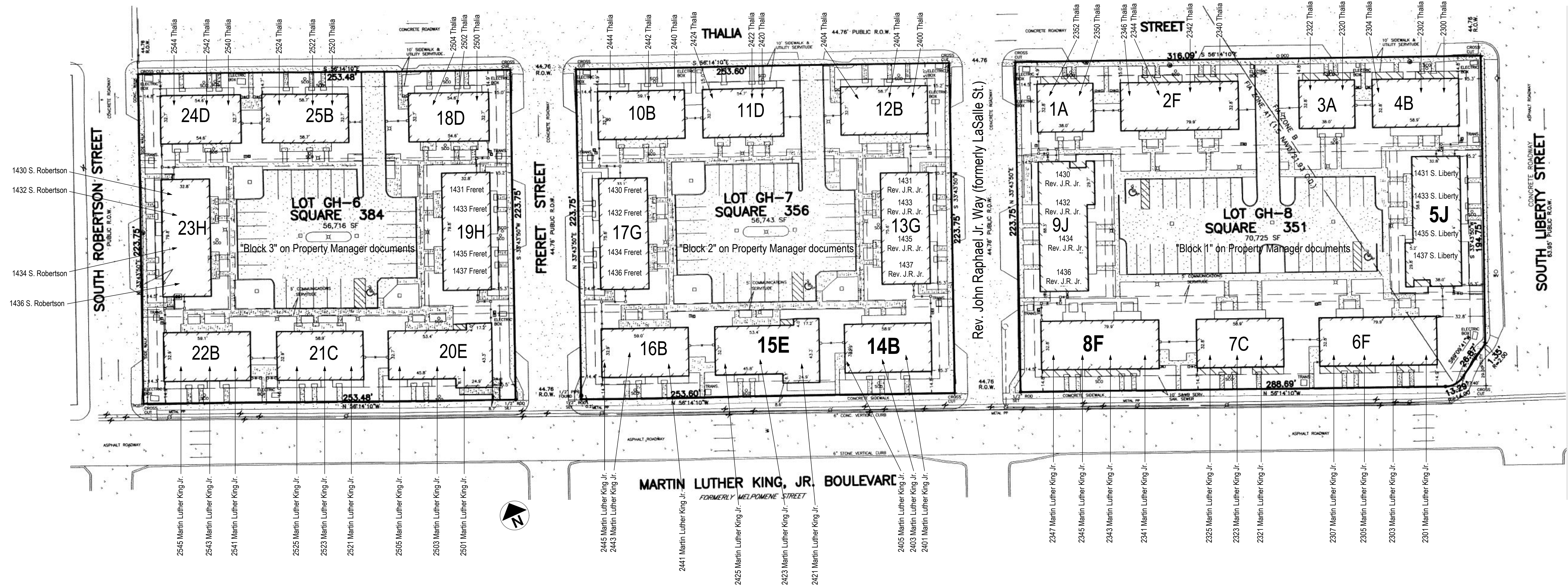
**PROJECT DIRECTORY**

**OWNER:**  
Housing Authority of New Orleans  
(HANO)  
Langston Ford, Project Manager  
4100 Touro St.  
New Orleans, LA 70122  
phone: 504-670-3324  
lford@hano.org

**ARCHITECT:**  
Volume Zero, LLC  
Michael Cajski, Project Architect  
1034 Joliet St.  
New Orleans, LA 70118  
phone: 504-864-9909  
michael@volumezero.com

**SITE PLAN NOTES**

1. This Site Plan drawing is included in the drawings by the Architect to show approximate existing building locations and existing major site features. Actual conditions may vary.
2. Each building is labeled with a number and a letter. Numbers indicate building numbers, and letters indicate building types: A, B, C, D, E, F, G, H, and J.



1 Site Plan  
G-2 Scale: 1" = 40 ft

**SCHEDULE OF BUILDING TYPES, BALCONIES, AND STORM DOORS**

Bldg. Type	Qty. of Bldgs. per Type	Qty. of Living Units per Bldg.	Qty. of Living Units per Bldg. Type	Balcony Types	Qty. of Balconies per Bldg.	Qty. of Balconies per Bldg. Type	Approx. Balcony Size (width X depth)	Qty. of S1 (Storm Door, 36" X 80") replacements per Bldg.	Qty. of S1 (Storm Door, 36" X 80") replacements per Bldg. Type	Qty. of S2 (Storm Door, 30" X 80") replacements per Bldg.	Qty. of S2 (Storm Door, 30" X 80") replacements per Bldg. Type
A	2	2	4	Balc. A	2	4	13'-8" X 5'-0"	4	8	2	4
B	7	3	21	Balc. B	2	14	20'-4" X 5'-0"	6	42	2	14
C	2	3	6	Balc. C	2	4	19'-8" X 5'-0"	6	12	2	4
D	3	3	9	Balc. D1	2	6	14'-6" X 5'-0"	6	18	3	9
				Balc. D2	1	3	7'-6" X 5'-0"				
E	2	3	6	Balc. E	1	2	20'-8" X 2'-6"	6	12	0	0
F	3	4	12	Balc. F	2	6	20'-4" X 5'-0"	8	24	2	6
G	2	4	8	Balc. G	2	4	20'-8" X 4'-4"	8	16	2	4
				Balc. G2	1	2	20'-8" X 1'-10"				
H	2	4	8	Balc. H	2	4	20'-8" X 5'-0"	8	16	2	4
J	2	4	8	Balc. J	2	4	20'-10" X 3'-4"	7	14	0	0
Column totals (Guste 1 totals):	25 buildings		82 Living Units			53 Balconies			162 S1 Storm Doors		45 S2 Storm Doors



Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



signed electronically, 2/15/2023  
Michael Cajski  
Registered Architect #5201  
Architect's project no. 22-017  
drawn by MC  
sheet no.

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

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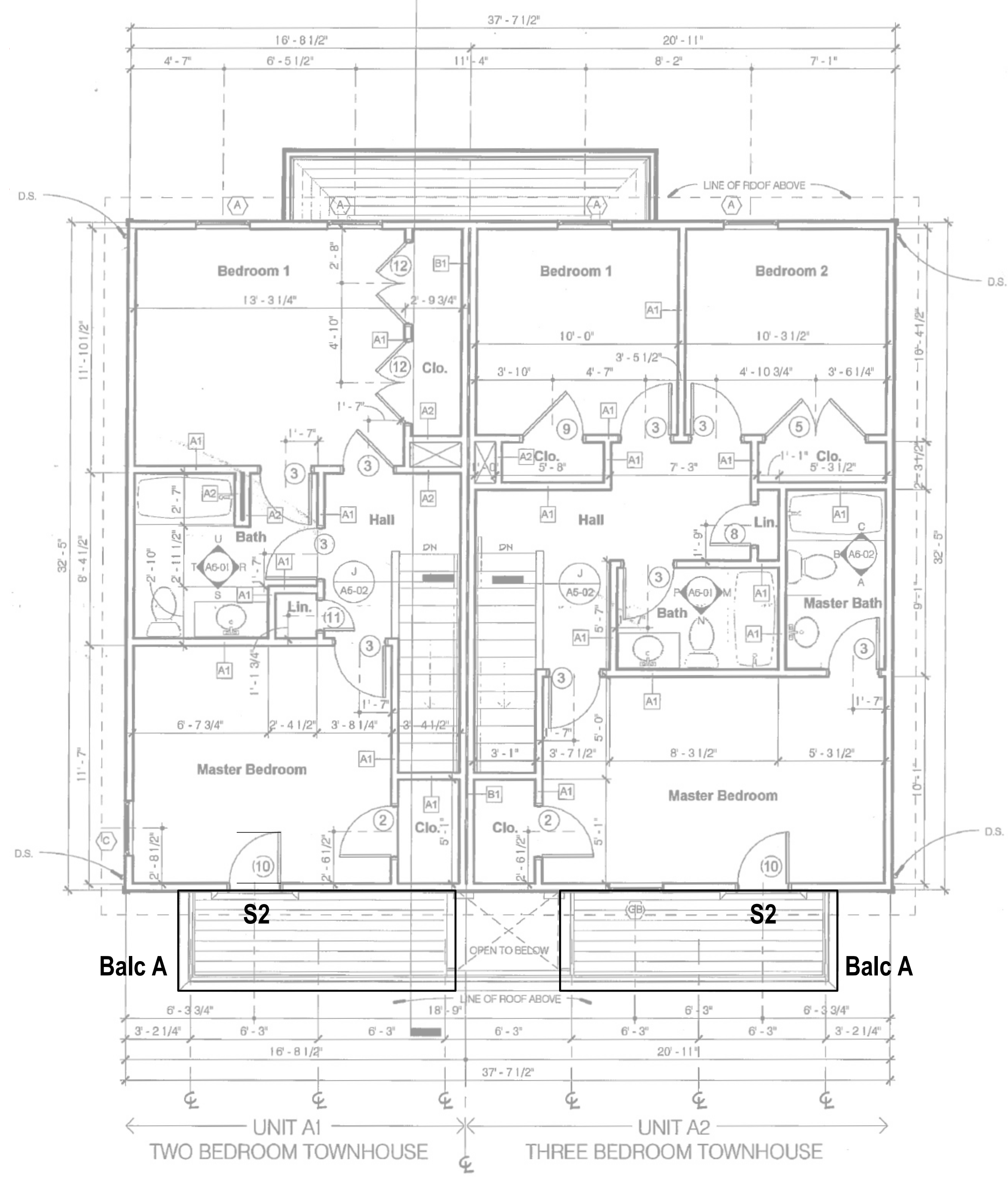
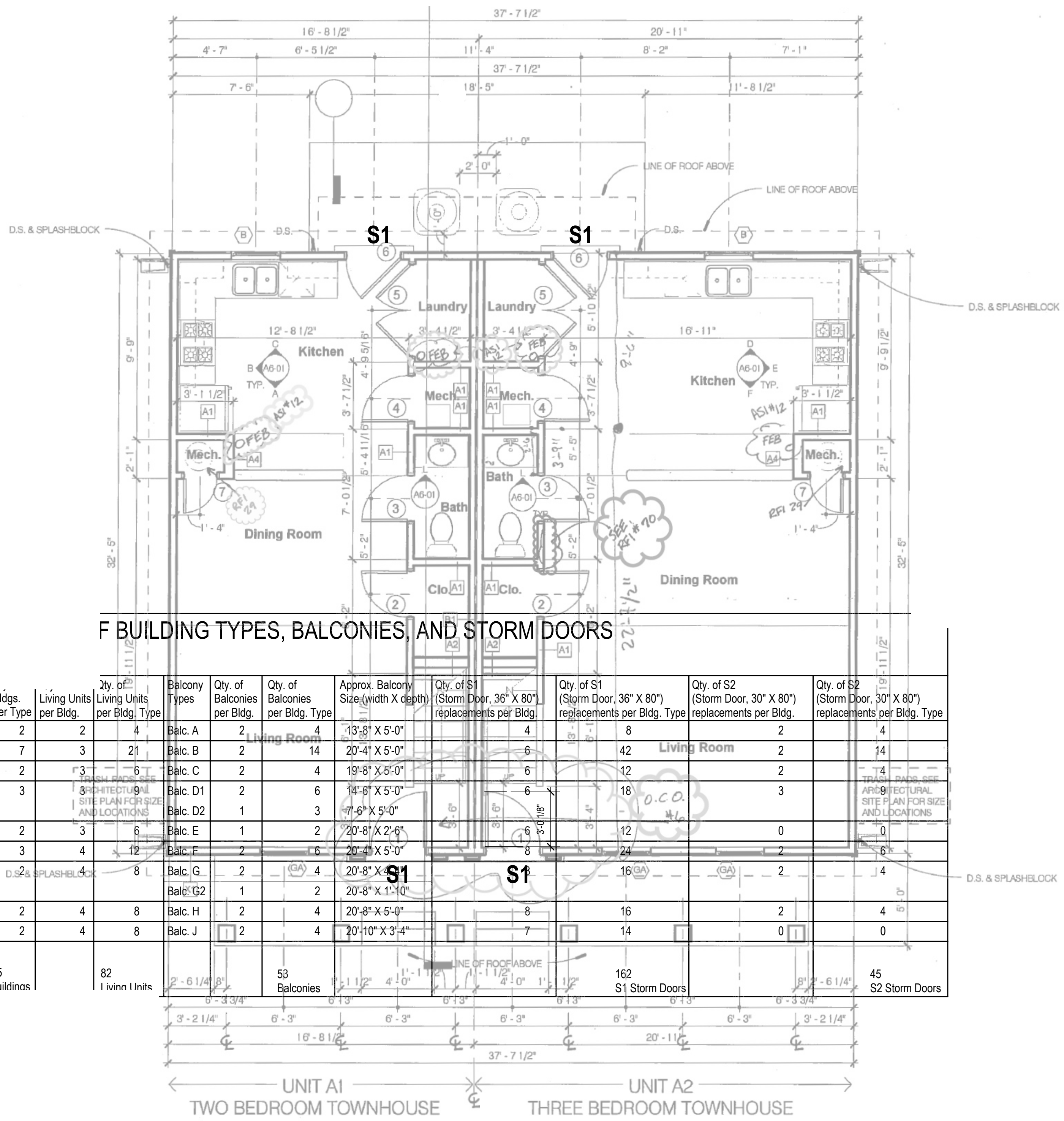


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Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



F BUILDING TYPES, BALCONIES, AND STORM DOORS

Type	Bldgs. per Type	Living Units per Bldg.	Qty. of Living Units per Bldg.	Balcony Types	Qty. of Balconies per Bldg.	Qty. of Balconies per Bldg. Type	Approx. Balcony Size (width X depth)	Qty. of S1 (Storm Door, 36" X 80") replacements per Bldg. Type	Qty. of S1 (Storm Door, 36" X 80") replacements per Bldg. Type	Qty. of S2 (Storm Door, 30" X 80") replacements per Bldg. Type	Qty. of S2 (Storm Door, 30" X 80") replacements per Bldg. Type
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C	2	3	6	Balc. C	2	4	19'-8" X 5'-0"	6	12	2	4
D	3	3	9	Balc. D1	2	6	14'-6" X 5'-0"	6	18	3	9
E	2	3	6	Balc. D2	1	3	17'-6" X 5'-0"	6	18	0	0
F	3	4	12	Balc. E	1	2	20'-8" X 2'-6"	6	12	0	0
G	2	4	8	Balc. F	2	6	20'-4" X 5'-0"	8	24	2	6
H	2	4	8	Balc. G	2	4	20'-8" X 5'-0"	8	16	2	4
I	2	4	8	Balc. G2	1	2	20'-8" X 1'-10"	8	16	2	4
J	2	4	8	Balc. H	2	4	20'-8" X 5'-0"	8	16	2	4
K	2	4	8	Balc. I	2	4	20'-10" X 3'-4"	7	14	0	0
L	2	4	8	Balc. J	2	4	20'-10" X 3'-4"	7	14	0	0
Column totals (Guste 1 total)	25	100	82	53 Balconies	53	53		162 S1 Storm Doors	162	45 S2 Storm Doors	45

1 Bldg Type A, First Floor Plan  
Scale: 1/4" = 1'-0"

2 Bldg Type A, Second Floor Plan  
Scale: 1/4" = 1'-0"

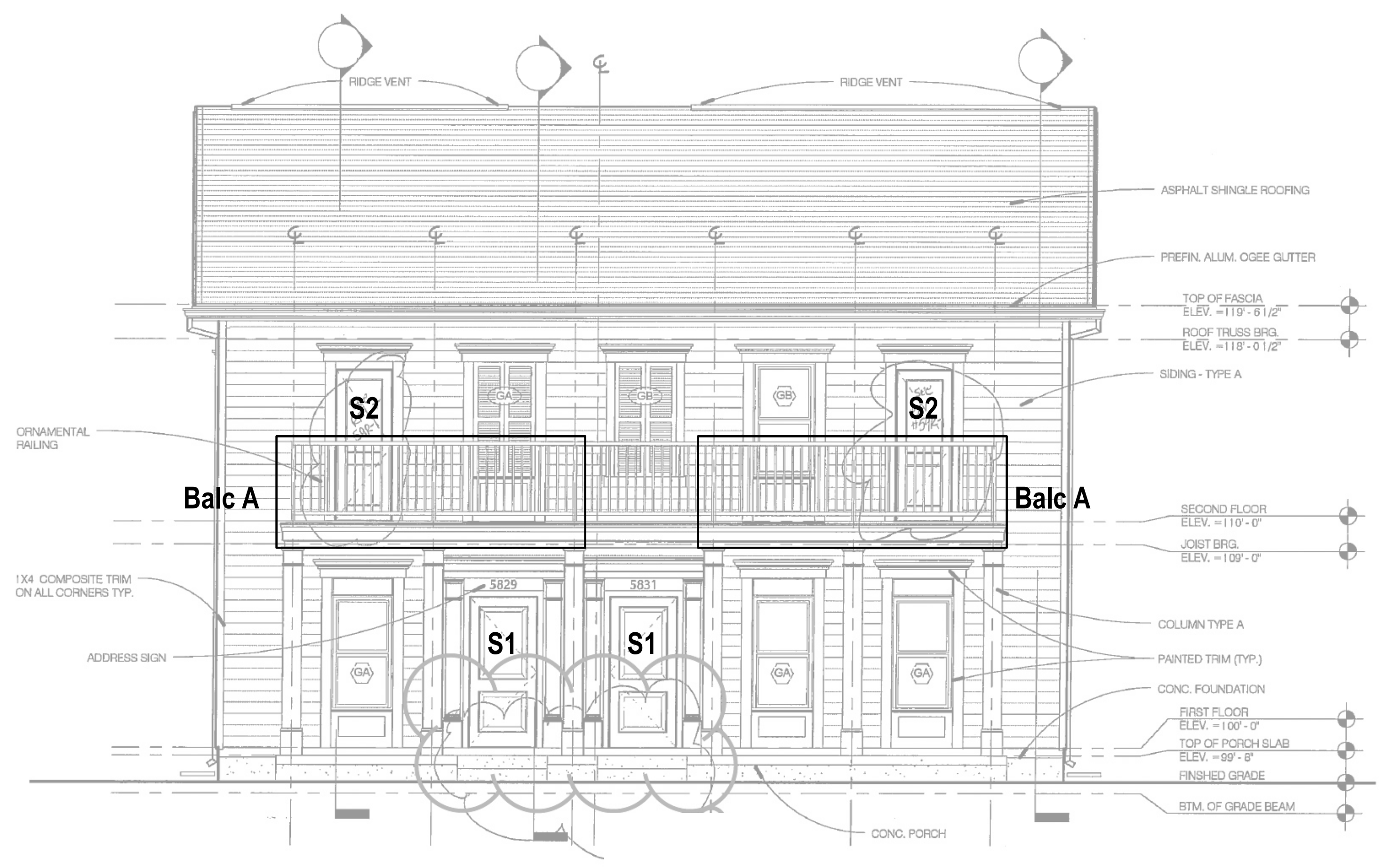
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**Exterior Improvements**  
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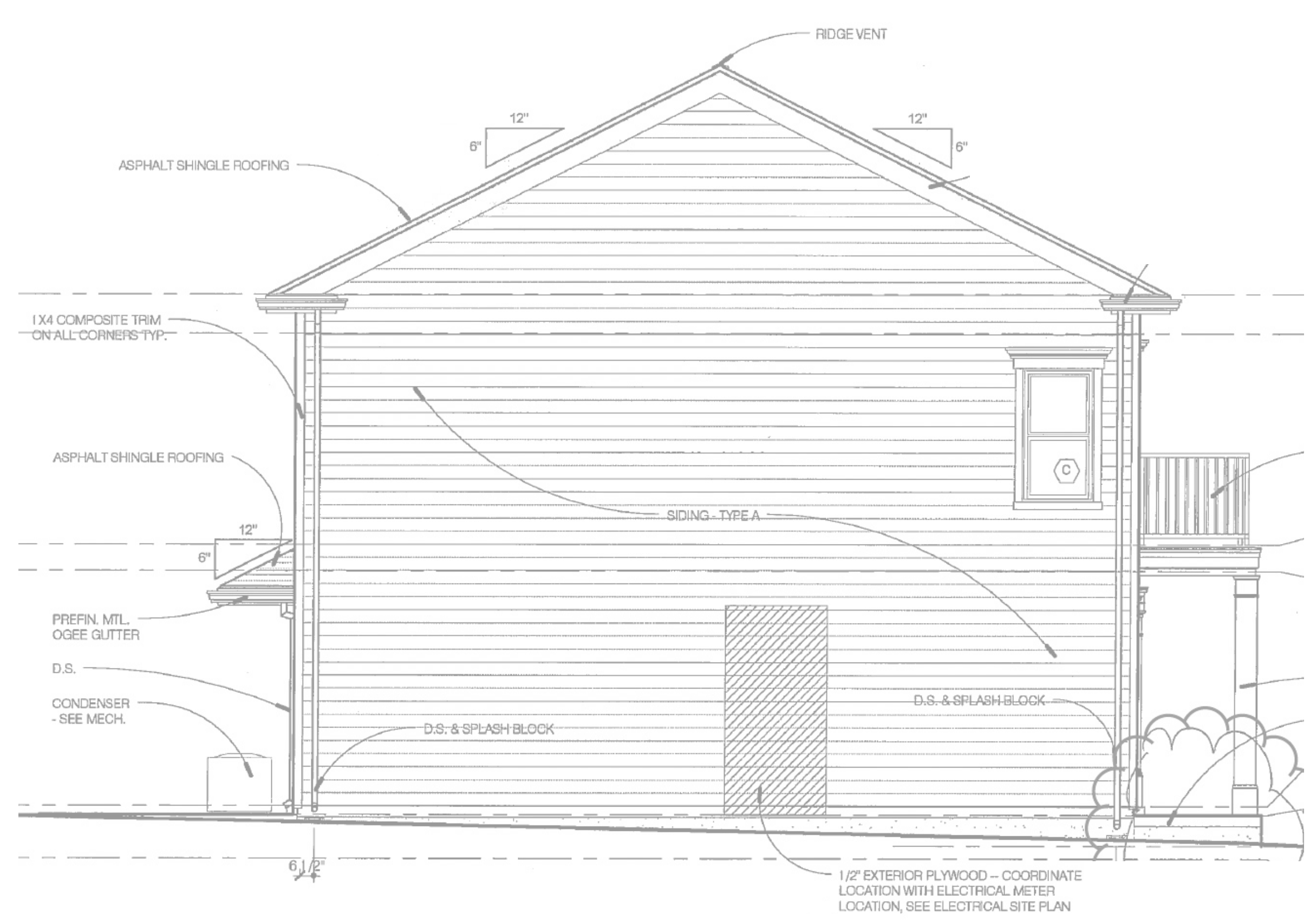
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**A-02**



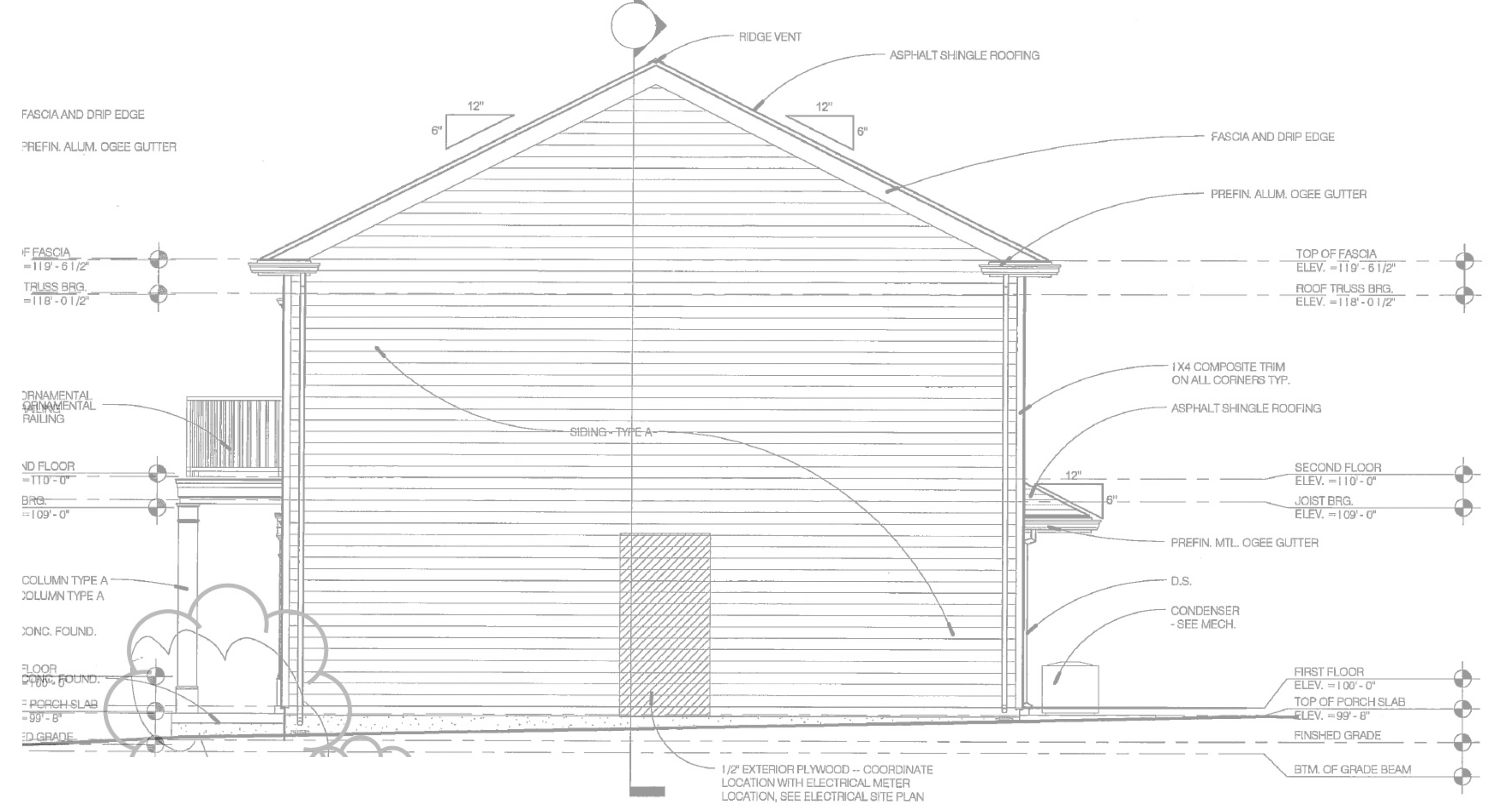
1 Bldg Type A, Front Elevation  
 A-01 Scale: 1/4" = 1'-0"



2 Bldg Type A, Rear Elevation  
 A-02 Scale: 1/4" = 1'-0"



3 Bldg Type A, Left Side Elevation  
 A-02 Scale: 1/4" = 1'-0"



4 Bldg Type A, Right Side Elevation  
 A-02 Scale: 1/4" = 1'-0"

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Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.

**A-03**



1 Bldg Type B, First Floor Plan  
A-03 Scale: 1/4" = 1'-0"



Housing Authority of New Orleans  
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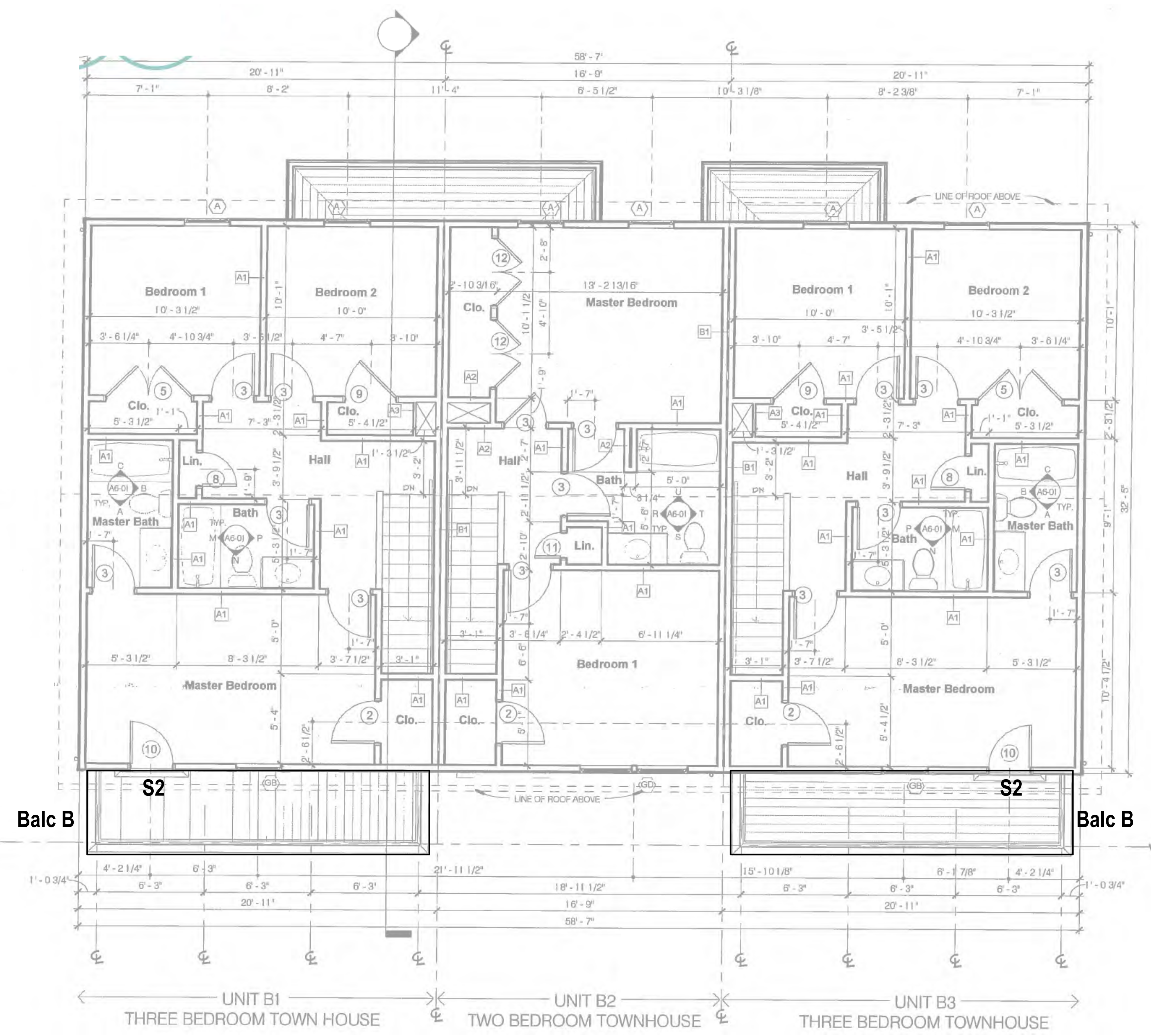
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Registered Architect #5201

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drawn by MC

sheet no.

**A-04**



1 Bldg Type B, Second Floor Plan  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.

**A-05**



1 Bldg Type B, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type B, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



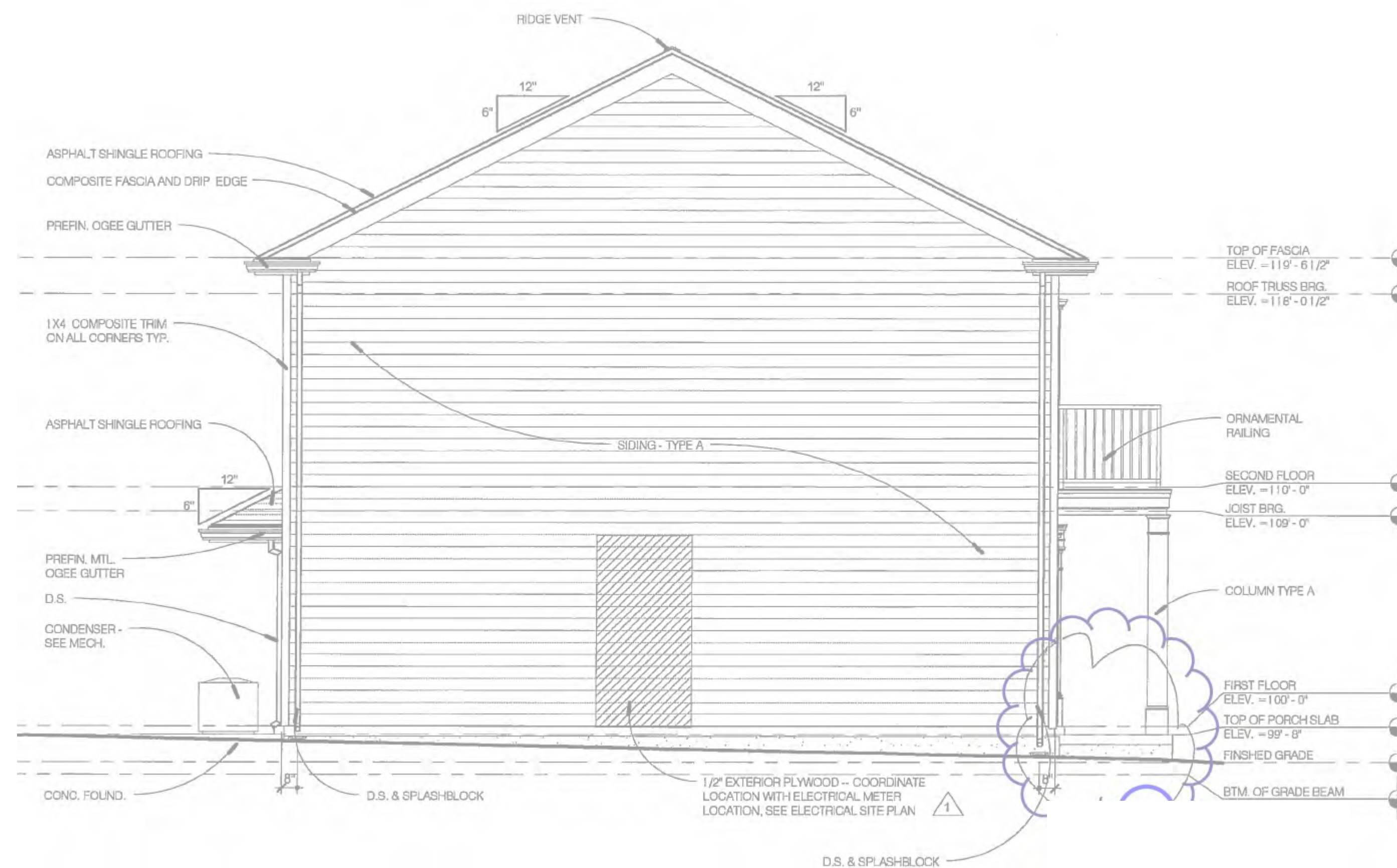
signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

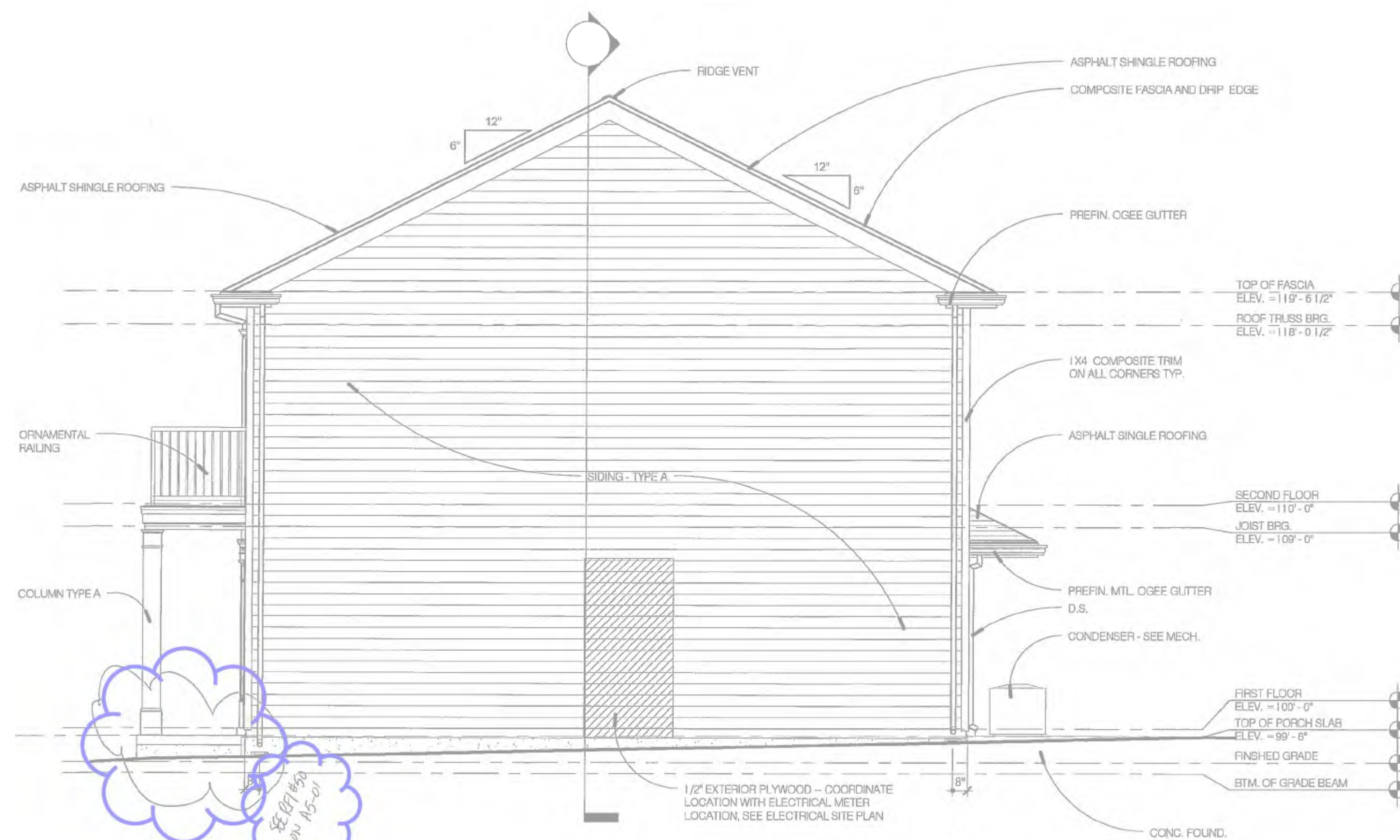
Architect's project no. 22-017  
drawn by MC

sheet no.

**A-06**



1 Bldg Type B, Left Side Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type B, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



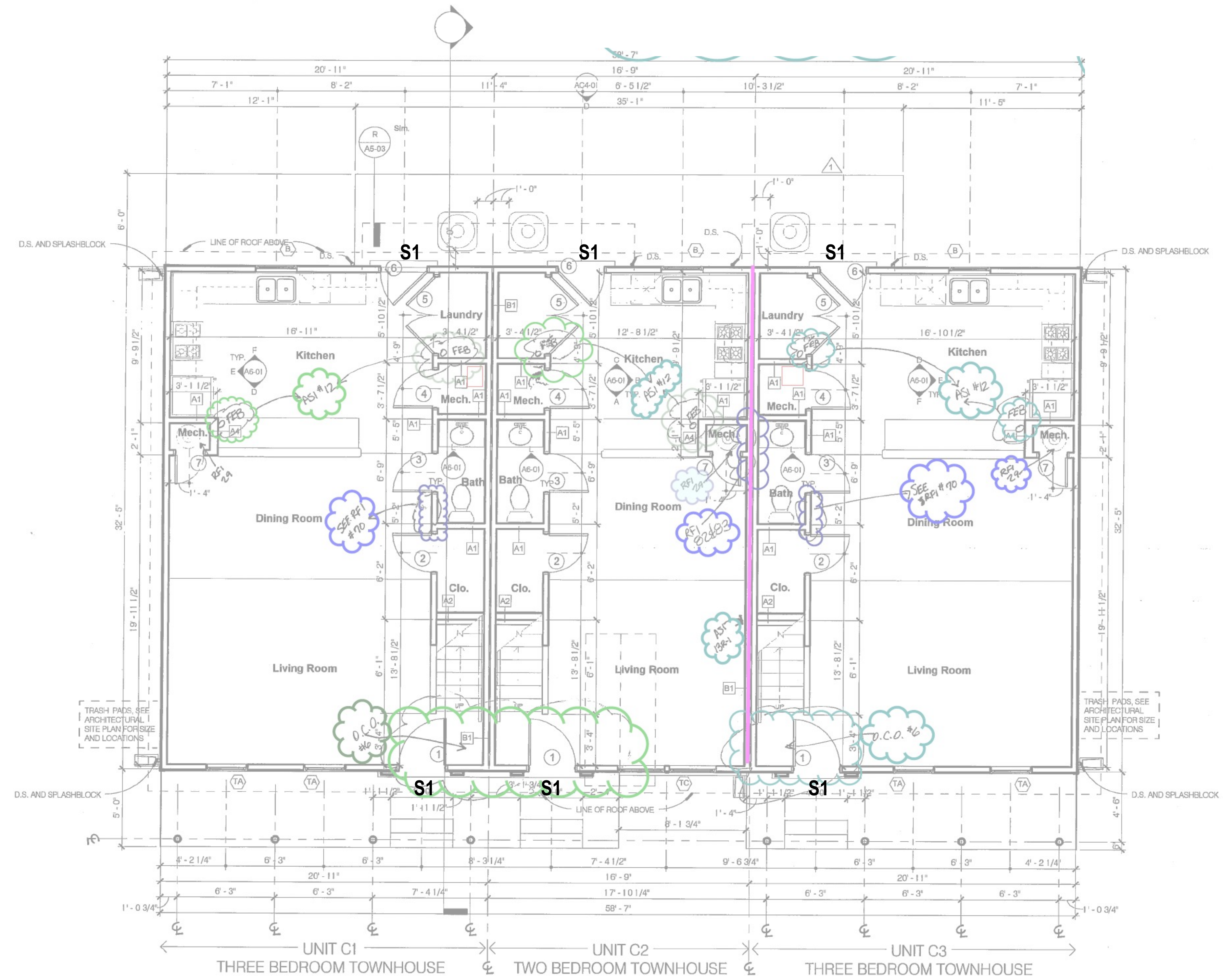
signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.

**A-07**



1 Bldg Type C, First Floor Plan  
A-07 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



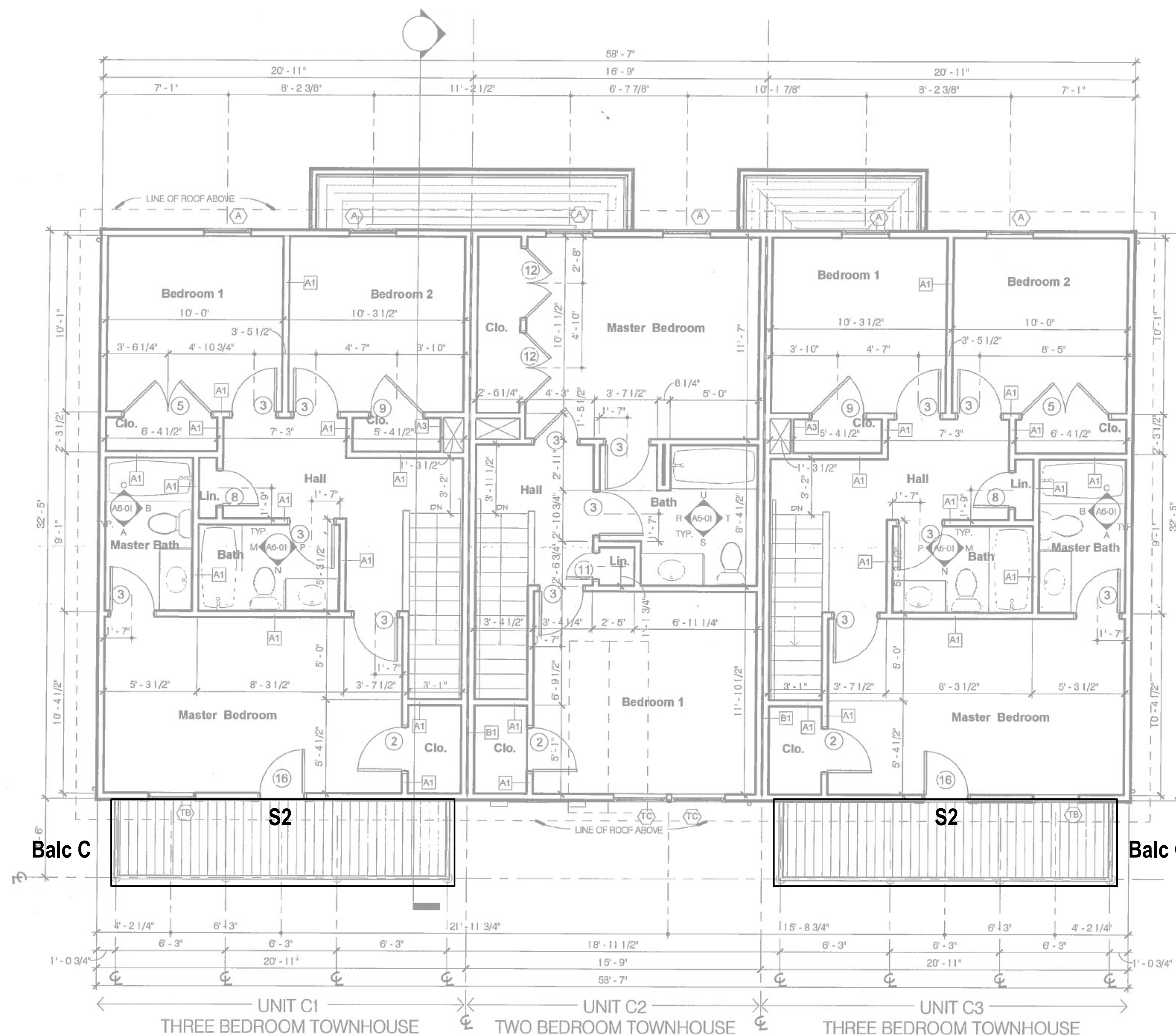
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Registered Architect #5201

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sheet no.

A-08



1 Bldg Type C, Second Floor Plan  
A-08 Scale: 1/4" = 1'-0"



1 Bldg Type C, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type C, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



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sheet no.

**A-09**

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



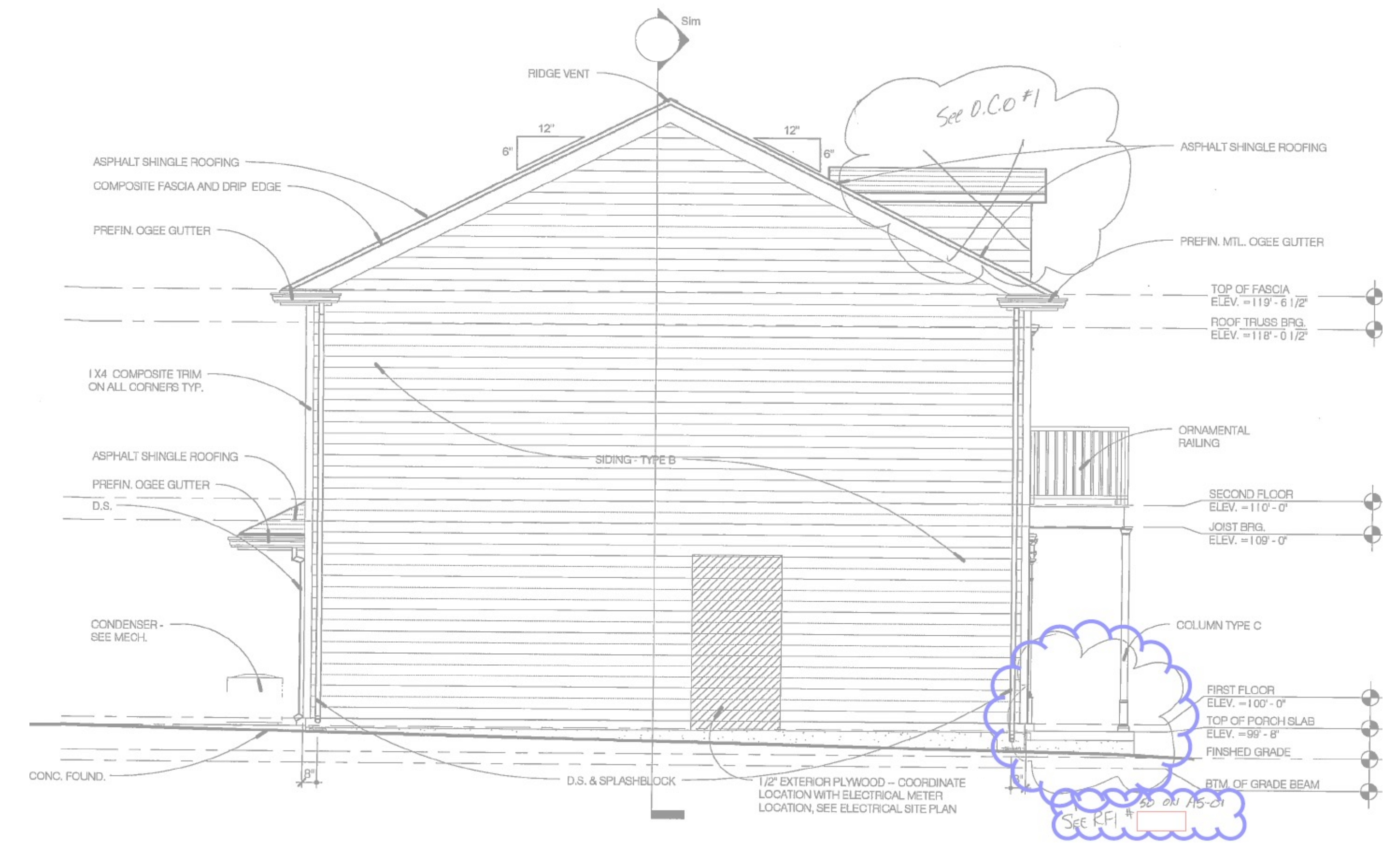
signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

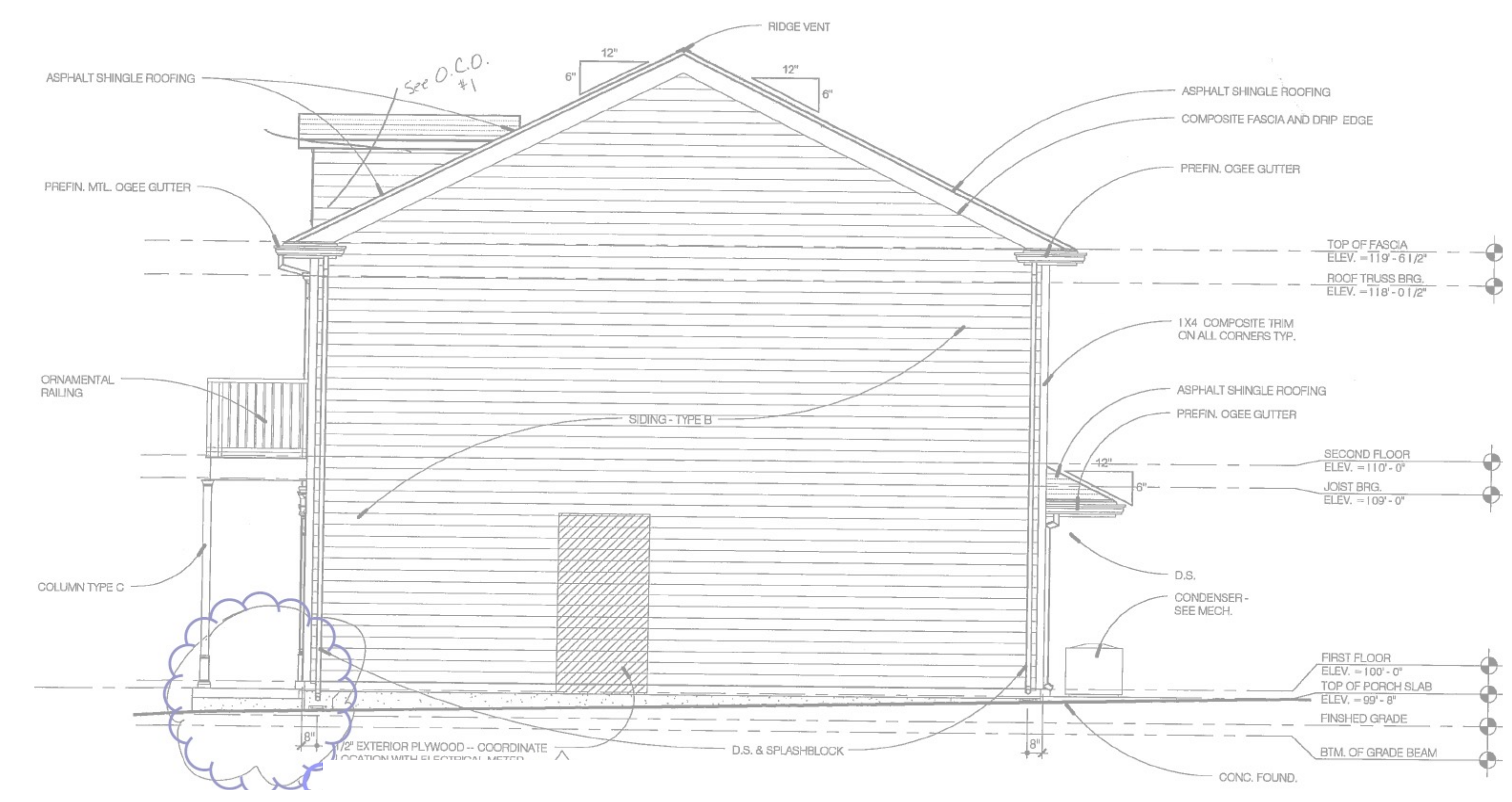
Architect's project no. 22-017  
drawn by MC

sheet no.

**A-10**



1 A-10 Bldg Type C, Left Side Elevation  
Scale: 1/4" = 1'-0"



2 A-10 Bldg Type C, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

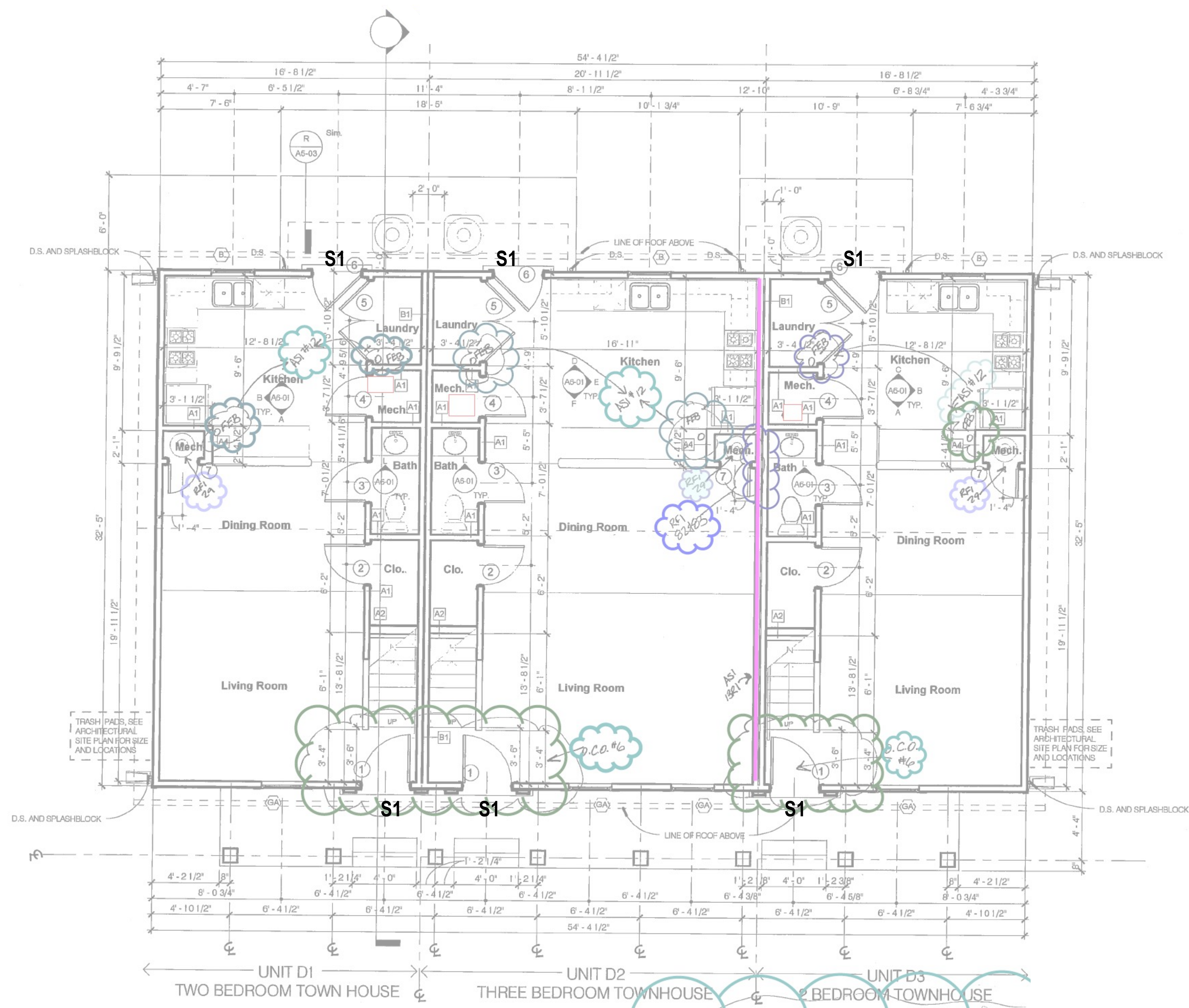


signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type D, First Floor Plan  
A-11 Scale: 1/4" = 1'-0"



Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bld Issue

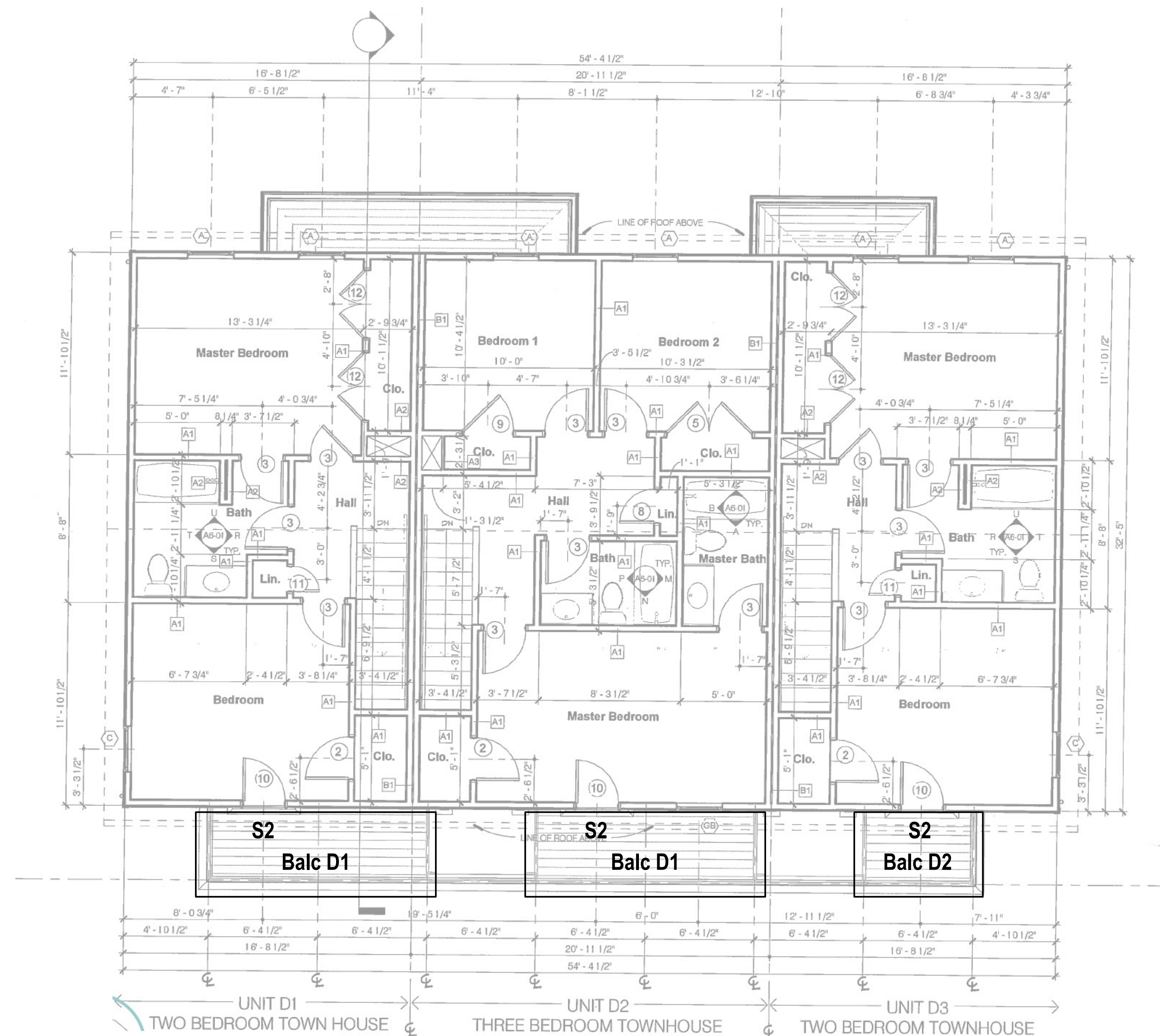


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Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type D, Second Floor Plan  
A-12 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



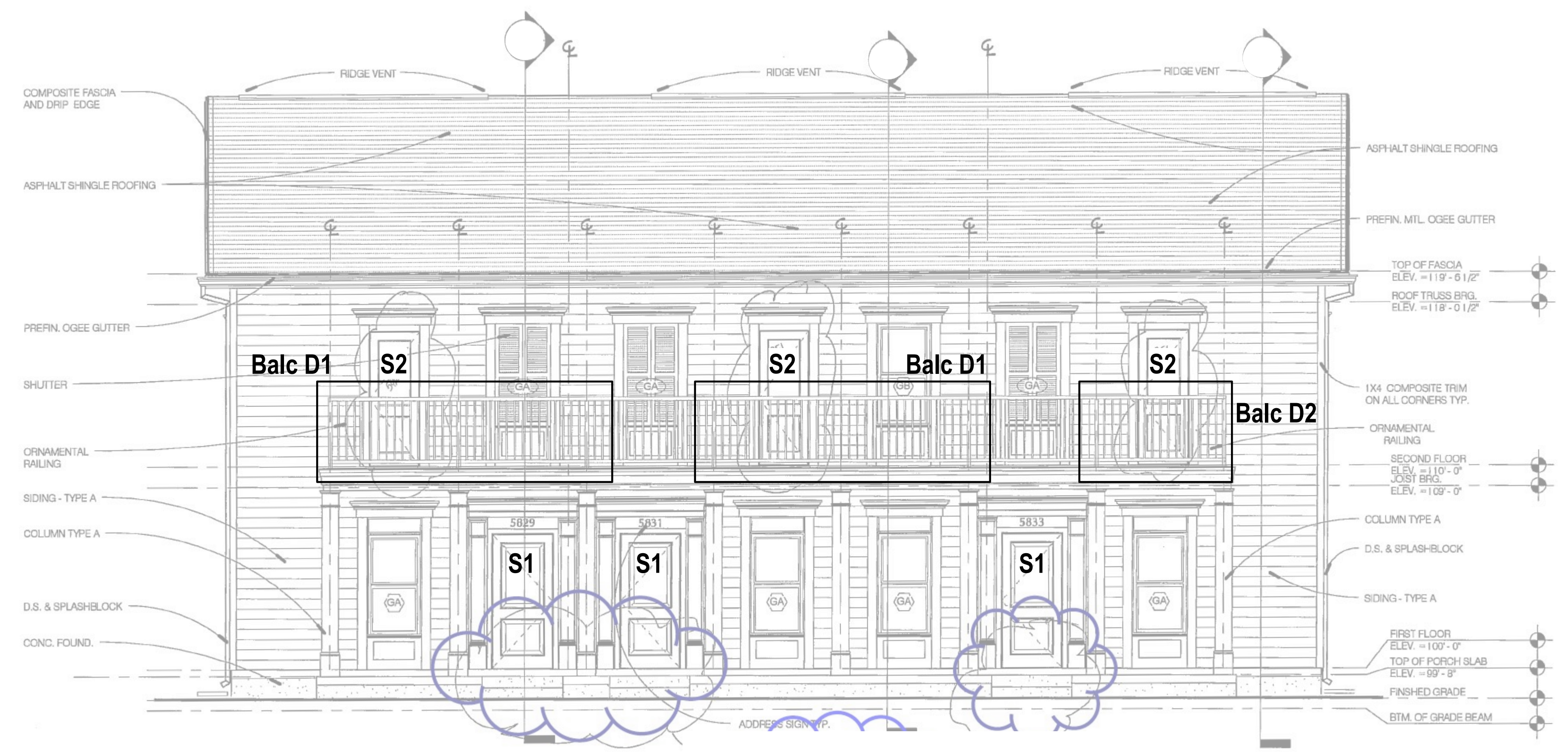
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Registered Architect #5201

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drawn by MC

sheet no.

**A-13**



1 Bldg Type D, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type D, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

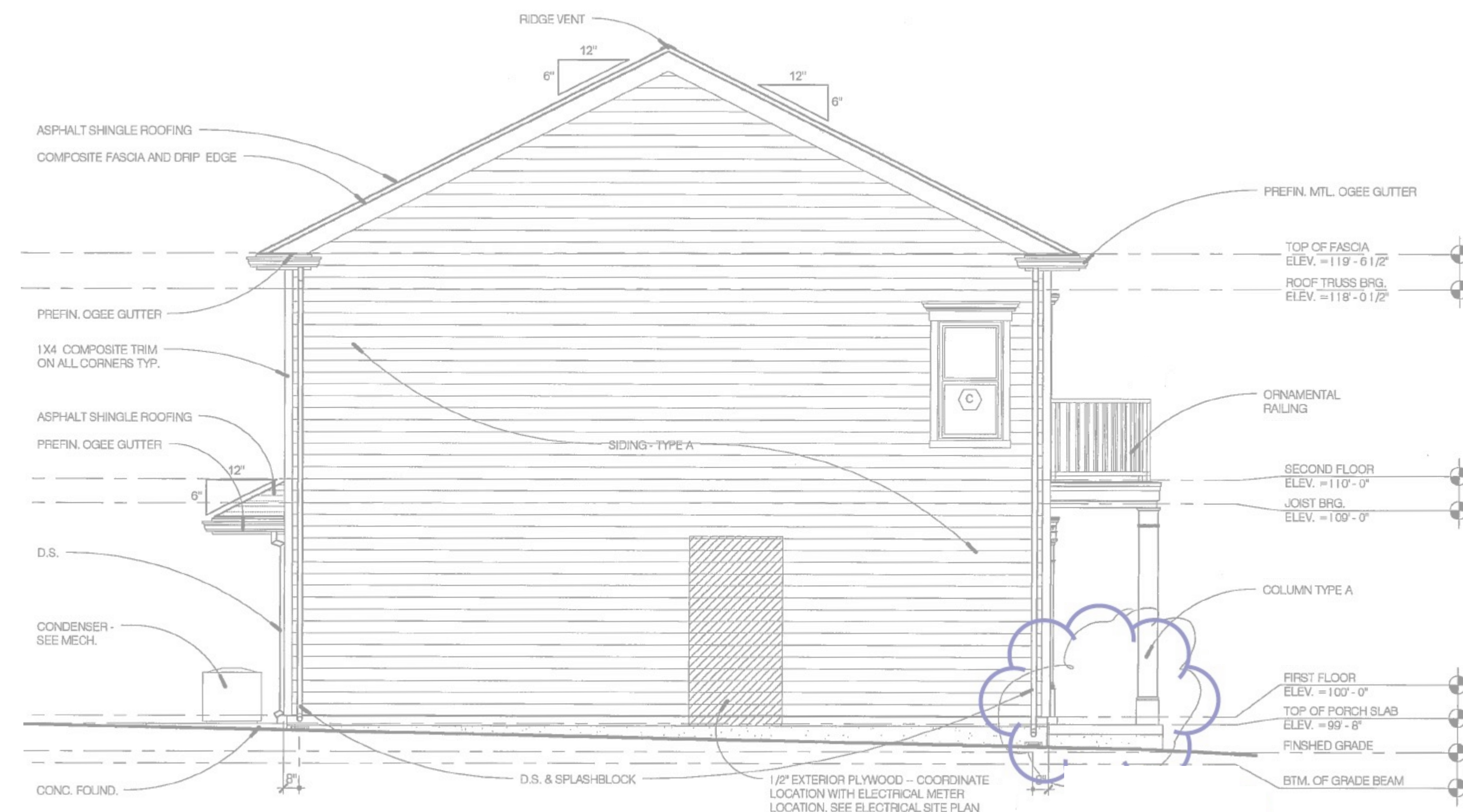


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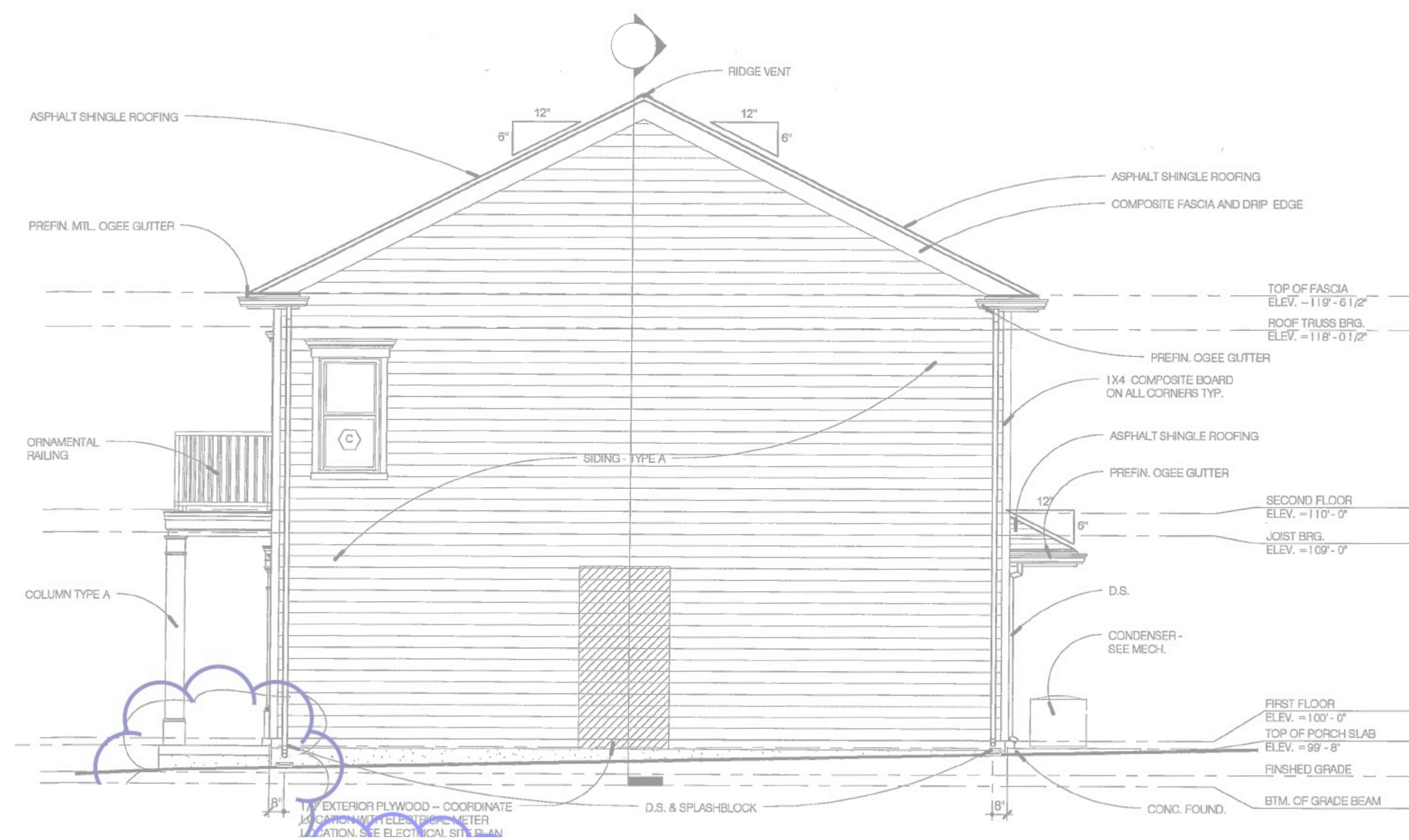
Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type D, Left Side Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type D, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

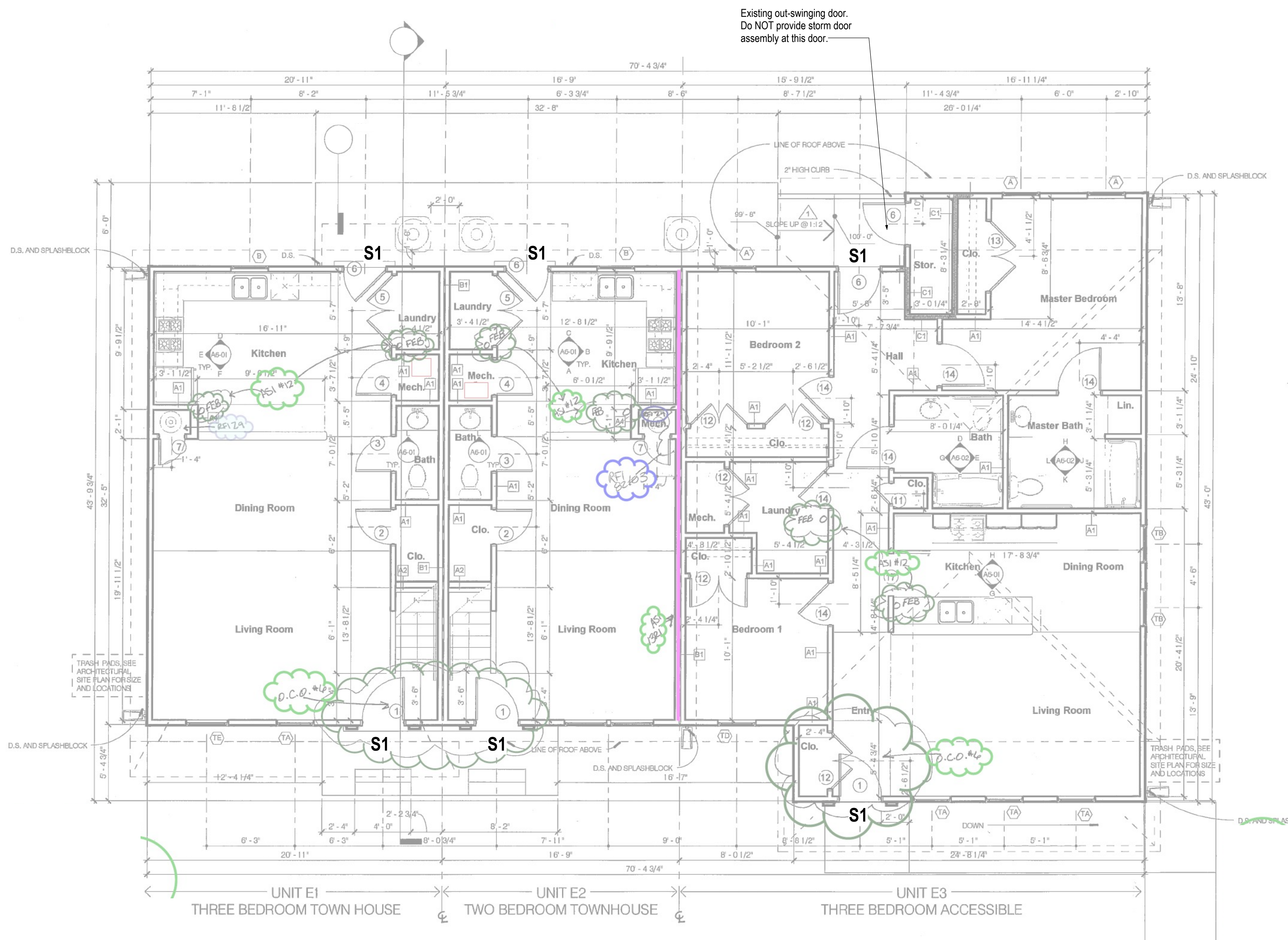


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Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type E, First Floor Plan  
A-15 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

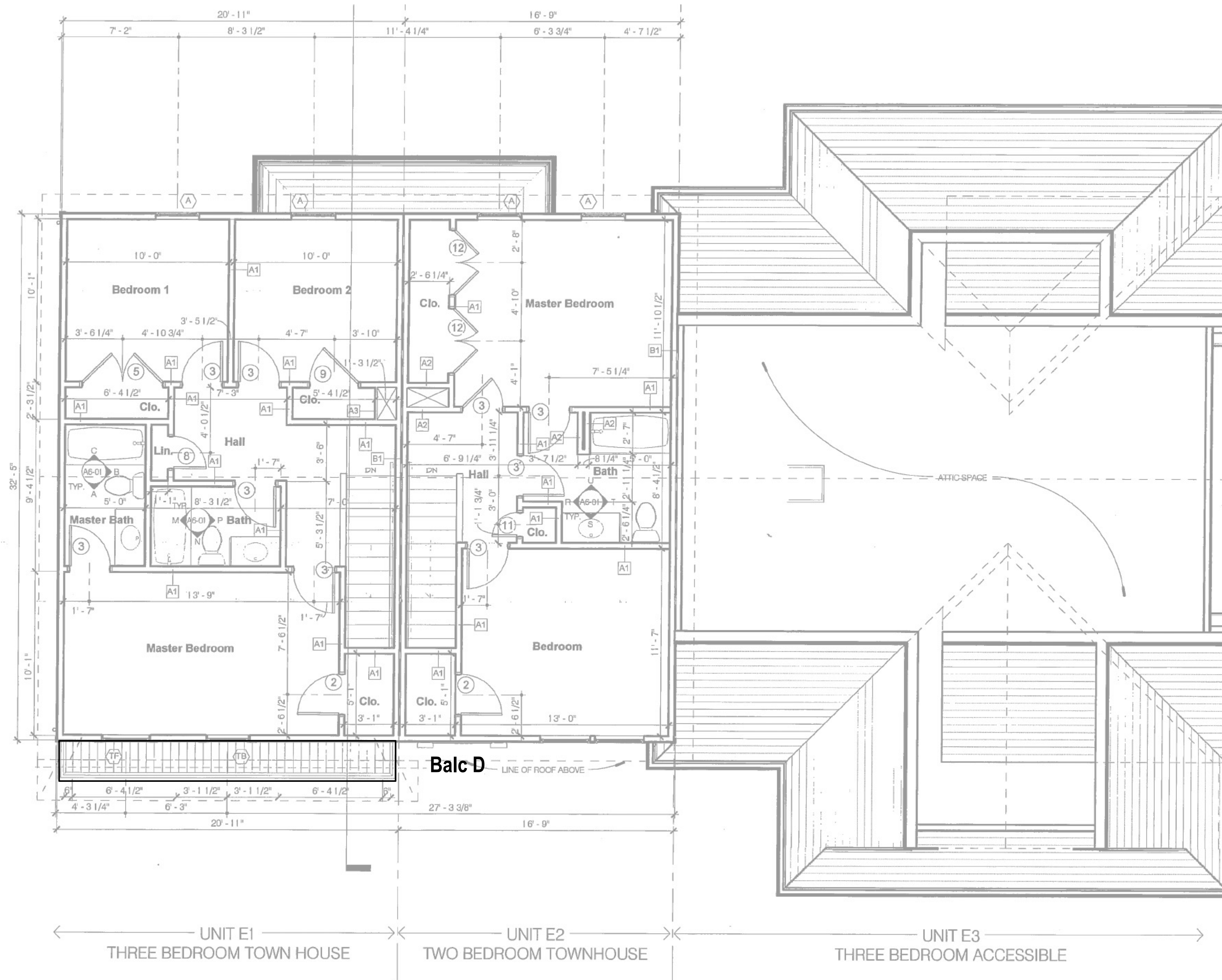


signed electronically, 2/15/2023

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Registered Architect #5201

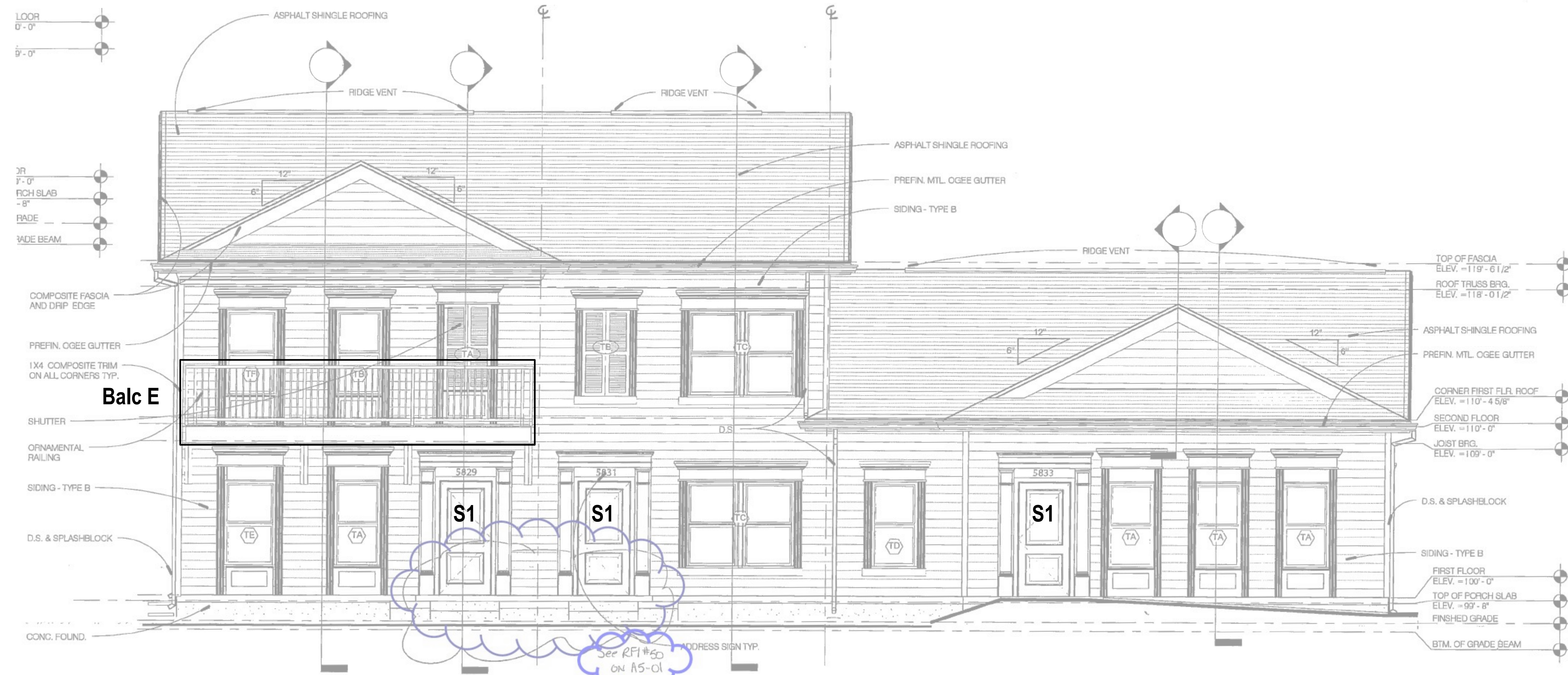
Architect's project no. 22-017  
drawn by MC

sheet no.



Note: There is no access to Balcony G2 from the interior.

1 Bldg Type E, Second Floor Plan  
A-16 Scale: 1/4" = 1'-0"



Note: There is no access to Balc E from the interior.

1 Bldg Type E, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type E, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

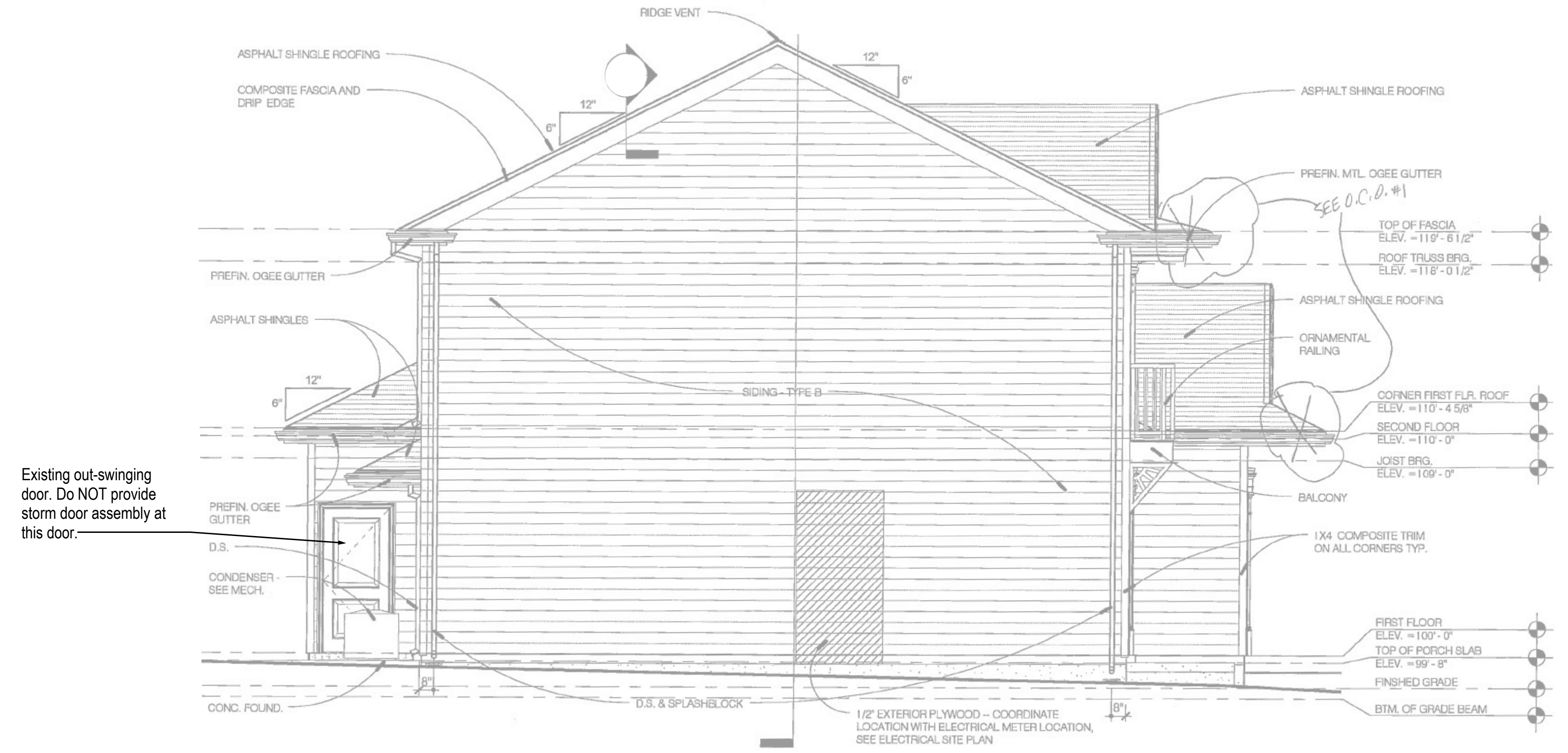


signed electronically, 2/15/2023

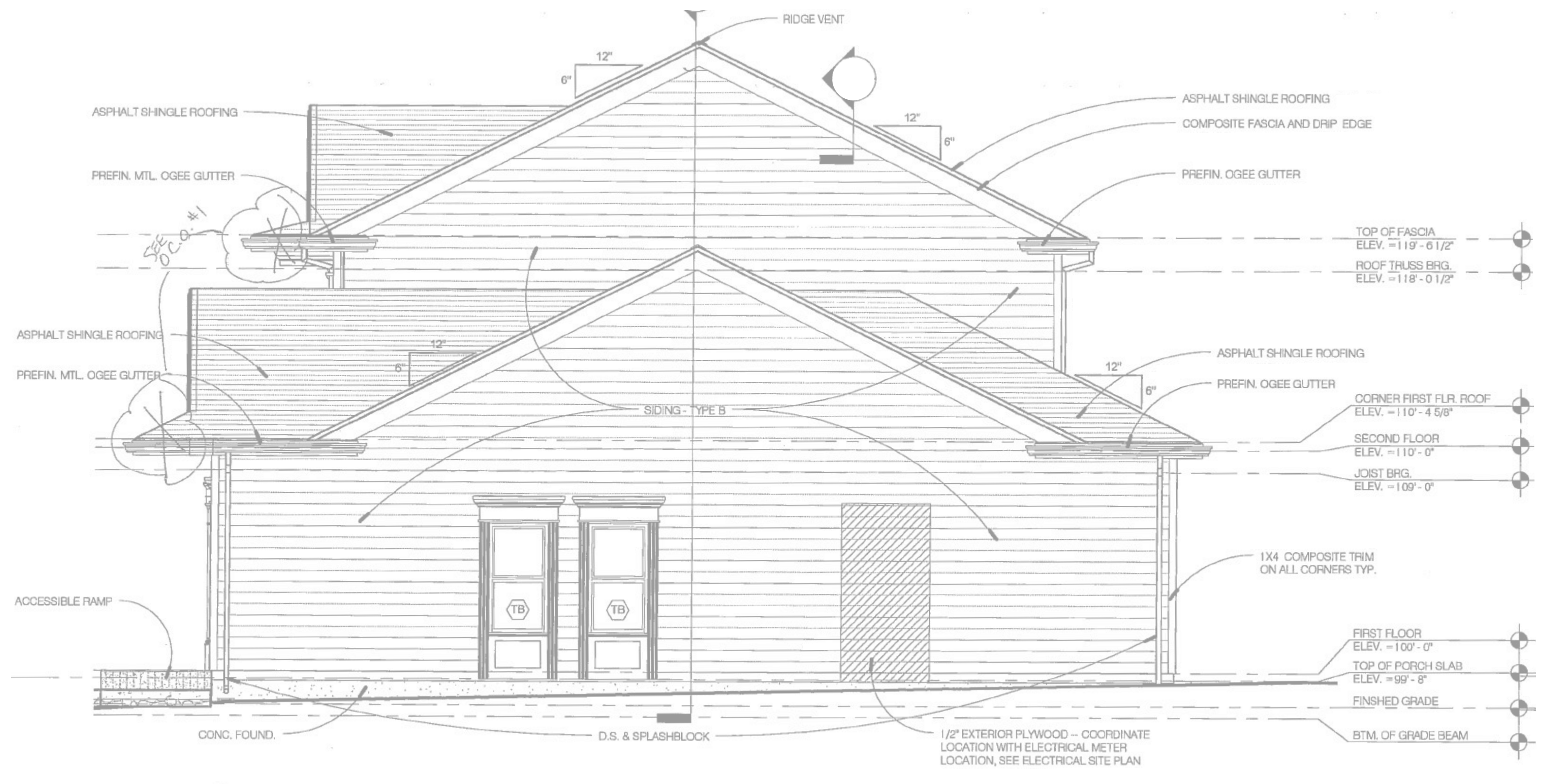
Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type E, Left Side Elevation  
Scale: 1/4" = 1'-0"



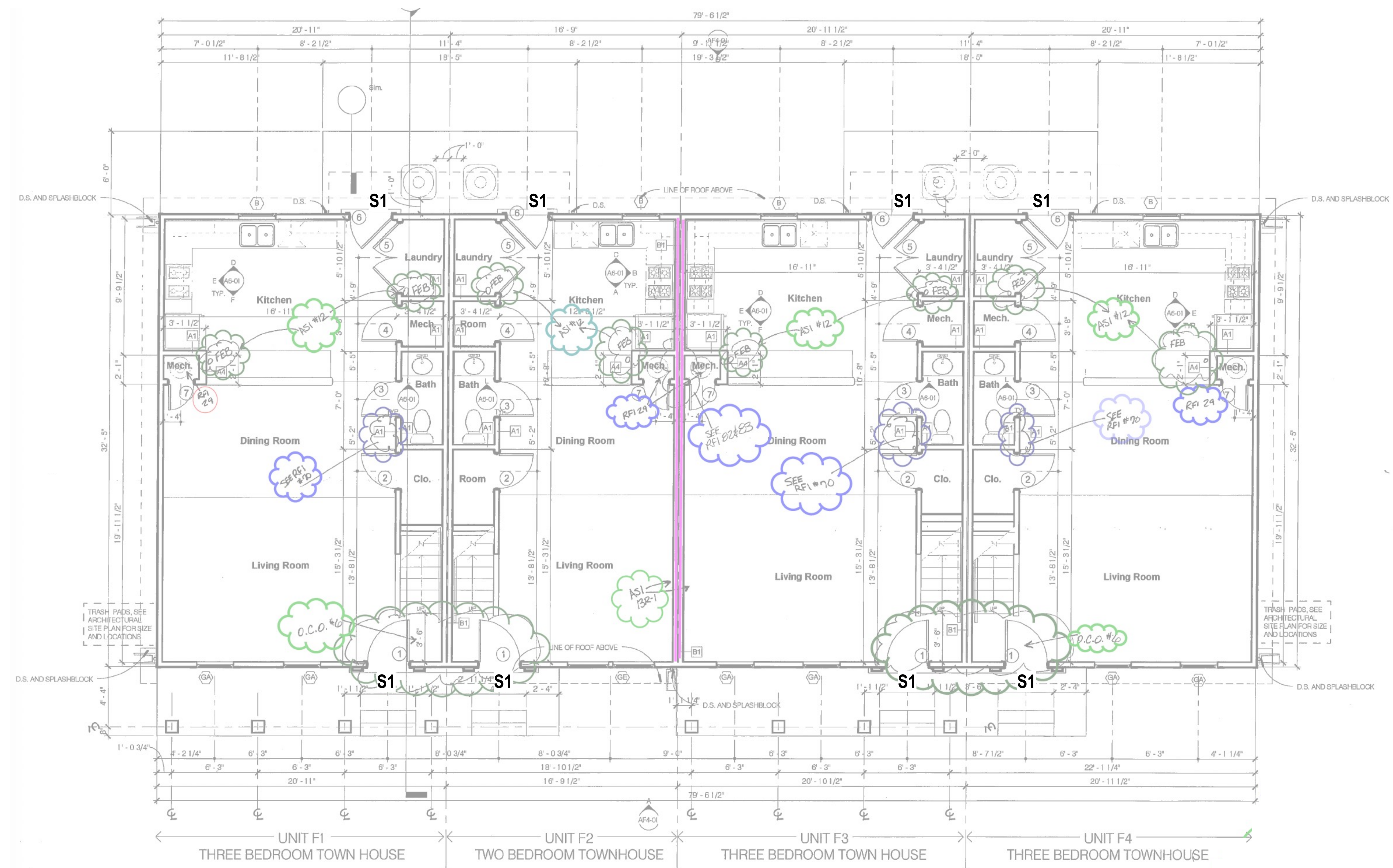
2 Bldg Type E, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



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Michael Cajski  
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Architect's project no. 22-017  
drawn by MC  
sheet no.



1 Bldg Type F, First Floor Plan  
A-19 Scale: 1/4" = 1'-0"



Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



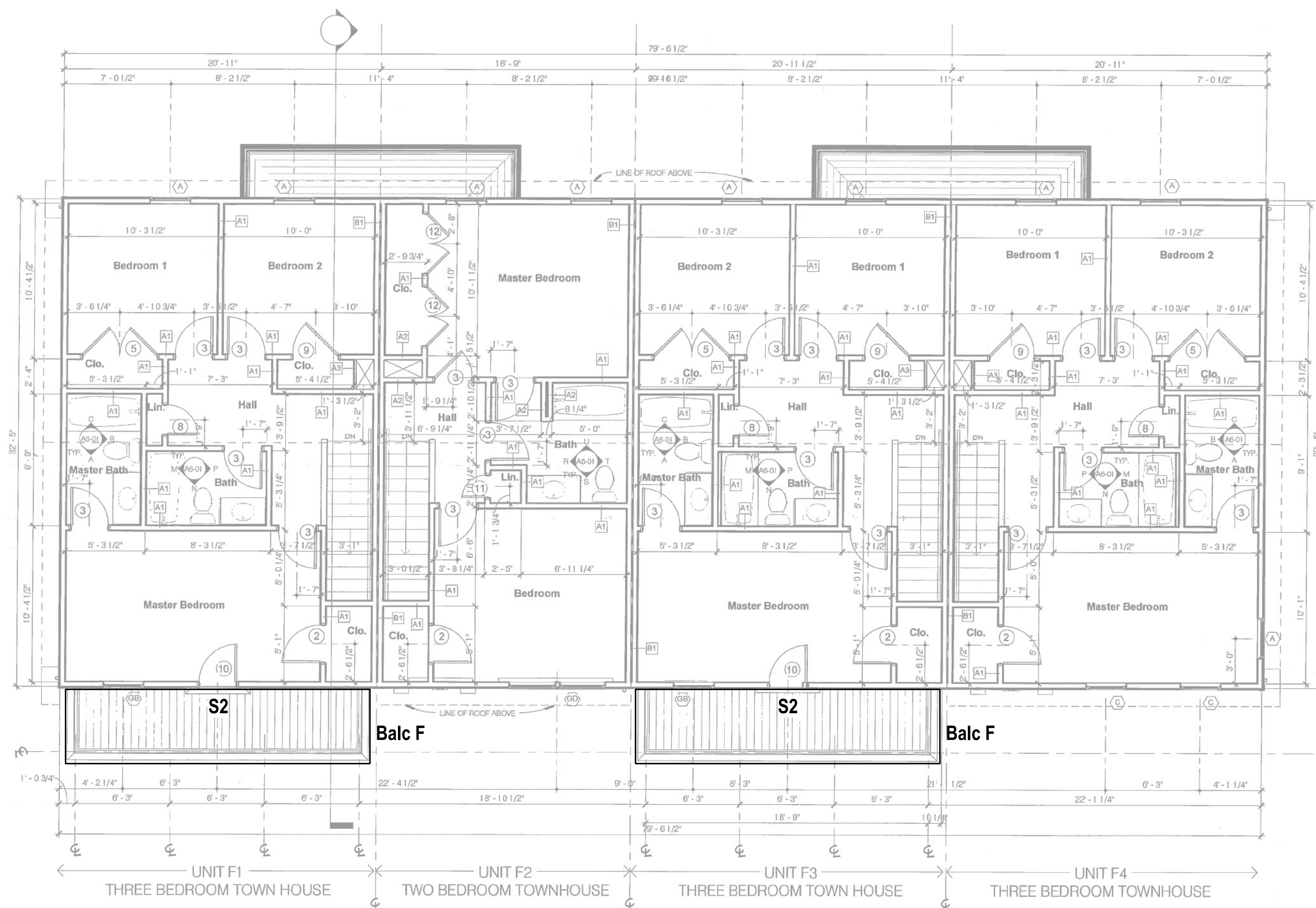
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sheet no.



1 Bldg Type F, Second Floor Plan  
A-20 Scale: 1/4" = 1'-0"



1 Bldg Type F, Front Elevation  
 A-21 Scale: 1/4" = 1'-0"



2 Bldg Type F, Rear Elevation  
 A-21 Scale: 1/4" = 1'-0"

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**Exterior Improvements**  
 at the Guste I Housing Community

Issue and print dates:  
 February 15, 2023 - Bid Issue



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sheet no.

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**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



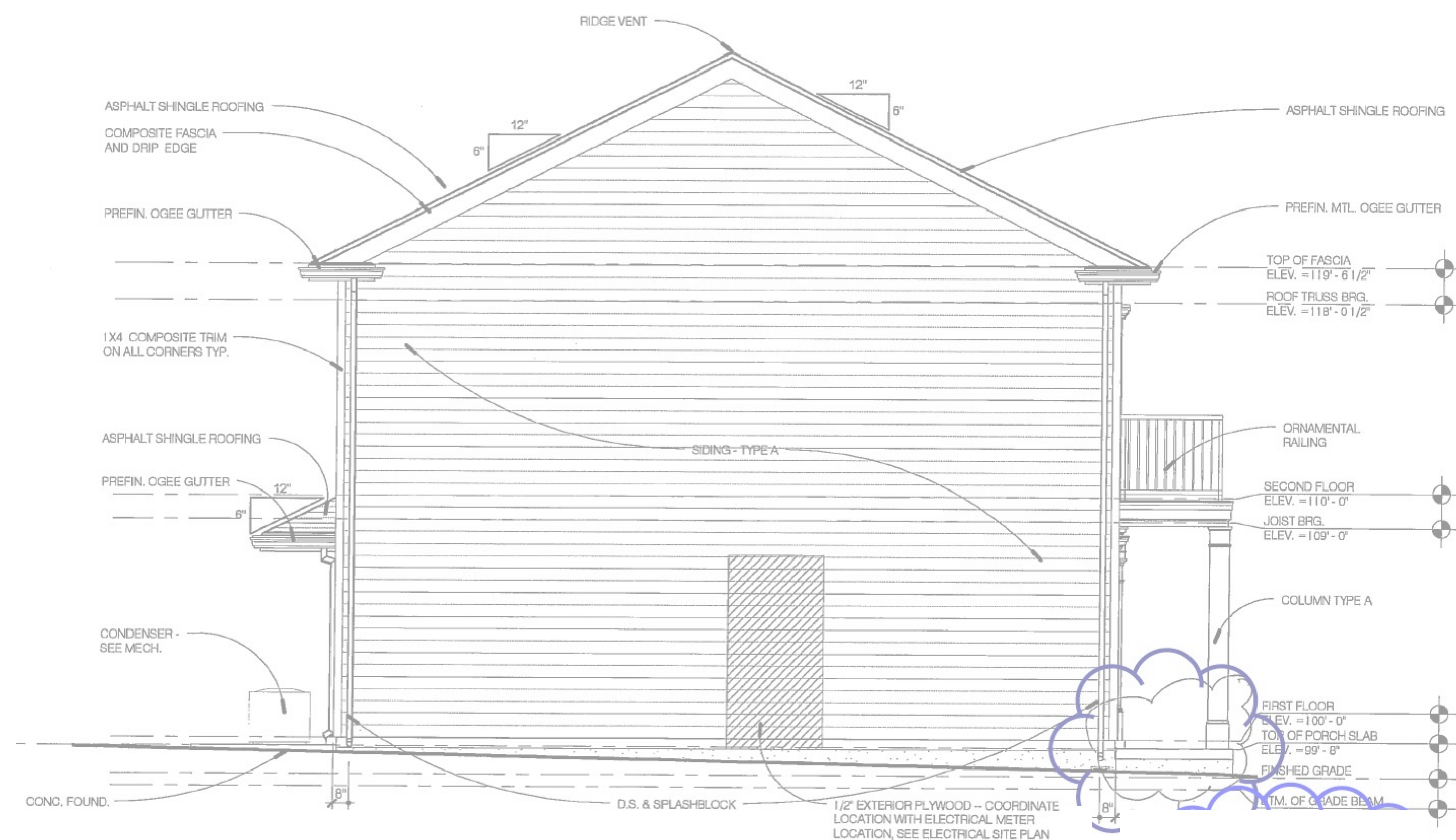
signed electronically, 2/15/2023

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Registered Architect #5201

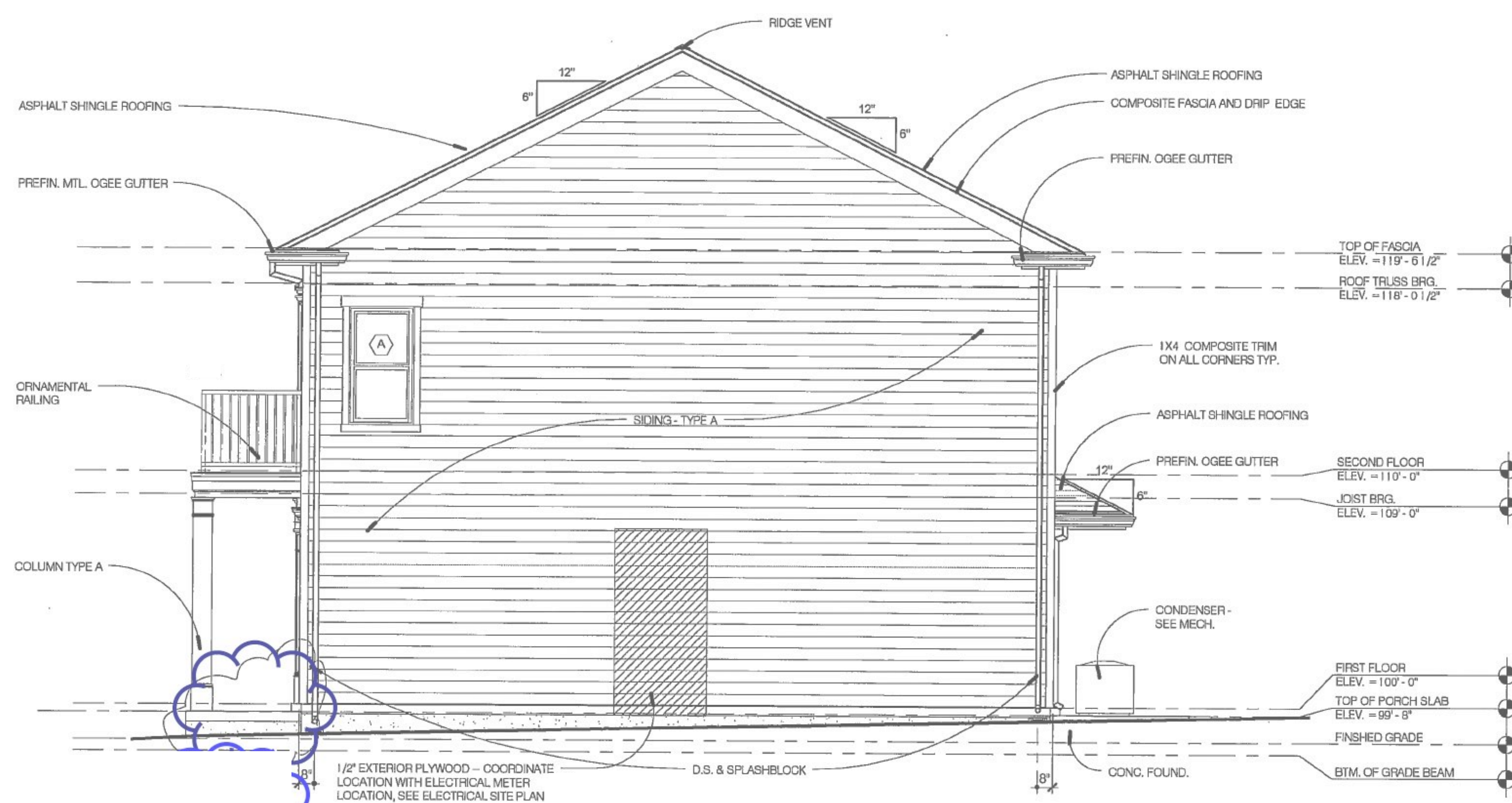
Architect's project no. 22-017  
drawn by MC

sheet no.

A-22



1 Bldg Type F, Left Side Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type F, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

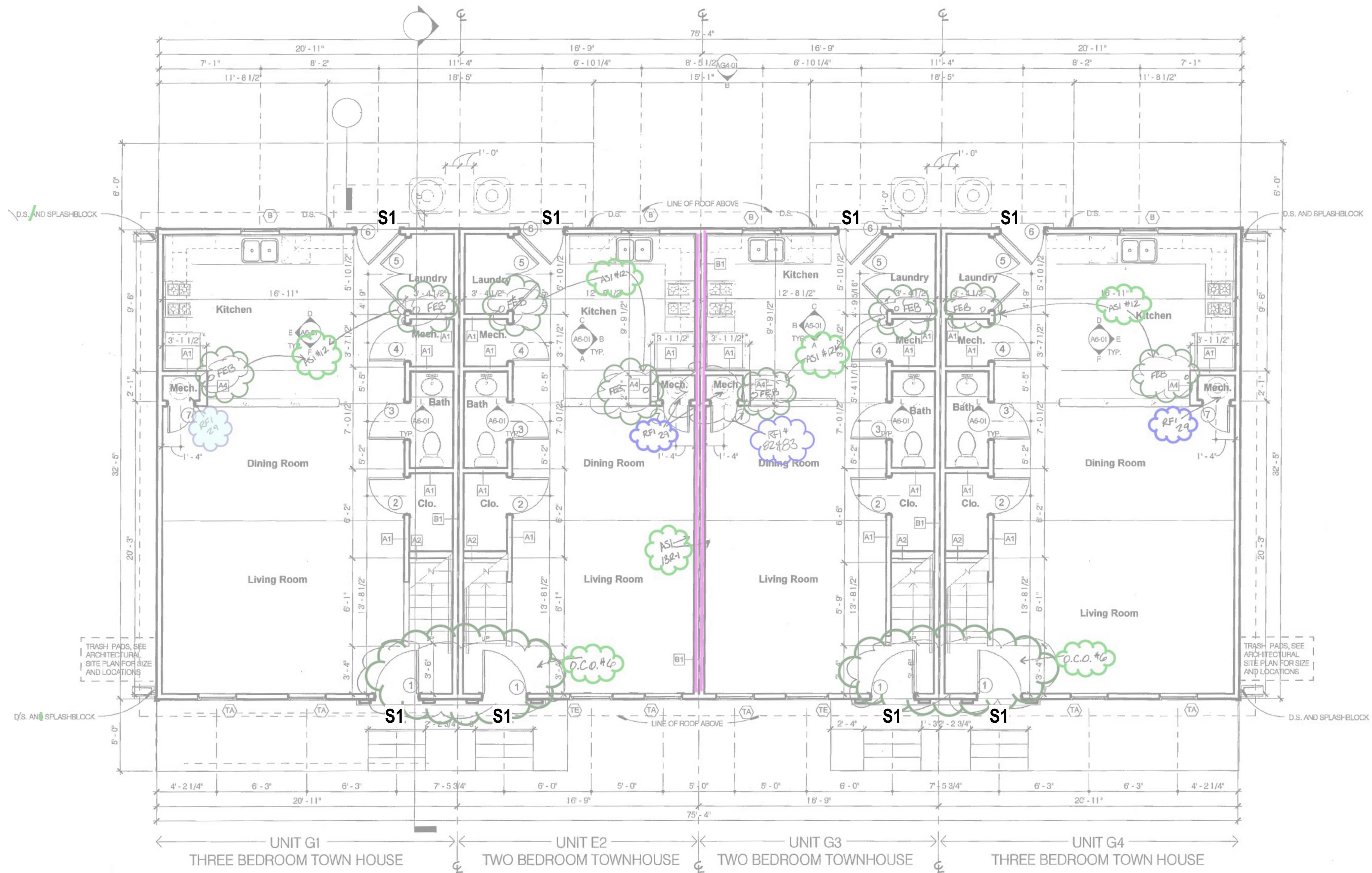


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Registered Architect #5201

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drawn by MC

sheet no.



1 Bldg Type G, First Floor Plan  
A-23 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

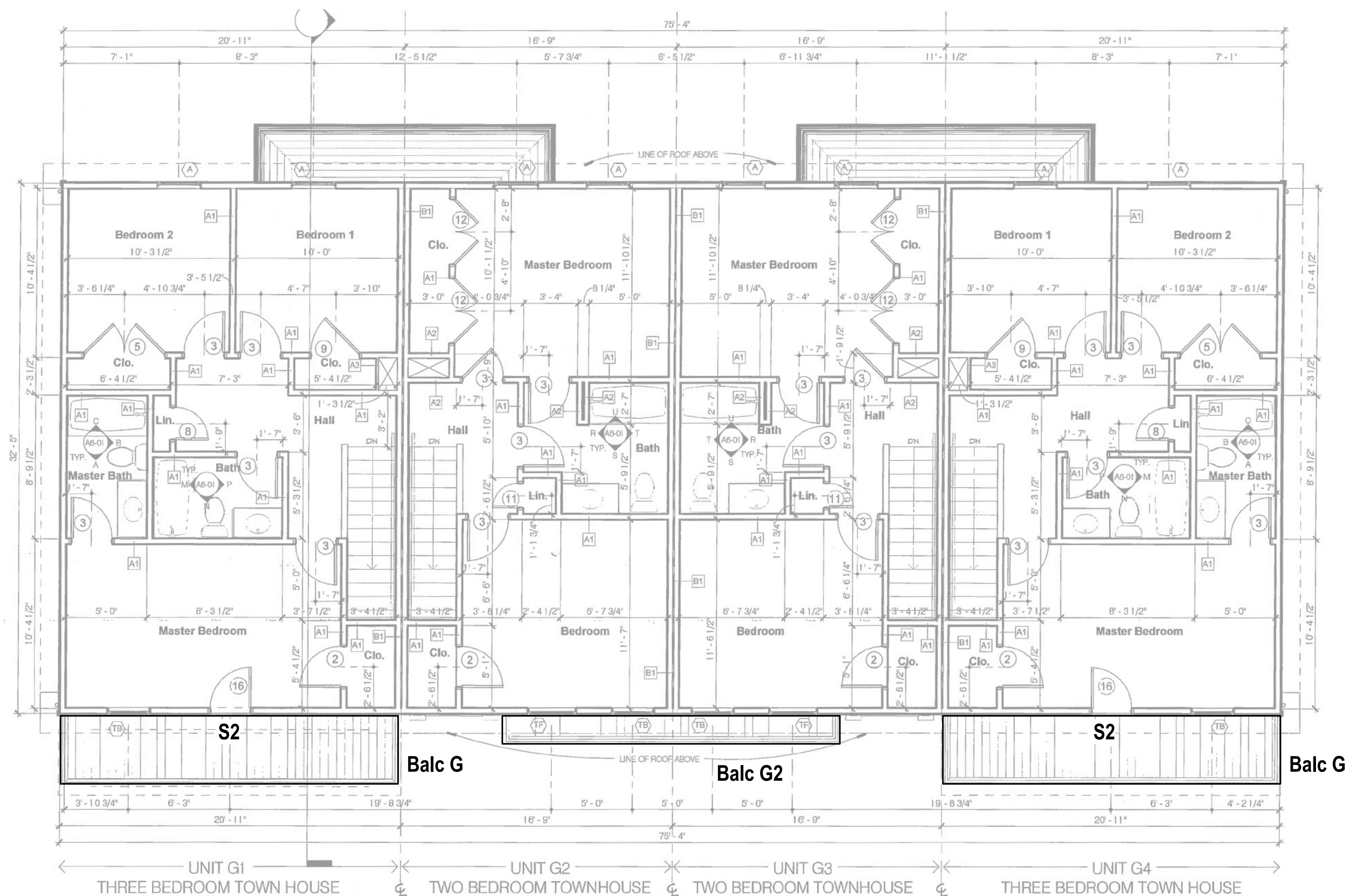


signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



Note: There is no access to Balcony G2 from the interior.

1 Bldg Type G, Second Floor Plan  
A-24 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



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Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



Note: There is no access to Balcony G2 from the interior.

1 Bldg Type G, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type G, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



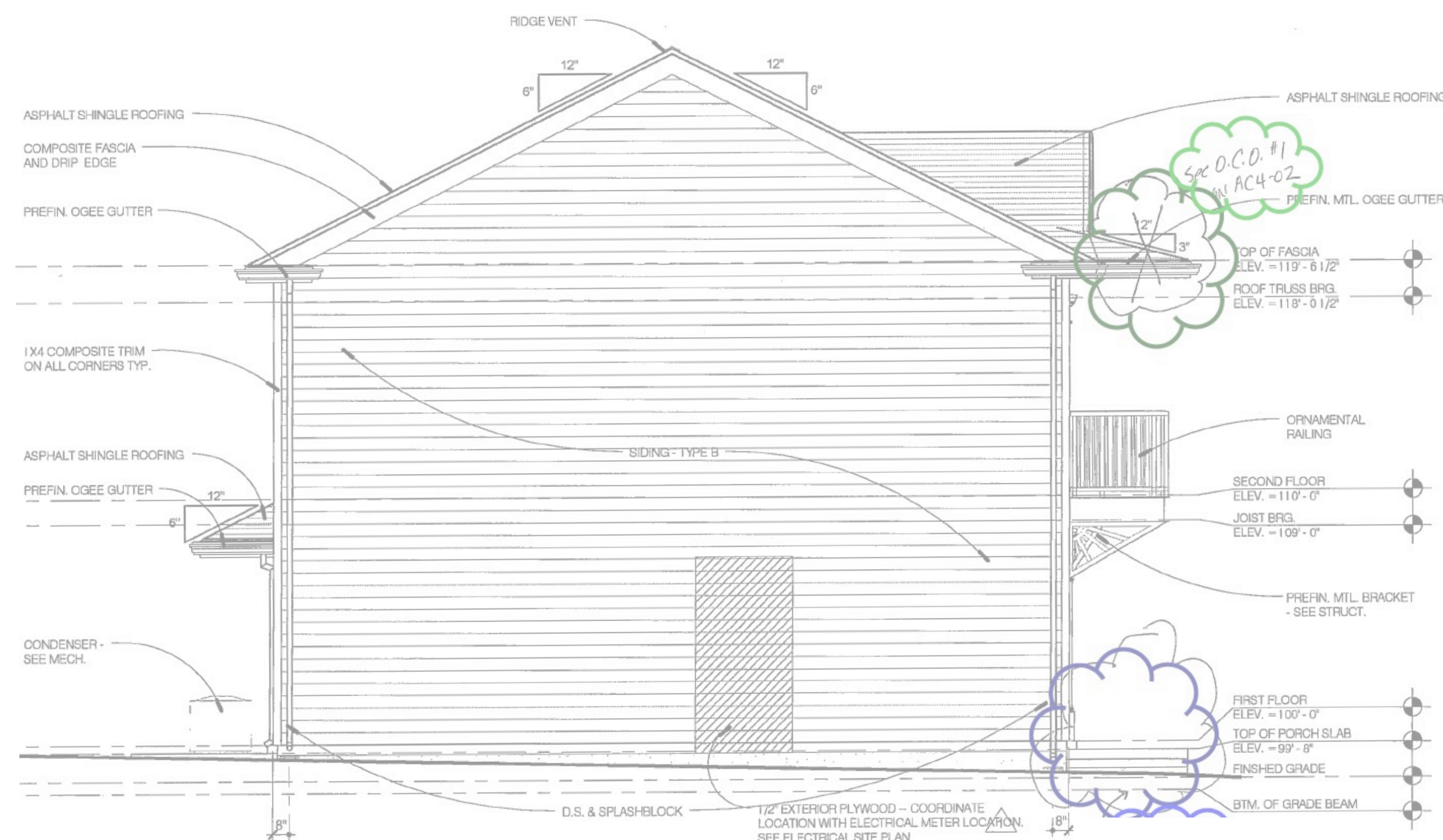
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Michael Cajski  
Registered Architect #5201

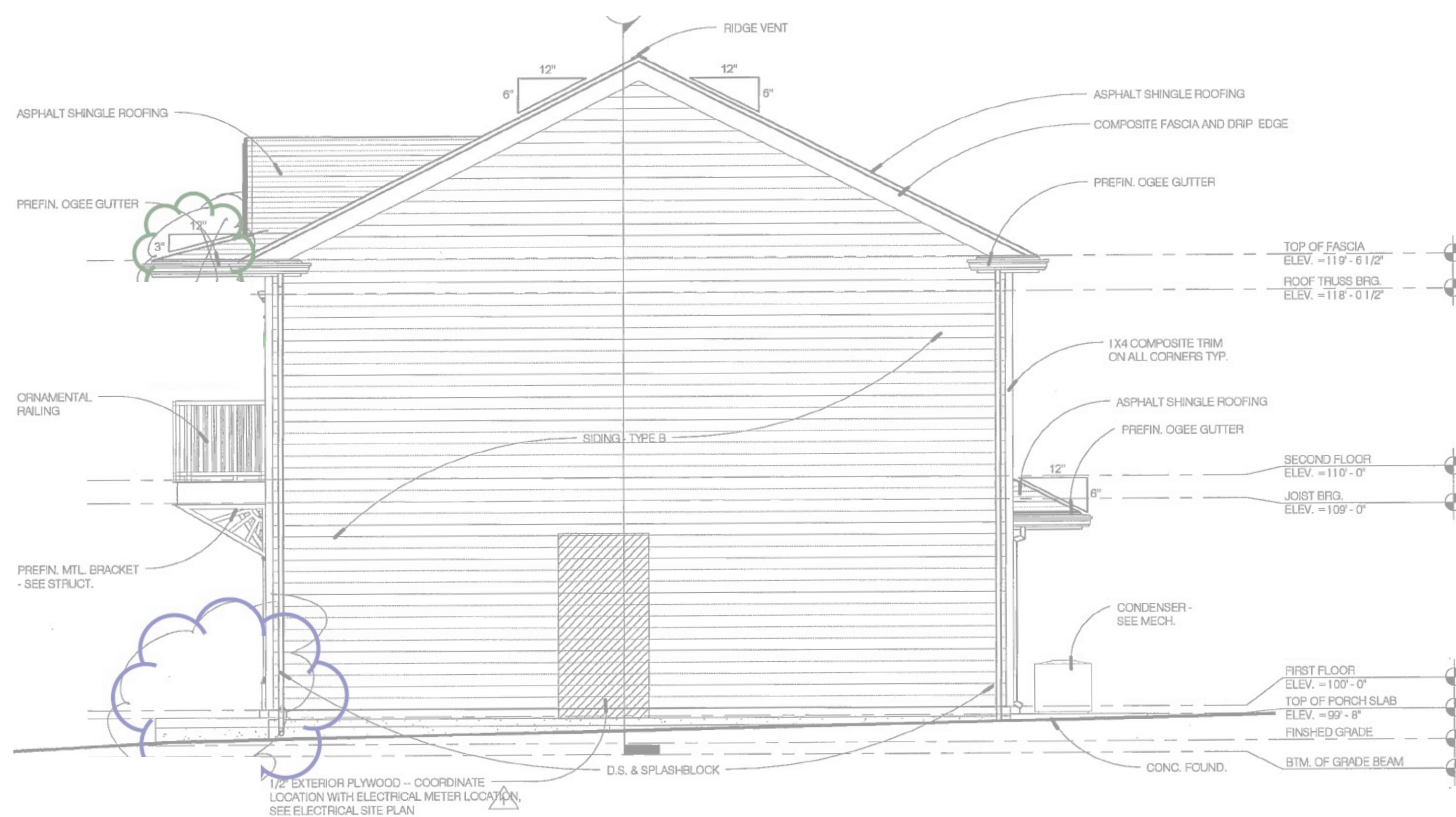
Architect's project no. 22-017  
drawn by MC

sheet no.

**A-26**



1 Bldg Type G, Left Side Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type G, Right Side Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

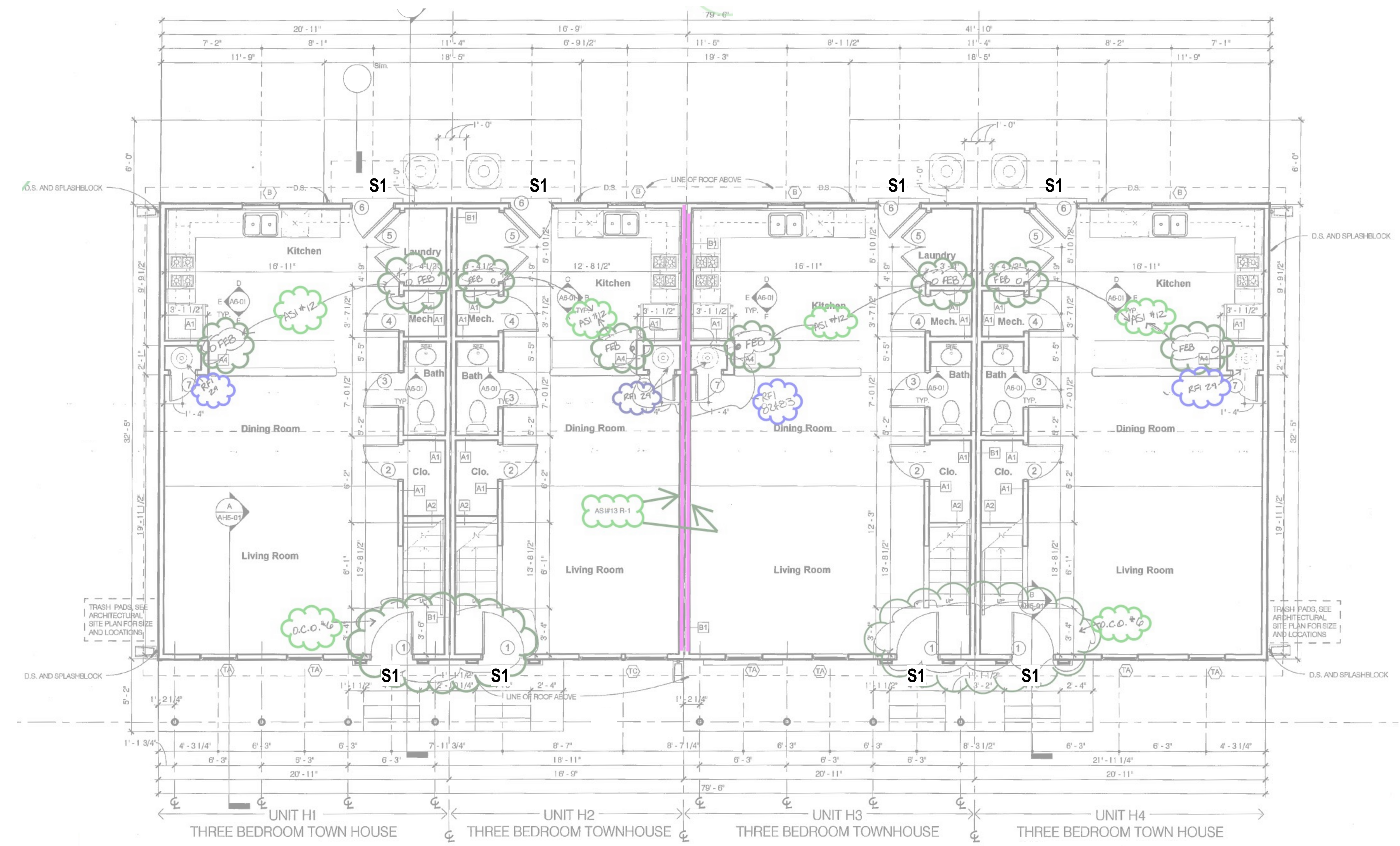
Issue and print dates:  
February 15, 2023 - Bid Issue



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Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



1 Bldg Type H, First Floor Plan  
A-27 Scale: 1/4" = 1'-0"

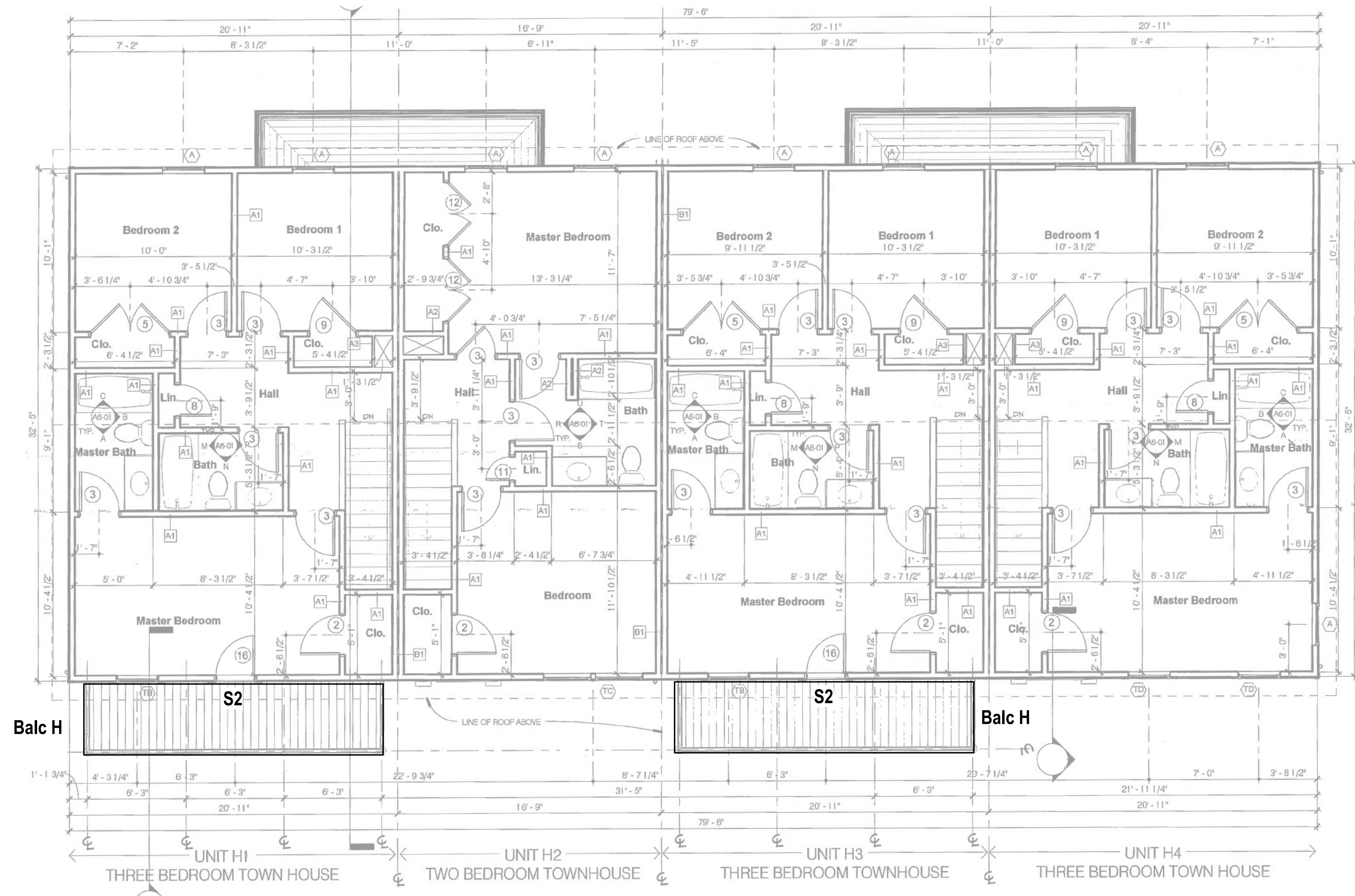


Housing Authority of New Orleans  
**Exterior Improvements**  
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Issue and print dates:  
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 Architect's project no. 22-017  
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 sheet no.



1 Bldg Type H, Second Floor Plan  
 A-28 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



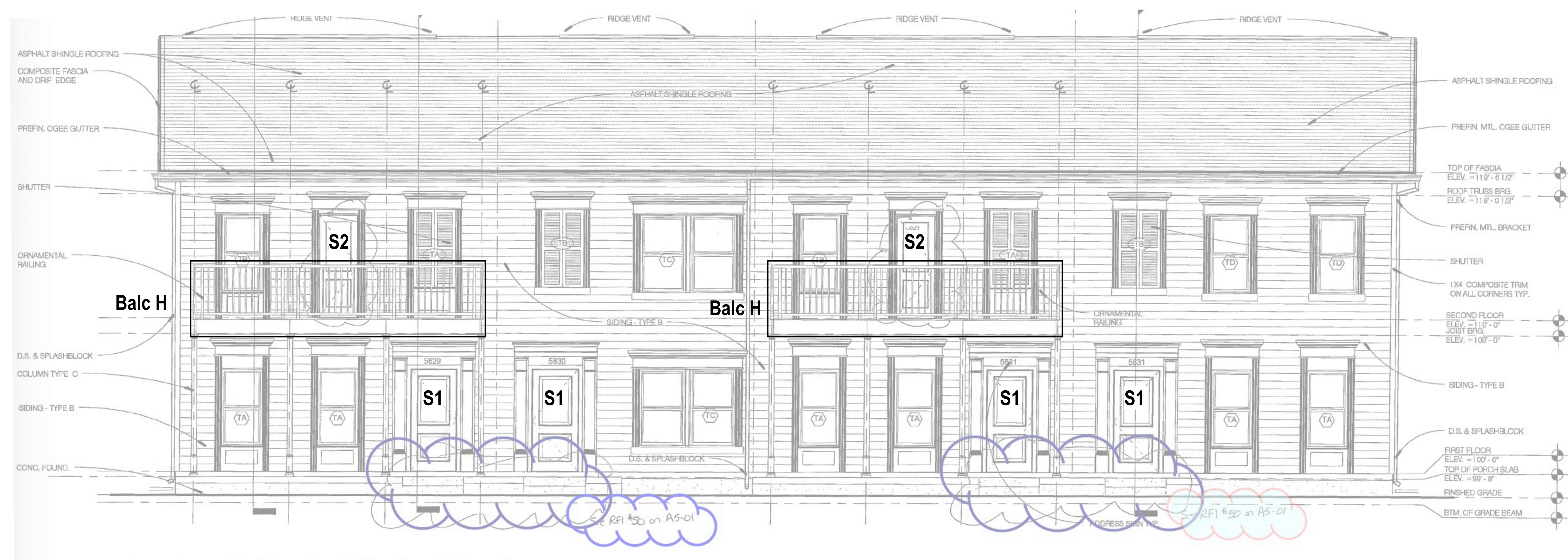
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Michael Cajski  
Registered Architect #5201

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drawn by MC

sheet no.

**A-29**



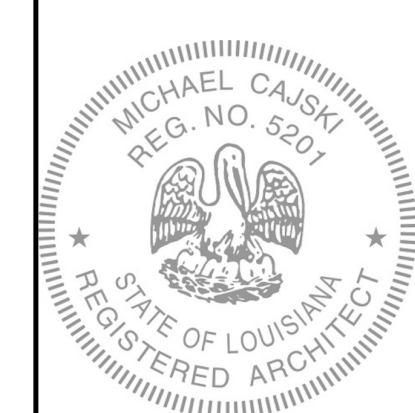
1 Bldg Type H, Front Elevation  
Scale: 1/4" = 1'-0"



2 Bldg Type H, Rear Elevation  
Scale: 1/4" = 1'-0"

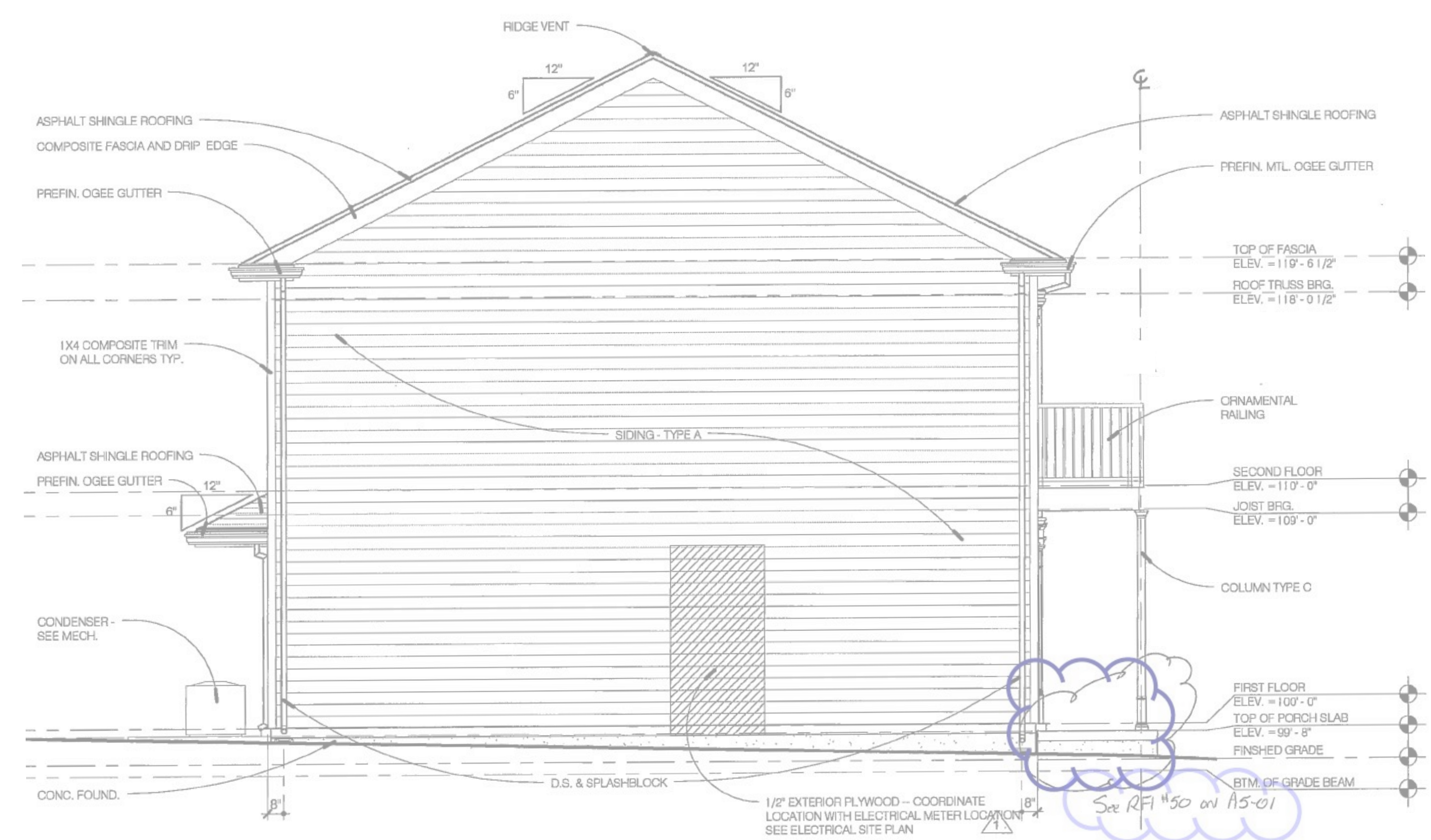
Housing Authority of New Orleans  
**Exterior Improvements**  
 at the Guste I Housing Community

Issue and print dates:  
 February 15, 2023 - Bid Issue

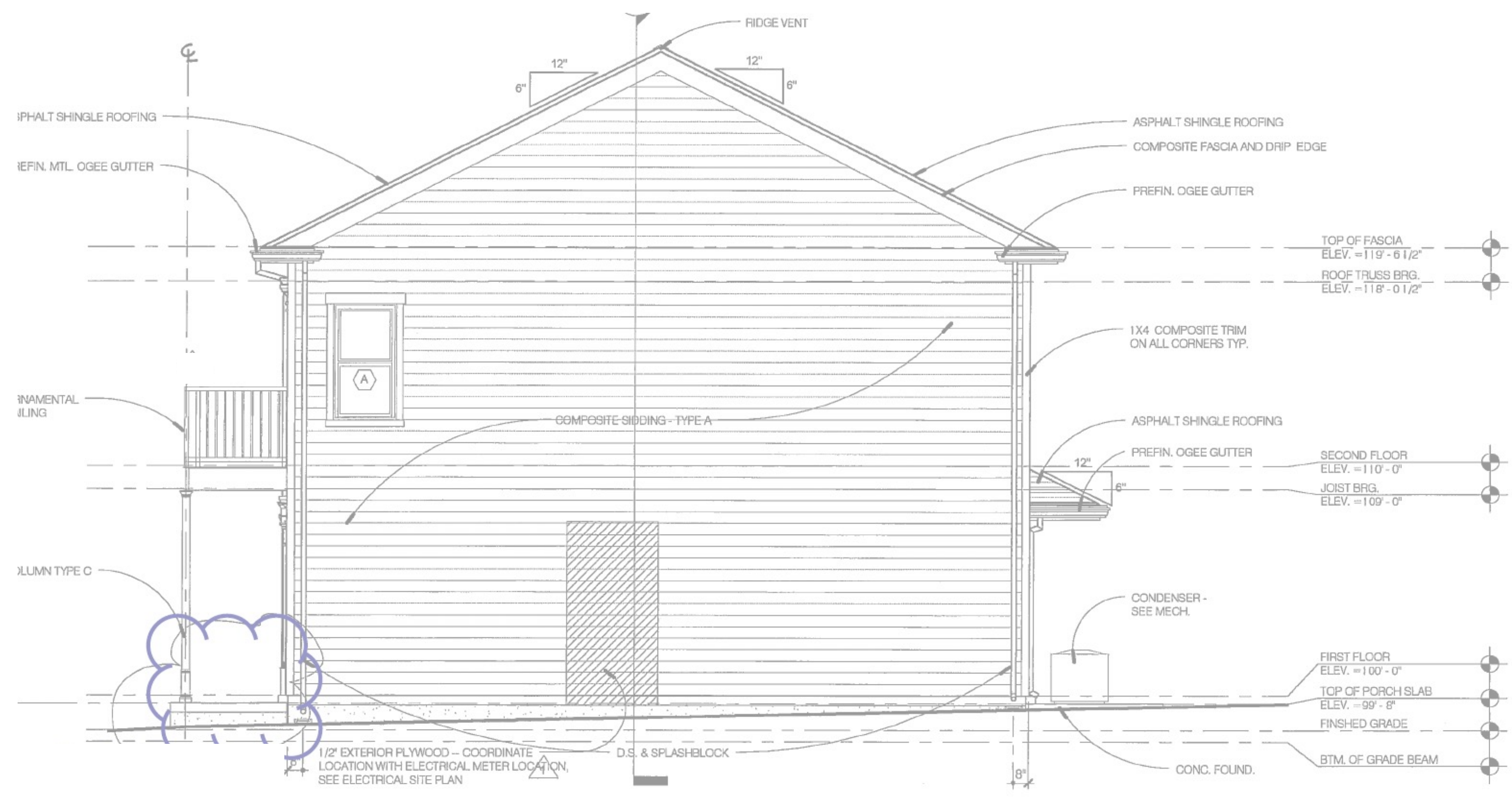


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 Michael Cajski  
 Registered Architect #5201  
 Architect's project no. 22-017  
 drawn by MC

sheet no.  
**A-30**



**1** Bldg Type H, Left Side Elevation  
 Scale: 1/4" = 1'-0"



**2** Bldg Type H, Right Side Elevation  
 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue

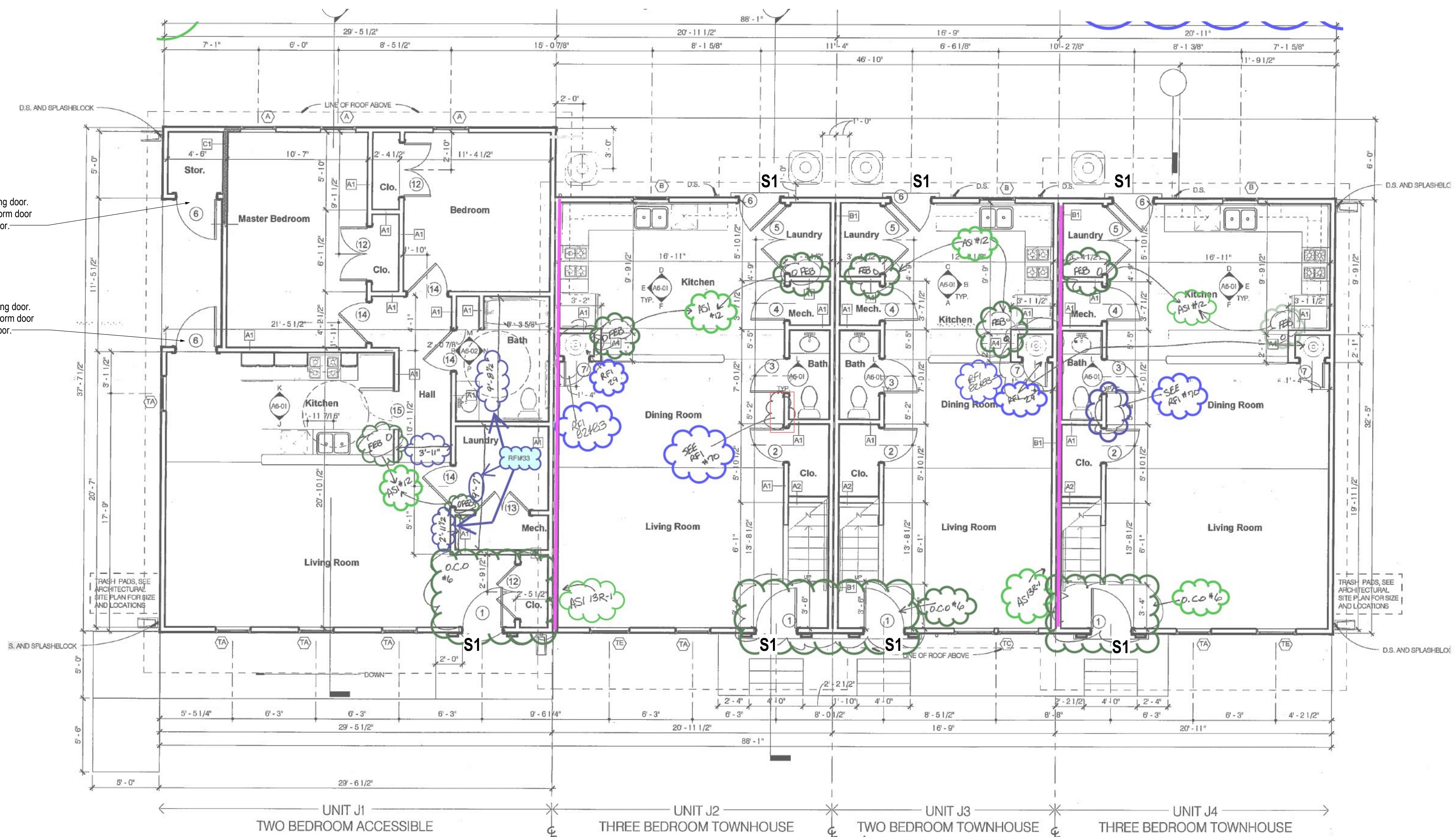


signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.



Existing out-swinging door.  
Do NOT provide storm door  
assembly at this door.

Existing out-swinging door.  
Do NOT provide storm door  
assembly at this door.

TRASH PADS, SEE  
ARCHITECTURAL  
SITE PLAN FOR SIZE  
AND LOCATIONS

TRASH PADS, SEE  
ARCHITECTURAL  
SITE PLAN FOR SIZE  
AND LOCATIONS

1 Bldg Type J, First Floor Plan  
A-31 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



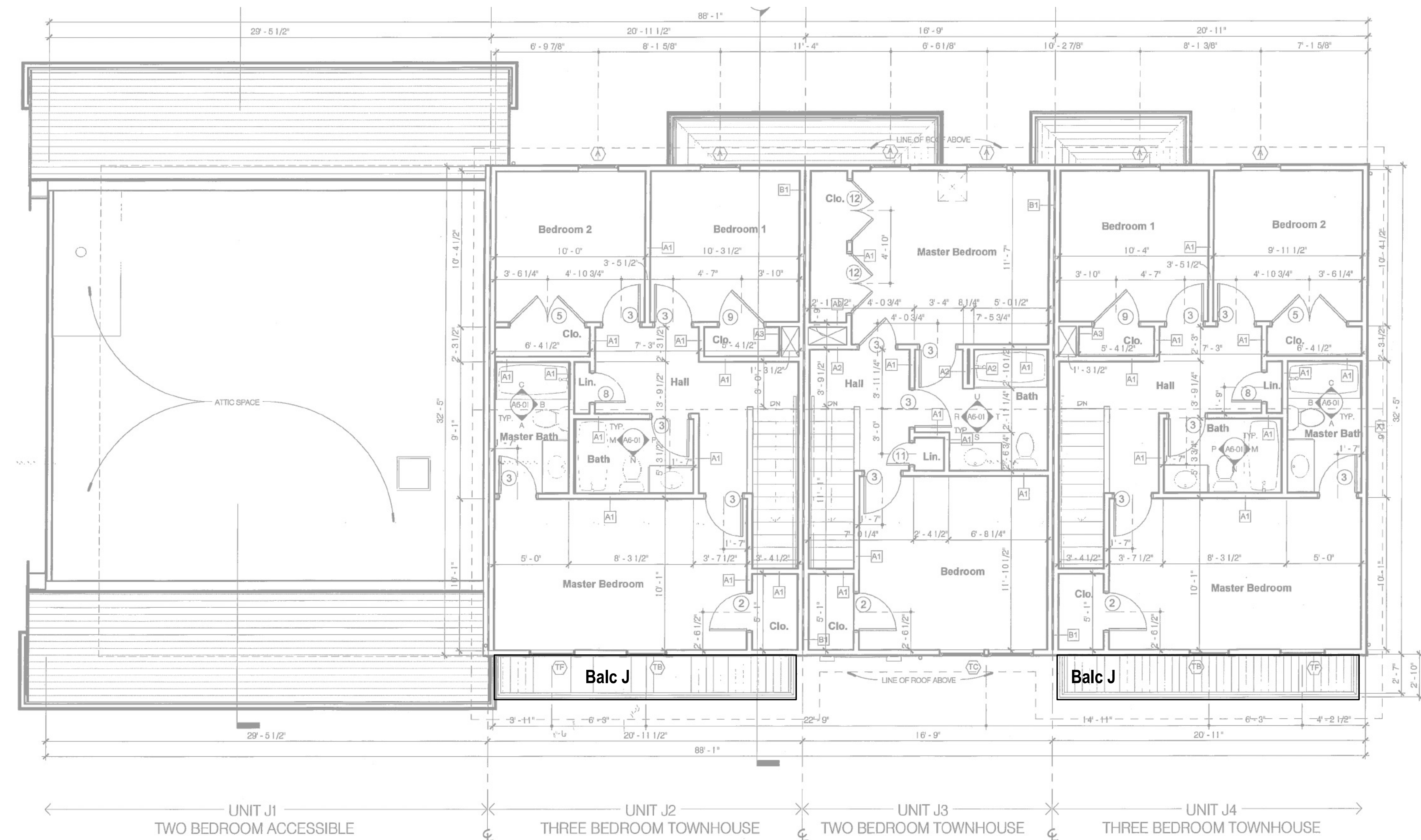
signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.

**A-32**



Note: There is no access to Balcony J from the interior.

1 Bldg Type J, Second Floor Plan  
A-32 Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
at the Guste I Housing Community

Issue and print dates:  
February 15, 2023 - Bid Issue



signed electronically, 2/15/2023

Michael Cajski  
Registered Architect #5201

Architect's project no. 22-017  
drawn by MC

sheet no.

**A-33**



Note: There is no access to Balcony J from the interior.

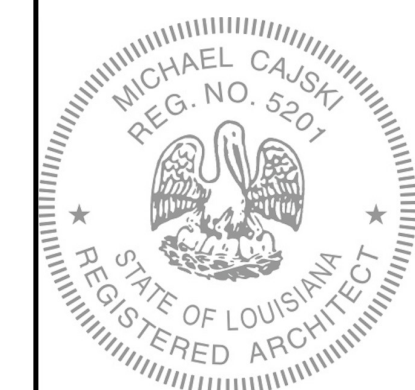
1 Bldg Type J, Front Elevation  
Scale: 1/4" = 1'-0"



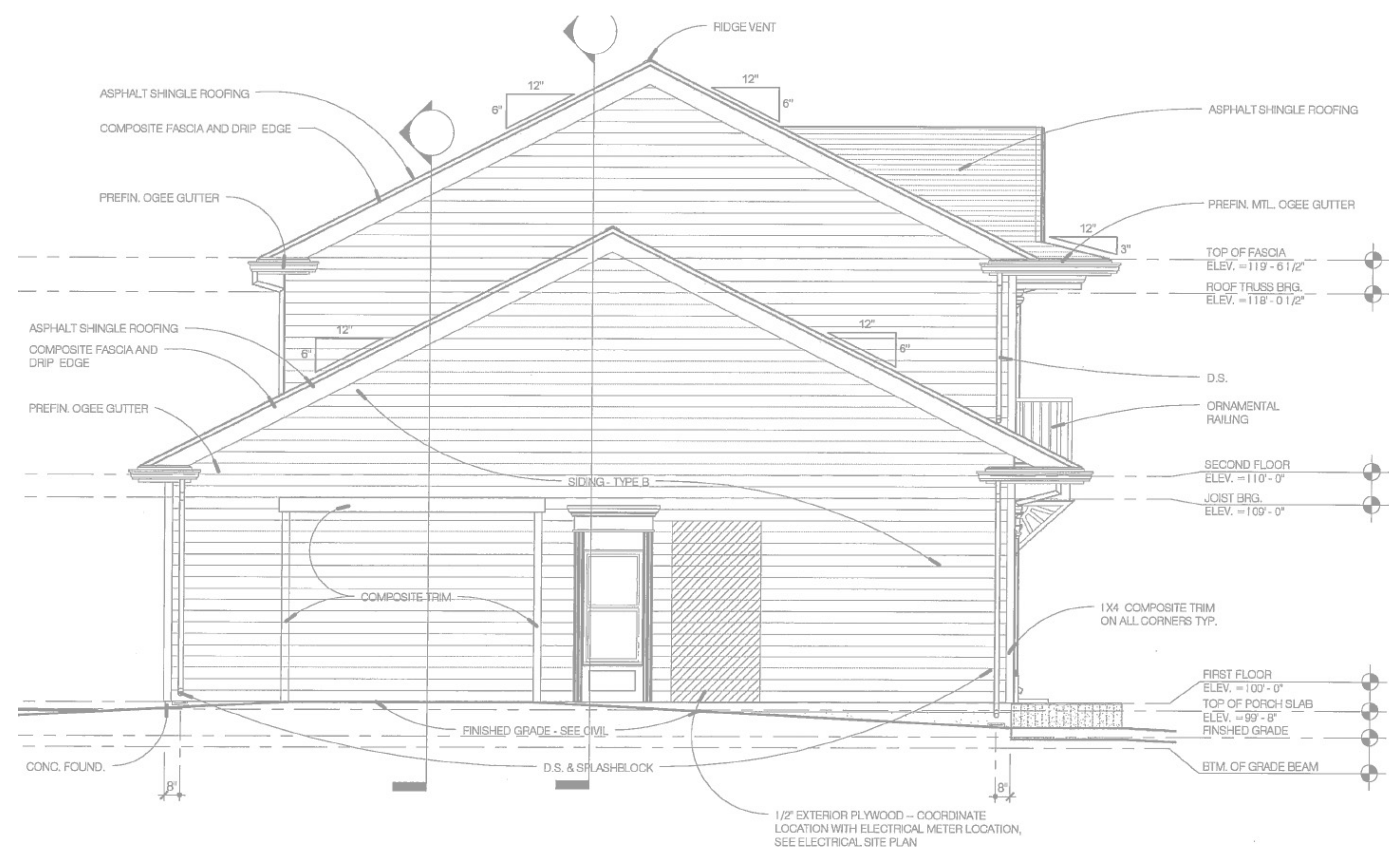
2 Bldg Type J, Rear Elevation  
Scale: 1/4" = 1'-0"

Housing Authority of New Orleans  
**Exterior Improvements**  
 at the Guste I Housing Community

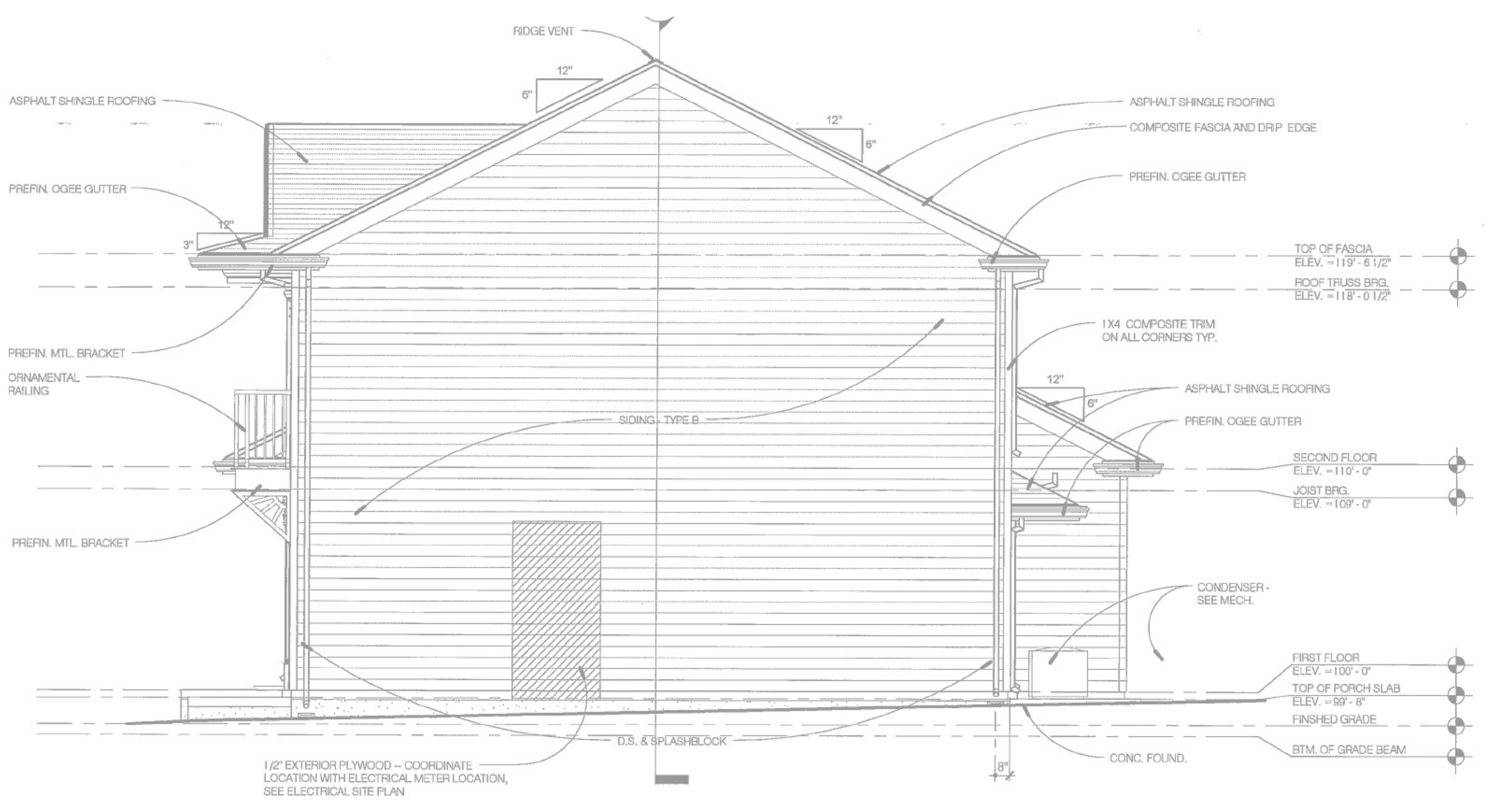
Issue and print dates:  
 February 15, 2023 - Bid Issue



signed electronically, 2/15/2023  
 Michael Cajski  
 Registered Architect #5201  
 Architect's project no. 22-017  
 drawn by MC



**1** Bldg Type J, Left Side Elevation  
 A-34 Scale: 1/4" = 1'-0"



**2** Bldg Type J, Right Side Elevation  
 A-34 Scale: 1/4" = 1'-0"

# IFB Attachment A (Form of Bid)





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

(This Form must be fully completed and included in the “hard copy” bid submittal.)

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

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(One original and Three copies of each bid, including one with original signatures)</i>
_____	1 Form of Bid (Attachment A)
_____	2 Form HUD-5369-A (Attachment E)
_____	3 Form SF-LLL (Disclosure of Lobbying Activities (Attachment B-1)
_____	4 Form HUD-50071 (Certification of Payments to Influence Federal Transactions (Attachment B-2)
_____	5 Form HUD-50070 - (Certification of a Drug-Free Workplace (Attachment B-3)
_____	6 Profile of Firm Form (Attachment C)
_____	7 Entry of Proposed Fees (Louisiana Uniform Public Work Bid Form (Attachment I)
_____	8 Acknowledgment of Addenda
_____	9 Equal Employment Opportunity/Supplier Diversity
_____	10 Certification of Contractor Non-Exclusion
_____	11 Subcontractor/Joint Venture Information
_____	12 Section 3 Business Preference Documentation
_____	13 Statement of Bidder’s Qualifications (Attachment P)
_____	14 Vendor Registration Form (Attachment L)
_____	15 Corporate Resolution (Attachment R)

**SECTION 3 STATEMENT**

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

**BIDDER’S STATEMENT**

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

\_\_\_\_\_  
Signature    Date    Printed Name    Company

# Attachment B

## HUD-5369



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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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Clause	Page
1. Bid Preparation and Submission	1
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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, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment B-1

## SF-LLL

### Disclosure of Lobbying Activities





# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		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 B-2  
HUD-50071  
Certification of  
Payments to  
Influence Federal  
Transactions**



# Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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



# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

# Attachment C

# Profile of Firm Form



**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

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

(This Form must be fully completed and included in the "hard copy" 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 \_\_\_\_\_



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

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

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

\_\_\_\_\_  
Signature    Date    Printed Name    Company

# Attachment D

## Section 3 Submittal Form



Section 3 Business Preference Submittal Form

(Attachment D)

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

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

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

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

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

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

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

2.3.2 Attach for each firm listed immediately above:

2.3.2.1 A detailed description of the subcontracted activity; and

2.3.2.2 A fully completed Profile of Firm form.

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

**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

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

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

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

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

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

**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

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

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

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

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

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

6.15 \_\_\_ For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR §905.102, and §905.201(a)(6).)

6.16 \_\_\_ Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

6.17 \_\_\_ Undertaking job counseling, education and related programs in association with local educational institutions.

6.18 \_\_\_ Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

6.19 \_\_\_ After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

6.20 \_\_\_ Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

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

7.1 \_\_\_ Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

7.2 \_\_\_ In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

7.3 \_\_\_ Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or bids for contracts for work in connection with section 3 covered assistance.

7.4 \_\_\_ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

7.5 \_\_\_ For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.



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

**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

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

8.0 The undersigned bidder/bidder hereby declares:

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

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

8.2.1 NOT award the bidder/bidder a Preference; and

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

# Attachment E

# HUD- 5369-A



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Attachment F Supplemental Conditions





## SUPPLEMENTAL CONDITIONS

### **The Contractor shall possess a major classification in Building Construction**

The following supplements and/or modifies the "General Conditions for Construction Contracts," form HUD-5370:

**Time of Completion.** The Contractor shall commence work under this contract within 150 calendar days from the date stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. 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 on completion of this project is \$352.00.

### **Contract Type**

The contract resulting from this IFB shall be a fixed price contract. Exterior Improvement services shall be paid in accordance with the contractor's Base Bid, pending HUD Funding.

### **Davis Bacon**

Davis Wage Rates are in effect for this project.

### **Bonding**

All bids must be accompanied by a bid bond/guarantee, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as evidence of good faith of the bidder.

The awarded bidder will be required to provide a performance bond in an amount not less than one-half of the amount of the contract, for faithful performance of their duties.

### **Employment, Training and Contracting Policy**

#### **PART I- POLICY, PURPOSE, REQUIREMENTS, DEFINITIONS**

- A. INTRODUCTION AND SUMMARY
- B. DEFINITIONS
- C. HANO SECTION 3 & DBE/WBE POLICY STATEMENTS
- D. SECTION 3 NEW HIRE AND CONTRACTING REQUIREMENTS
- E. DBE/WBE CONTRACT REQUIREMENTS

#### **PART II- PROCUREMENT & CONTRACTOR REQUIREMENTS AND PROCEDURES**

- A. SECTION 3 CONTRACTING PROCEDURES.
- B. DBE/WBE CONTRACTING PROCEDURES
- C. REPORTING OPEN POSITIONS

**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 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

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

**Request for Taxpayer Number and Certification (W-9)**

The respondent(s) shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

**Public Access to Procurement Information/Confidentiality**

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this IFB, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

**Indemnification**

The successful Respondent(s) will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent(s) will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HANO will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this IFB will survive the expiration or termination of that contract.

**Rights, Use, and Ownership of Assessment Materials**

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

The selected Respondent shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and State of Louisiana Ethics Code.

### **Third Party Claims on Software**

HANO shall be held harmless from any third party legal claims involving the use by HANO of any software product or technique provided by the selected Respondent.

### **Licenses and Certifications**

The successful Respondent shall possess all of the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of New Orleans. In addition, the Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

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

### **Contractual Obligations**

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HANO will hold the selected respondent(s) responsible for the proposed services.

### **Certification of Legal Entity**

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are, or will be legal and binding under Louisiana law.

### **Certifications**

In submitting the bid, the Respondent is indicating a willingness to comply with all terms and conditions of the IFB, including but not limited to those set forth in HUD Form 5370-C, General Contract Conditions, Non-Construction, and these Supplemental Conditions.

### **Personnel**

In submitting their bids, Respondents are representing that the personnel described in their bids shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the bid due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HANO.

### **Respondent Status**

**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

The successful Respondent will be held to be an independent Consultant, and will not be an employee of HANO.

**Assignment**

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this IFB, or any of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of the HANO.

**Advertising**

In submitting a bid, the successful Respondent agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law firms to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO specifically agrees otherwise.

**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 any and all risk(s) associated with any potential infectious diseases, viruses, or the like, including but not limited to COVID-19 (Novel Coronavirus Disease), that may be present in a prospective property and/or a prospective property's owner(s) and/or occupant(s). Contractor agrees, acknowledges, and assumes all potential risks, including risk of infection, transmission, and/or contraction of any infectious disease, virus, and/or illness, to view and/or enter a prospective property. Contractor further agrees to hold harmless and release HANO, including any and all agents, assigns, and/or successors, from any and all liability and/or potential claims, whether from Contractor or third party, arising from and/or in any way related to Contractor's alleged infection, transmission, and/or contraction of any infectious disease, virus, and/or illness from a prospective property, except any claim and/or cause of action arising from HANO's gross negligence and/or willful misconduct.

# Attachment G

## HUD 5370



# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.



- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:



- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.



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47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# Attachment H Acknowledgment of Addenda



ACKNOWLEDGEMENT OF  
ADDENDA (ATTACHMENT H)

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

**Attachment I**  
**LOUISIANA UNIFORM**  
**PUBLIC WORK BID**  
**FORM**  
**(Entry of Proposed Fees)**



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Housing Authority of New Orleans  
Procurement and Contracts Department  
4100 Touro St.  
New Orleans, LA 70122  
*(Owner to provide name and address of owner)*

**BID FOR:** Exterior Improvements at Guste I Housing Community  
IFB #23-912-17  
  
  
*(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: \_\_\_\_\_ and dated: \_\_\_\_\_  
*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_ .

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of 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.

# Attachment J Certification of Contractor Non- Exclusion



**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 - Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of, or have not entered a plea of guilty or nolo contendere to any of the crimes listed above or equivalent crimes.

\_\_\_\_\_  
(Print)

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

\_\_\_\_\_  
(Signature)

# Attachment K E-Verification Affidavit

(Only required post-bid by awarded bidder)





E-VERIFICATION AFFIDAVIT

(Employer)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Being duly sworn, attests and says that:  
(Authorized Signatory)

\_\_\_\_\_ a private organization,  
(Name of Private Company/Employer)

duly registered in the aforementioned state, and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States, or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm the legal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administrated by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

Signature of

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

# Attachment L

# Vendor Registration

# Form





**VENDOR SETUP FORM**

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

Physical Address: \_\_\_\_\_

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

Owner/President: \_\_\_\_\_

Remit To Address: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Company Website: \_\_\_\_\_

**Banking Information (Required for EFT Payment, if applicable):**

Bank Name: \_\_\_\_\_ Name on Bank Account: \_\_\_\_\_

Routing Number:

Account Number:

Type of Account:  Checking  Savings  Corporate/Commercial

Required: Taxpayer Identification Number: \_\_\_\_\_

**Type of Operation (Check all that apply):**

- Individual  Corporation  Manufacturer  Partnership  Distributor
- Sole Proprietorship  Retail Dealer  Agent/Broker  Limited Liability

**PLEASE ATTACH ANY REVISED INFORMATION INCLUDING W9 AND/OR BANKING UPDATED INFORMATION, AS REQUIRED.....**

Requisition #: \_\_\_\_\_ or N/A \_\_\_\_\_ (Direct pay items do not require a requisition #)

**Approvals:**

Requestor/Department: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_ 1099? Y N

Procurement Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Date Entered: \_\_\_\_\_ Entered By: \_\_\_\_\_

\* Attach Documentation (If Provided)

## Select All Applicable Products/Service in Each Category:

### Voice Services & Products:

- Call Accounting
- Calling Cards
- Local Services
- Voice Bridging
- VoIP Solutions
- Call Center
- Telephone Equipment
- Long Distance Services
- Voice Systems
- Wireless/Cellular
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Network/Internet Services & Products:

- Converged Network Provider
- Internet Access
- Virtual Learning
- Custom Network/Internet Solutions
- Network Equipment
- Wireless LAN/MAN/WAN
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Video Services & Products:

- Audio/Visual Equipment
- Interactive Video & Multimedia Equipment
- Video Bridging
- Integration Services
- Network Access
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### e-Learning Solutions:

- Course/Learning Management Application
- Training/Certification
- Course Content Provider
- Hosting – ASP Services
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Computer Services & Products:

- Application Software (Microsoft, Adobe, Lotus, etc.)
- E-mail Applications
- Network Devices
- SAN, Enterprise, Etc.
- Web & Application Hosting/IT Services
- Computers, Servers & Add-On Components
- Internet Content Filtering Applications & Devices
- Peripheral Equipment
- Storage Systems
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Additional Services & Products:

- Auditors
- Electrical Generators & Power Suppression Equip
- Office Furniture
- Consulting
- Library Supplies, Equipment & Furniture
- Office Supplies & Equipment
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)

Required: (Attach a copy of your certification for all items circled above)

Check one: \_\_ African American \_\_ Hispanic \_\_ Native American \_\_ Asian \_\_ Caucasian \_\_ Other

## **Definitions:**

**Disadvantage Business Enterprise (DBE)** – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

**Woman Business Enterprise (WBE)** - A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

**Section 3 Business** - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

**Small Business Enterprise (SBE)** — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).

## DECLARATION BY VENDOR

**I confirm that:**

- i) Neither I nor any employee of \_\_\_\_\_ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Authorized Signatory

\_\_\_\_\_  
Signature

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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or								
<b>Employer identification number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL E accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
  - Ensure your employer is protecting your SSN, and
  - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Attachment M

# Sample Bid Bond

# Form



SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of Louisiana, as Surety, are held and firmly bound unto the Housing Authority of New Orleans (HANO), for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_ Located at \_\_\_\_\_  
(Identify project by number and brief description)

**NOW THEREFORE**, if the HANO shall accept the bid of the Principal and the Principal shall enter into a contract with the HANO in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the HANO the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the HANO may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of La. R.S. 38:2241; 38:2216, as amended, then this obligation shall be null and void; otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the Principal and Surety have hereto set their hands and seals, this \_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Name and Seal)

\_\_\_\_\_  
(Attorney-in-Fact)

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

# Attachment N

# Performance Bond

# Sample Form

(only required post-bid from  
awarded bidder)



**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

**~~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 (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



**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

~~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: \_\_\_\_\_

**INVITATION FOR BIDS (IFB) No. 23-912-17 Exterior Improvements at Guste I Housing Community**

BUSINESS ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Corporate Surety)

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_

Title: Attorney-in-Fact

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

BUSINESS ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand

The total amount of premium is \$ \_\_\_\_\_

**Attachment O**  
**Davis Bacon**  
**Wage Rates**



"General Decision Number: LA20230041 01/20/2023

Superseded General Decision Number: LA20220041

State: Louisiana

Construction Type: Building

County: Orleans County in Louisiana.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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 \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0053-001 08/29/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.20	9.62

-----  
ELEC0130-010 12/05/2022

	Rates	Fringes
ELECTRICIAN (Including Communication Technician and Low Voltage Wiring).....	\$ 32.75	14.51

-----  
ELEV0016-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

-----  
ENGI0406-002 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (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 09/01/2022

	Rates	Fringes
GLAZIER.....	\$ 23.41	11.65

-----  
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 06/06/2022

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and Unit Installation; Excluding Installation of HVAC Temperature Controls).....	\$ 31.20	13.65
PLUMBER (Installation of HVAC Temperature Controls; Excluding HVAC Pipe and Unit Installation).....	\$ 31.20	13.65

-----  
 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.

\*\*\*\*\*  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

-----  
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.

=====

END OF GENERAL DECISIO"

**Attachment P  
Employment,  
Training, and  
Contracting Policy**





*Housing Authority of New Orleans*

**EMPLOYMENT, TRAINING, AND CONTRACTING POLICY**

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# Part I: Policy, Purpose, Requirements, Definitions

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## A. Introduction and Summary

The Housing Authority of New Orleans (HANO) has established a policy whereby any contractor that transacts business with HANO must meet the requirements of HANO’s Section 3 and DBE/WBE policy as outlined in this document. This policy applies to all contracts valued at \$100,000 or greater. Contractors will: 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and 2) provide Section 3 Business Concerns, Disadvantaged Business Enterprises (DBEs) as well as Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO. HANO will make a good faith effort to recruit as many Section 3 eligible residents and businesses as possible for employment and instructional positions and contract opportunities, in an effort to provide economic opportunities for area residents and area business concerns.

This document serves to fulfill two (2) main objectives: 1) it outlines the Section 3 & Section 3 Business Concerns/DBE/WBE policy and program compliance measures of HANO, and 2) it contains program definitions, requirements, required forms, information on program assistance provided by HANO, and other information related to HANO’s Employment, Training and Contracting Policy. This document replaces all previous policies and is in immediate effect as of the HANO Board approval date.

### Summary of Requirements

Requirements	Section 3 Hiring	Section 3 Training & Internship	DBE Contracting	WBE Contracting	Section 3 Contracting
	30% of new hires	Paid Training and Internship Spots as listed in Chart on Page 17	20% of the value of the contract	5% of the value of the contract	10% of the value of construction contracts  3% of the value of non-construction contracts

These requirements apply to all prime and subcontractors where the value of the contract with HANO is \$100,000 or greater.

## B. Definitions

**Local Hire:** Employee Residing within Orleans Parish.

**Low-Income Person:** A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Very Low-Income Person:** A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**New Hires:** Full-time employees not previously employed on this contract for permanent, temporary or seasonal employment opportunities.

**Section 3 Resident:** A public housing resident, (HCVP) Housing Choice Voucher Program Participant or an individual who is considered to be a low to very low income Orleans Parish Resident.

**Core Employees:** Persons listed and verified as employed with company before the contract execution date.

**Contractor:** Any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

**Woman Business Enterprise (WBE):** A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

**Disadvantaged 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 part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

**Housing Authority (HA):** Public Housing Agency

**Housing Development:** Housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**Employment Opportunities Generated by Section 3 Covered Assistance:** All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management

and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**HUD Youthbuild Programs:** Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**Recipient:** Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

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

**Section 3 Business Concern:**

- (1) Business concerns that are 51% or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended; or
- (2) Business concerns whose full-time, permanent workforce includes 30% of public housing residents or low or very low income local residents as employees; or
- (3) HUD Youthbuild programs being carried out in the area in which the section 3 covered assistance is expended; or
- (4) Business concerns that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

**Section 3 Covered Contracts:** A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials only. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Covered Project:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Subcontractor:** Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

### C. HANO Section 3 & DBE/WBE Policy Statements

#### i. **Section 3 Policy Statement**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of New Orleans to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of the Section 3 Opportunities Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of Section 3 and this policy.



HANO, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. ***HANO's Section 3 requirement is thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers, and 10% (construction) or 3% (non-construction) of the value of the contract shall be awarded to Section 3 eligible Businesses.*** It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject them to penalties including, but not limited to, the withholding of payments.

ii. **DBE/WBE Policy Statement**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby modifies the numerical requirements relative to contracting with Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) and reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO.

***HANO's DBE requirement is 20% of the value of the contract will be awarded to DBEs and 5% of the value of the contract will be awarded to WBEs.***

To comply with this requirement and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of evidence and certification that the bidder will comply with the requirements of this policy.

## **D. Section 3 New Hire & Contracting Requirements**

### **Section 3 Numerical Requirements and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires.

HANO has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance.

### **Section 3 Hiring Preference**

Contractors shall adhere to the following order of priority for employment purposes:

- Priority 1: A low or very low-income resident of HANO housing site where the work is being done
- Priority 2: A low or very low-income resident of any HANO housing developments
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: HANO Housing Choice Voucher Participant
- Priority 5: a) A Very low-income resident of Orleans Parish  
b) A Low-Income resident of Orleans Parish

### **Contracting Requirements**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall direct 10% of the contract value to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 3: HUD Youthbuild programs in Orleans Parish; or
- Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 Orleans Parish residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts less than \$100,000 and shall not apply to contracts for the purchase of supplies and materials unless the contract for materials includes installation.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, **participation can only count toward one requirement.** For example, if a subcontract is let to a Section 3 business concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its Section 3 contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

## **E. DBE/WBE Contract Requirements**

### **Numerical Requirements**

HANO requires that all contractors and any tier subcontractors shall direct their subcontracting opportunities to DBEs/WBEs as follows:

- Disadvantaged Business Enterprises - 20% of the total value of contract
- Woman Business Enterprises - 5% of the total value of contract

DBE and WBE businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of this policy and numerical requirements in any and all tier subcontracts.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, a individual companies participation can only count toward one requirement on a contract. For example, if a subcontract is let to a WBE concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its WBE contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

Requirements relative to contracting with DBEs/WBEs shall not apply to contracts less than \$100,000 and shall not apply to contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc, or when the sole source or specified items are not available from DBEs/WBEs.

100% of the participation of DBE/WBE suppliers shall count towards the requirements as long as the supplier maintains an inventory and/or significantly alters the product for distribution. In cases where the DBE/WBE supplier does not maintain an inventory and/or does not significantly alter products for distribution, only 25% of the DBE/WBE supplier's participation shall count toward the requirements.

## **Part II- Procurement & Contractor Requirements and Procedures**

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### **A. Section 3 Contracting Requirements & Procedures**

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

As part of the response to an IFB, RFP, RFQ, or other solicitation, respondents (prime) are required to submit a Section 3 Employment and Training Action Plan (SETAP) to identify overall projected employment by type and phase, Section 3 hiring, training and contracting requirements, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. (See Section III for Section 3 Employment & Training Action Plan format).

The **HANO Section 3 Coordinator** will be responsible for coordinating with the Department of Procurement and Contracts to review the Section 3 Employment and Training Action Plan prior to the award of the contract. Upon selection, HANO will work with the selected firm to finalize the Section 3 Plan, including identification of HANO assistance to be provided (if any), timelines for action, and review of reporting and compliance requirements. The Section 3 Employment and Training plan is separate and apart from the Disadvantaged/Women Business Enterprise Plan and must be completed in addition to the DBE/WBE Plan.

**I. Prior to Bid/Pre Certification Process:** HANO Resident-Owned Businesses can Visit [www.hano.org](http://www.hano.org), to complete and submit a Section 3 Business Concerns Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- Section 3 Employment Action Plan
- Section 3 Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees (including date of hire for each core employee and address)
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Section 3 Coordinator.

#### **IV. Contract Performance Phase:**

##### **Section 3 Contract Performance Monitoring**

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period (Appendix):

- Core Employee List Subcontractors / New Contracts
- Section 3 Employment and Training Compliance Reports
- Section 3 Manhour Report
- Contracting Compliance Report
- Section 3 Income Verification Form
- Employer Paid Training Report

Upon HANO's request, the contractor and all tier level sub-contractors are required to provide supporting documentation and proof of previous employment of any and all core employees prior to working on a HANO project.

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Verification Form is completed. The Section 3 Income Verification Form shall be completed by the resident, and submitted to the contractor. This documentation should be included with the monthly reports submitted to HANO.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

##### **Determination of Compliance**

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 16 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

- Target recruitment of Section 3 residents for training and employment by taking steps such as:
  - Prominently place a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken;

- Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
  - Consider contracting with HANO Resident Councils and/or Resident Management Corporations
  - Contact HANO for a list of agencies which may be able to provide assistance regarding opportunities for training which can be utilized on this contract;
  - Contact local job training centers, employment service agencies, and community organizations;
  - Develop on-the-job training opportunities or participate in job training programs;
  - Develop or participate in certified Pre-Apprenticeship/Apprenticeship Trainings Programs for construction trades on Construction Contracts and Paid Internship/Summer Employment Opportunities for Non-Construction Contracts.
  - Advertise in the local media.
- Keep a list of Section 3 area residents who apply on their own or by referral for available positions.
  - Send to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3.
  - Select Section 3 area residents, particularly HANO residents, for training and employment positions.
  - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

Where feasible, adjust the initial Section 3 and DBE/WBE Action Plan to increase the use of Section 3 residents in categories where the Plan has been successful to compensate for those categories of lower success.

## **B. DBE/WBE Certification**

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Department of Client Services. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by visiting HANO's website at [www.hano.org](http://www.hano.org).

**Contracting Procedures:**

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

**I. Prior to Bid/Pre Certification Process:** If qualified, contractors can visit [www.hano.org](http://www.hano.org), to complete and submit a Disadvantaged Business Enterprise Program Certification Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- A. DBE/WBE Contracting Action Plan
- B. Contracting Schedule
- C. Letter of Intent
- D. Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the DBE/WBE subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Compliance Officer.

**IV. Contract Performance Phase:** HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the tenth business day of each month throughout the contract period:

- Contracting Compliance Report

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

**Contracting:**

- Target recruitment of DBEs/WBEs by taking such steps as:
  - Contact DBEs/WBEs in the HANO's directory;
  - Prominently place a notice of commitment relative to DBE/WBE contracting at the project site and other appropriate places;
  - Contact HANO for a list of certified firms;
  - Contact other organizations which might be helpful in identifying DBEs/WBEs;

- Advertise in the local media.
- Make every effort to use DBEs/WBEs included in HANO's directory of certified firms. Such efforts may include, but are not limited to:
  - Dividing total work into smaller sub-tasks (i.e. by floor);
  - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
  - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.
- Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.
- Where feasible, adjust the initial DBE/WBE Contracting Action Plan to increase the use of Section 3 business concerns in categories where the Plan has been successful, to compensate for those categories of lower success.

### C. Reporting Open Positions

All HANO contractors and subcontractors are required to report all job openings in connection with a contract resulting from any solicitation on [crescentcityjobmatch.com](http://crescentcityjobmatch.com), HANO's website and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO's requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

\* For Construction Projects – All new hires must go through the on-site hiring process with the Section 3 Coordinator



## Part III- Compliance Requirements

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### Compliance Requirements for Section 3/DBE/WBE Contracting

If a contractor or subcontractor cannot meet the Section 3, DBE, WBE contracting requirements it must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the following alternative measures to comply:

- Contractors must contribute to HANO's Section 3 Training Fund, which provides training and other economic opportunities for HANO residents:
  - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**
  - **Non-Construction Contractors (e.g. A&E, Consulting, Professional Services, Technical) must contribute 1% of the total contract amount.**

HANO will primarily use the Section 3 Training Fund to pay for resident self-sufficiency programming through HANO's partnerships with Local Colleges, State Approved Trade Programs, paid Work Experience /Internship Programs, Youth Summer Employment Programs and various other employment and training programs for residents. The site in which the construction or project is occurring will receive a portion of funds generated from that respective site for programs and equipment related to resident training.

### Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated March 13, 2012. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

## Part IV – Training Requirements

### Training Requirements for Construction Contracts

- HANO requires all construction contracts that are greater than (\$100,000.00) one hundred thousand dollars in total construction cost and is anticipated to exceed 6 months of construction; to include a detailed and well defined plan on how they will provide a certified pre-apprenticeship or apprenticeship training programs to at least (1) one Section 3 Resident in its priority order. (1) One additional Section 3 Resident in its priority order will be provided training for every additional (\$500,000) five hundred thousand to (\$1,000,000.00) one million dollars of the total contract value. The training plan and trainings must be aligned with the scope of work in the contract and approved by HANO. A training program participant can only count for (1) one training slot per total contract amount. Those who do not offer a certified pre-apprenticeship or apprenticeship training program will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

### Training Requirements for Non-Construction Contracts

- HANO requires that all non-Construction contracts that meet or exceed (\$100,00.00) one hundred thousand dollars in total contract value include a detailed and well defined plan to provide paid internship or summer employment opportunities to Section 3 Residents in its priority order. An internship/summer employment program participant can only count for (1) one internship/summer employment slot per total contract amount. Those who do not offer a HANO approved paid internship or summer employment opportunity will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

\* A Portion of All Funds Generated at A HANO Housing Site Will Remain At That Site for Resident Training Programs and Equipment

Total Contract Amount	Number of Section 3 Training / Internship Slots	Contribution to HANO Training Fund if Training or Internship Slots Are not Available
At least \$100,000, but less than \$500,000	1	6% of the Total Contract Value up to \$25,000
At least \$500,000, but less than \$1,000,000	2	5% of the Total Contract Value up to \$40,000
At least \$1,000,000, but less than \$2,000,000	3	4% of the Total Contract Value up to \$60,000
At least \$2,000,000, but less than \$4,000,000	4	3% of the Total Contract Value up to \$80,000
At least \$4,000,000, but less than \$7,000,000	10	2% of the Total Contract Value up to \$105,000
\$7,000,000 or more	1 additional training slot for every additional \$500,000.00	1.5% of that Total Contract Value, with no dollar limit

**Part V – Contracting and Compliance Forms**

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## Housing Authority of New Orleans Section 3 Individual Verification Form

The following information will be used to verify your individual eligibility under the Section 3 regulations as set forth in 24 CFR Part 135.

A Section 3 resident seeking the preference in training and employment shall certify and submit evidence to demonstrate Section 3 eligibility.

I, \_\_\_\_\_, residing at \_\_\_\_\_  
(print name) (address)  
\_\_\_\_\_ have a family size of \_\_\_\_\_ and my total  
(city, state, zip code)

annual income for the prior calendar year (20\_\_ ) was \$ \_\_\_\_\_ as is evidenced by the attached documentation.

**HANO Client Status** (Check ONLY One of the Following)

- I live in Public Housing at \_\_\_\_\_ (insert development name)
- I am a Housing Choice Voucher recipient
- None of the above

**Proof of income and residency is a requirement for an individual to become Section 3 certified.**

**Proof of residency** (Check at least one and provide a copy with this form):

- Copy of current lease
- 2 Utility Bills for the past 2 months (Utility bills must be in the name as shown above)
- Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Section 3 Certification is living at their residence
- One of the acceptable proofs of income listed below
- Valid Federal or State ID

**Proof of income** (Check at least one and provide a copy with this form):

- Copy of receipt of public assistance
- Copy of Evidence of participation in a public assistance program
- Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
- Proof of Unemployed Status
- I Have Zero Income and did not receive any form of subsidy during the calendar year listed above

I have voluntarily provided the above information in conjunction with employment on a HANO related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

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

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

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.  
Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.

**Section 3 Individual Verification Form  
(Part B)  
SECTION 3 REQUIREMENTS**

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

**Definitions:**

**Low-Income Person:**

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

**Very Low-Income Person:**

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

**New Hires:**

Full-time employees for permanent, temporary or seasonal employment opportunities.

**Section 3 Resident:**

- 1) A low or very low income resident of HANO housing site where the work is being done; or
- 2) A low or very low income resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
- 5) a) A very low-income resident of Orleans Parish  
b) A low-income resident of Orleans Parish

**Statement of Numerical Requirements and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires in the following order of priority:

- Priority 1: A low or very low income resident of HANO housing site where the work is being done
- Priority 2: A low or very low income resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A HANO Housing Choice Voucher Participant
- Priority 5: a) A very low-income resident of Orleans Parish  
b) A low-income resident of Orleans Parish



**Section 3 Individual Verification Form  
(Part C)  
ORLEANS PARISH, LOUISIANA  
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2015**

Orleans Parish Median Income: \$60,000

FY 2015 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Very Low (50%) Income Limits</u>	21,000	24,000	27,000	<b>30,000</b>	32,400	34,800	37,200	39,600
<u>Low (30%) Income Limits</u>	12,600	15,930	20,090	<b>24,250</b>	28,410	32,570	37,200	39,600
<u>Low (80%) Income Limits</u>	33,000	38,400	43,200	<b>48,000</b>	51,850	55,700	59,550	66,400

**Definition of Section 3 Resident:**

- 1) A Low or Very Low-Income Resident of HANO housing site where the work is being done; or
- 2) A Low or Very Low-Income Resident of any HANO housing site; or
- 3) A participant in a HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
- 5) a) A very low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).  
b) A low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).

\*Source – HUD FY 2015 Income Limits Documentations System, <http://www.huduser.org/portal/datasets/il/il2015/2015summary.odn>









HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED. )

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

Lined area for writing the contracting action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_





**HOUSING AUTHORITY OF NEW ORLEANS**

**CONTRACTING SCHEDULE**

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Section 3, DBE, and WBE firms not certified by HANO shall not be included on this schedule and shall not be counted towards the participation requirements. Duplicate form if additional space is needed.

ITEM #	DESCRIPTION OF WORK TO BE PERFORMED	NAME AND ADDRESS OF COMPANY TO BE USED TO PERFORM THE WORK	TYPE OF WORK TO BE PERFORMED			TOTAL ESTIMATED AMOUNT OF WORK TO BE PERFORMED		
			LABOR	MATERIALS	BOTH	SECTION 3	DBE	WBE
EXAMPLE	PAINING	John Doe Resident Owned Painter, Inc. New Orleans, LA			X	\$50,000		
1.								
2.								
3.								
4.								
5.								
6.								
7.								

**Summary:**

- 1) Total Amount to be Awarded to Section 3 Business Concern: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to DBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to WBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSING AUTHORITY OF NEW ORLEANS**

**SECTION 3 EMPLOYMENT AND TRAINING SCHEDULE**

IFB NO. \_\_\_\_\_

**Employment and Training Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Duplicate form if additional space is needed. The Section 3 requirements set forth in this policy are**

Job Category	Total Estimated Positions Needed for Contract	Total Estimated Number of Workforce Manhours Needed for Contract	Total Number of Positions Currently Occupied by Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Current Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Section 3 Residents	Training Plan			
						List Types of Pre-Apprenticeship and Apprenticeship Trainings That Will Be Provided to Section 3 Employees/HANO Residents	Number of "On The Job Training" Positions Available to Section 3 Residents	List The Name Of The Training Program Provider	What Type of Certification Will Be Provided At The Completion of Training
<b>Ex. Clerical</b>	<b>2</b>	<b>80 hours</b>	<b>1</b>	<b>50 hours</b>	<b>30 hours</b>		<b>1</b>		

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: \_\_\_\_\_ IFB# \_\_\_\_\_  
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above. Copies of agreements including, but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the IFB, RFP, RFQ, or Purchase Order Number shall be forwarded to HANO at:

Housing Authority of New Orleans  
4100 Touro Street  
New Orleans, Louisiana 70122  
Attn: Section 3/DBE/WBE Coordinator

Name of Subcontractor \_\_\_\_\_

Description of Work to Be Performed by Subcontractor \_\_\_\_\_

Contract Value (inclusive of change orders) \$ \_\_\_\_\_

Term of Contract (include start and end dates) \_\_\_\_\_

Subcontractor Status (Section 3, DBE, WBE) \_\_\_\_\_

By: \_\_\_\_\_  
Prime Contract Signature

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

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

If a corporate seal is not affixed, this document must be notarized. Provide Letter of Intent on Company Letterhead.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Seal)

My Commission expires: \_\_\_\_\_

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



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. \_\_\_\_\_

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that it:

- o Has prepared and submitted its bid/proposal to HANO with a full understanding of HANO's requirements with respect to employment, training, and contracting with Section 3 residents, Section 3 business concerns, Disadvantaged Business Enterprises (DBEs), and Women Business Enterprises (WBEs); and
o Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and
o The representations contained in the Section 3 Employment and Training Action Plan submitted with the bid/proposal are true and correct as of this date; and
o Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and
o Will not alter the level of employment, training, and contracting with Section 3 residents, Section 3 business concerns, DBEs, and WBEs identified in the Section 3 Employment and Training Schedule and in the Contracting Schedule without prior written notice to HANO; and
o Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and
o Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
o Will provide HANO with documentation in the format and timeframe requested by HANO, such as subcontractor certifications, employee income verifications, etc. to confirm eligibility of those employees, trainees, subcontractors claiming Section 3, DBE, and/or WBE status.

\_\_\_\_\_  
Bidder's/Offeror's Name

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

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

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

If a corporate seal is not affixed, this document must be notarized.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)
(Signature)
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires: \_\_\_\_\_

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



**HOUSING AUTHORITY OF NEW ORLEANS**

**Contractors Section 3 Employment and Training Compliance Report**

Reporting Period: \_\_\_\_\_

**To be submitted before 5:00 p.m. on the first business day of the month**

Prime Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

<b>Craft/Trade</b>	<b>Total Number of New Hires</b>	<b>Tier 1 Resident s Hired</b>	<b>Tier 2 Resident s Hired</b>	<b>Tier 3 Resident s Hired</b>	<b>Tier 4 Resident s Hired</b>	<b>Tier 5 (a) Resident s Hired</b>	<b>Tier 5 (b) Resident s Hired</b>	<b>Total Number of Section 3 Resident s Hired*</b>	<b>Percentage of Section 3</b>	<b>Total Number of Section 3 Resident s in Apprenticeship Programs</b>
<b>Example: Laborer</b>	6	2	1	0	0	3	0	6	100%	2

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

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



### HOUSING AUTHORITY OF NEW ORLEANS

#### Employer Paid Training Report

To be submitted before 5:00 p.m. on the first business day of the month

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

Type of Training: \_\_\_\_\_

TRAININGS CLIENT ATTENDED	TRAINING PROVIDER	TRAINING DATES	# OF TRAINING HOURS	TOTAL COST OF TRAINING & TRAINING MATERIALS
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

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

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

Title: \_\_\_\_\_

\*\* You must attach Training agenda as well as proof that your organization paid for the training such as Receipt, Copy of Check, Purchase Order, etc.\*\*





**HOUSING AUTHORITY OF NEW ORLEANS**

**Section 3 Manhour Report**

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

**Identify all Employees Including Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form (if applicable).**

Name Address, City/State Last 4 of Social Security#	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date	Total Number Man-hours

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: \_\_\_\_\_

Total Number of Manhours Worked by Section 3 Employees: \_\_\_\_\_

Total Percentage of Manhours Worked by Section 3 Employees: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**\*\* Attach Section 3 Resident Certification Forms for each new hire reported.**



**HOUSING AUTHORITY OF NEW ORLEANS**

**Contracting Compliance Report**

**To be submitted before 5:00 p.m. on the first business day of the month**

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Current Contract Amount (Including Change Orders): \$ \_\_\_\_\_

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

**List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.**

**ALL SECTION 3/DBE/WBE CONTRACTORS ARE REQUIRED TO LIST ALL SUBCONTRACTORS**

Name of Subcontractor/Supplier	Indicate HANO Certification (DBE/WBE/ Section 3)	Scope of Work Performed	Total Subcontract Amount Including Change Orders	Amount Paid this Period	Amount Paid To Date	Balance Due

Total Amount Paid to Contractor by HANO:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to DBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to WBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## Section 3 Employment and Training Assessment

This Assessment is designed to capture potential Section 3 Certified candidates' employment interest, work experience and training information. Information will be forwarded to employers based upon the skills required for the open positions. Applicants will be considered for positions without regard to race, color, religion, sex national origin, age or marital status.

### Personal Information

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

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

Home Telephone \_\_\_\_\_ Alt. Telephone \_\_\_\_\_

Current Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Do you reside at a HANO affordable housing site? ( ) YES ( ) NO

If Yes, Which Site: \_\_\_\_\_ Name of Head of Household \_\_\_\_\_

Are you a HANO Housing Choice Voucher Participant ( ) YES ( ) NO

If Yes, Name of Head of Household \_\_\_\_\_

Do you reside at a federally supported housing unit? ( ) YES ( ) NO

Are you a HUD Youth Build Participant? ( ) YES ( ) NO

### Education

Highest Level of Education (Grade Completed) \_\_\_\_\_

High School Diploma \_\_\_\_\_ GED \_\_\_\_\_ Some College \_\_\_\_\_

College \_\_\_\_\_ List Degree \_\_\_\_\_ Year Completed \_\_\_\_\_

Name of last School Attend \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Last Year Attended \_\_\_\_\_

### Employment

1. Have you ever worked before? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you currently working? Yes \_\_\_\_\_ No \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

3. Current Job Title \_\_\_\_\_ Hourly Rate \_\_\_\_\_

4. Have you ever completed an occupational skills training? If so, what, when and where.

\_\_\_\_\_

5. Do you have an occupational skills credential/license? If so, what and expiration date.  
\_\_\_\_\_
6. Have you ever participated or completed work readiness training? If so, when.  
\_\_\_\_\_
7. Are there any problems or issues that may prevent you from working consistently? If so, explain.  
\_\_\_\_\_
8. What type of environment would you like to work in? \_\_\_Indoors \_\_\_Outdoors
9. What types of machinery/office equipment to you know how to operate?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employment History**

Name of Employer Address/ City/State	Dates of Employment Start/End	Job Title	Beginning Hourly Rate Ending Hourly Rate	Reason For Leaving

**Transportation**

1. Do you have a valid driver's license? Yes\_\_\_\_\_ No\_\_\_\_\_ State\_\_\_\_\_
2. Do you own a car or have access to reliable transportation to get to and from work?  
Yes \_\_\_\_\_ No\_\_\_\_\_ If yes, make /model/year of car.  
\_\_\_\_\_

If no vehicle or license, what is your primary means of transportation? \_\_\_\_\_

---

**References: DO NOT INCLUDE RELATIVES.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

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

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

## **SKILLS ASSESSMENT**

- I. Place an (X) on the area(s) in which you have skills and list the number of years of experience.

<b>Trade</b>	<b># Of Years Experience</b>	<b>Trade</b>	<b># Of Years Experience</b>
<b><i>Carpentry</i></b>		<b><i>Drywall</i></b>	
Form Carpentry		Painting	
Cement Forms Finisher		Drywall Hanger	
Rough Frame Carpentry		Drywall Finisher	
Finish Carpentry			
Finish Interior Carpenter		<b><i>Flooring</i></b>	
Finish Exterior		Carpet Installation	
Door Installation		Tile Setting	
Window Installation		Wood Flooring Installation	
<b><i>Machine Operation</i></b>		<b><i>Misc. Items</i></b>	
Forklift		Appliance Installation	
Boom/lift		Fencing	
Bob Cat		Landscaping	
Back Hoe		Plumbing	
Excavator		Plumbing Fixture Install	
Sweeper		Janitorial	
		HVAC	
<b><i>Electrical</i></b>		Security	
Electrical (wiring)		General Labor	
Electrical (Connection)		Other 1	
Electrical (Fixture Install)		Other 2	
		Other 3	
<b><i>Concrete / Masonry</i></b>		Other 4	
Cement			
Steel Setter			
Business	# Of Years Experience	List any Other Field	# Of Years Experience
Administrative Assistant			
Accountant			
Architect			
Engineer			
Social Service			
File Clerk			
Legal Aid Assistant			
Receptionist			
Mail Clerks			
Clerical Assistant			
Customer Service Rep			
Project Assistant			

I. Please place an (X) by the area(s) in which you are interested in training.

<input type="checkbox"/>	Carpentry	<input type="checkbox"/>	Electrical	<input type="checkbox"/>	Painting
<input type="checkbox"/>	Carpet Installation	<input type="checkbox"/>	Cement / Masonry	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	Drywall	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	Plumbing
<input type="checkbox"/>	Tile Setting	<input type="checkbox"/>	Wood Flooring installation	<input type="checkbox"/>	Iron Work
<input type="checkbox"/>	Machine Operation	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	Appliance Installation
<input type="checkbox"/>	Bricklaying	<input type="checkbox"/>	Janitorial	<input type="checkbox"/>	General labor
<input type="checkbox"/>	Security	<input type="checkbox"/>	Window Installation	<input type="checkbox"/>	Door Installation
<input type="checkbox"/>	Fixtures Installation	<input type="checkbox"/>	Other	<input type="checkbox"/>	

<input type="checkbox"/>	HAZMAT	<input type="checkbox"/>	LIST OTHERS	<input type="checkbox"/>	
<input type="checkbox"/>	HAZWOPER	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Truck Driving	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	OSHA	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Pipe laying	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Green Construction	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

II. Comments


# Attachment Q Statement of Bidder's Qualifications



*Housing Authority of New Orleans*



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

**INVITATION FOR BIDS #23-912-17**

**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.

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

**OFFICERS, OWNERS, OR PARTNERS**

NAME	OFFICIAL CAPACITY

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME**

NAME	OFFICIAL CAPACITY

**BANK REFERENCE**

<b>BANK NAME:</b>	<b>ADDRESS:</b>
<b>CONTACT PERSON:</b>	<b>TELEPHONE NO.:</b>

**STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.)****QUALITY ASSURANCE**

	YES	NO
A. Has the Bidder has successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?		

**BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages if additional space is needed.**

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:

**The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.**

SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:
-------------------------	----------------------------	--------------

# Attachment R

# Corporate Resolution

(Bidder may use this form or their own  
corporate resolution)



*Housing Authority of New Orleans*

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)