



INVITATION FOR BIDS

FOR

REPLACE 3 GENERATORS AT GUSTE HIGH

RISE HOUSING COMMUNITY

IFB No. 24-912-18

SUBMISSION DATE: May 1, 2024

2:00 P.M. CST

PREPARED BY:

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

ISSUED: April 1, 2024

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***IFB INFORMATION AT A GLANCE**

[Table No. 2]

AGENCY CONTACT PERSON	Prentice Mackyeon, Sr. Procurement Specialist Telephone: (504) 670-3447 E-mail: pmackyeon@hano.org
HOW TO OBTAIN THE IFB DOCUMENTS AND ADDENDA ON HANO'S WEBSITE	<ol style="list-style-type: none"> 1. Access www.hano.org. 2. Click on the "Business" tab on the blue taskbar. 3. Click on "Active Solicitations" and go to the specific solicitation. 4. If you have any problems accessing the IFB documents, please contact Procurement at procurement@hano.org.
PRE-BID CONFERENCE/SITE VISIT	<p>Wednesday, April 10, 2024 at 10:30am (via Zoom; Meeting ID:843 4812 3868; Passcode:355391)</p> <p>A site visit can be arranged by contacting the Construction Manager, Peter Do 504-670-3266, email: pdo@hano.org.</p>
QUESTION SUBMITTAL DEADLINE	Wednesday, April 17, 2024, at Noon
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, submit proposed pricing, where provided for, within the IFB. 2. As instructed within Section 3.0 of the IFB document, deliver three (3) complete sets (one (1) original clearly marked or stamped "original" and two (2) copies) of the required submittals in a sealed envelope clearly marked with the words "BID Documents" to HANO's Procurement and Contracts Department (address below).
BID SUBMITAL RETURN & DEADLINE	<p>Wednesday, May 1, 2024, at 2:00pm</p> <p>Housing Authority of New Orleans Procurement and Contracts Department 4100 Touro Street, New 70122</p>

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

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

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

2.0 SCOPE OF WORK

The Housing Authority of New Orleans (HANO) is seeking licensed General Contractors to replace three (3) generators at the Guste High Rise Housing Community. The work will include selective demolition to remove the designated generators, installation of new generators, associated parts, and new fencing.

THE BASE BID

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

3.0 BID REQUIREMENTS.

3.1 BID SUBMITTALS

[Table No. 3]

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

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3.1.2	Form HUD 5369-A (8/93), <i>Certifications and Representations of Bidders, Construction Contract.</i> This Form is attached hereto as Attachment B to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. Attachment E (REQUIRED)
3.1.2.1	Form HUD SF-LLL Disclosure of Lobbying Activities. This Form is attached hereto as Attachment B-1 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.2.2	Form HUD-50071 Certification of Payments to Influence Federal Transactions This Form is attached hereto as Attachment B-2 to this IFB document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.2.3	Form HUD-50070 Certification for a Drug-Free Workplace This Form is attached hereto as Attachment B-3 to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. (REQUIRED)
3.1.3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted as a part of the bid submittal. (REQUIRED)
3.1.4	Equal Employment Opportunity/Supplier Diversity Policy & Statement. The bidder must submit a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). <u>This statement MUST be submitted on the Company's letterhead.</u> (REQUIRED)
3.1.5	Acknowledgement of Addenda. Please check HANO's website under "Business" and "Active Solicitations" to confirm that you have read and acknowledged in writing all addenda issued and submit your acknowledgment of each addendum on Attachment H. (REQUIRED)
3.1.6	Entry of Proposed Fees, Louisiana Uniform Public Work Bid Form This bidder must submit their proposed fees on this form. The total base bid is inclusive of all fees associated with this project. Attachment Q.
3.1.7	Certification of Contractor Non-Exclusion Attachment E
3.1.8	Subcontractor/Joint Venture Information. The bidder shall identify whether 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 for

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	any major subcontractors (10% or more) or from any joint venture. (If you do NOT plan to sub-contractor, include your statement on letter head and include in bid submittal)
3.1.10	Vendor Registration Form Attachment M
3.1.11	Bid Bond. All bids must be accompanied by a bid guarantee at the time of submission, which shall be in the form of a certified check, cashier's check, or bid bond for not more than five percent of the contract price of work to be done, as evidence of good faith of the bidder. (REQUIRED) Attachment G
3.1.12	Statement of Bidder's Qualifications. This form must be submitted as a contributor to determining whether the bidder is responsible. (REQUIRED) Attachment P
3.1.13	Corporate Resolution. This form or a similar form must be submitted authorizing the signature of the bidder on behalf of the business. (REQUIRED) Attachment L
3.1.14	Section 3 Preference Form Attachment (N) completed form required.

3.2 Entry of Proposed Fees.

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

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

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

[Table No. 4]

(1) IFB Section	(2) Designation:	(3) Unit Price	(4) Quantity	(8) Total Cost:
Appendix A & B	Lump Sum Cost for Replacement of Three Generators at Guste High Rise			
Total Base Bid				\$

3.3 Additional Information pertaining to the preceding listed Pricing Items.

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

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

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

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

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

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

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

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are

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

- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing from HANO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities — Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Procurement staff only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners pertaining to this IFB. Failure to abide by this requirement may cause the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to **Thelma Bowers, Contract Administrator, at procurement@hano.org**. Procurement will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). Bidders must provide written acknowledgement of addenda with their submissions.
- 3.6 Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 3.6.1** Within **2 CFR §200.321** it states:
- 3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.6.1.2 (a)** The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and

labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

3.6.2.2 Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

- 3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists.
- 3.6.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources.
- 3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- 3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourages participation by such firms.
- 3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
- 3.6.3.1.6** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

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

3.7 Pre-bid Conference. A pre-bid conference is scheduled for Wednesday, April 10, 2024 at 10:30am via Zoom (Meeting ID: 843 4812 3868; Passcode: 355391). A site visit can be arranged by contacting the Construction Manager, Peter Do at 504-670-3266, email: pdo@hano.org.

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

[Table No. 5]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Description
3.8.1	1.0		This IFB Document
3.8.2	2.0		“No-Bid” Response Form
3.8.3	3.0	A	Form of Bid
3.8.4	4.0	B	Profile of Firm Form

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3.8.5	5.0	C	Supplemental Conditions
3.8.6	6.0	D	Acknowledgement of Addenda
3.8.7	7.0	E	Certification of non-exclusion
3.8.8	8.0	F	E-Verification Affidavit (Only required to be submitted post-bid by the awarded bidder)
3.8.9	9.0	G	Sample Bid Bond
3.8.10	10.0	H	Performance and Payment Bond Sample Form (Only required post-bid by the awarded bidder)
3.8.11	11.0	I	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders</i>
3.8.12	12.0	I-1	Form SF-LLL <i>Disclosure of Lobbying Activities</i> HUD-5370 (01/2014), <i>General Conditions for Construction Contracts</i>
3.8.13	13.0	I-2	Form HUD-50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i>
3.8.14	14.0	I-3	Form HUD-50070 (01/14), <i>Certification for a Drug-Free Workplace</i> Entry of Proposed Fees, <i>Louisiana Uniform Public Work Bid Form</i>
3.8.15	15.0	J	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts Public and Indian Housing</i> Certification of Contractor Non-Exclusion
3.8.16	16.0	K	Non-Collusive
3.8.17	17.0	L	Corporate Resolution
3.8.18	18.0	M	Vendor Registration Form
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3.8.20	20.0	O	Davis Bacon Wage Rates
3.8.21	21.0	P	Statement of Bidder's Qualifications
3.8.23	23.0	Q	Entry of Proposed Fees

3.9 BID RESULTS.

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

3.9.1.2 Which bidder received the award.

3.9.1.3 Where each bidder placed in the process as a result of the evaluation

of the bids received.

3.9.1.4 The cost or financial offers received from each bidder.

3.9.1.5 Each bidder's right to a debriefing and to protest.

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

4.0 CONTRACT AWARD.

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

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

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

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

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

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

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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 because of the proposed contract as determined by HANO.
- 4.3 Time of Completion.** The Contractor shall commence work under this contract at the time stipulated in the written “Notice to Proceed” (NTP) issued by the local authority. The Contractor shall complete the work in **365 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

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least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);**Automobile Insurance.** An original certificate showing the bidder’s automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

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

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

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

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

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Appendix A

Summary and Scope of Work Specifications



PROJECT MANUAL
FOR
REMOVE & REPLACE GENERATORS

AT
GUSTE HIGH-RISE
1301 Simon Bolivar Ave
New Orleans, Louisiana 70113

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

Evette Hester - Executive Director

IFB # XX-XXX-XX-XX
ECM Project No. 22462.04



Prepared by:

ECM Consultants, Inc.

Engineers • Architects • Construction Managers
1301 Clearview Pkwy, Suite 200, Metairie, Louisiana 70001
Telephone (504) 885-4080 Email: mail@ecmconsultants.com Fax (504) 885-1439

February 16, 2024

SET NO. _____

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260533 – RACEWAYS.....	5 pages
260534 – ELECTRICAL BOXES & FITTINGS.....	3 pages
262416 – PANEL BOARDS.....	5 pages
262819 – DISCONNECT SWITCHES.....	2 pages
262826 – AUTOMATIC TRANSFER SWITCH.....	15 pages
263213 – NATURAL GAS GENERATOR SETS.....	13 pages
270526 – GROUNDING.....	3 pages

DIVISION

1

GENERAL
REQUIREMENTS

SECTION 010100

SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

THE BASE BID

- A. Selective demolition to remove the designated generators.
- B. Selective demolition to remove the designated fencing.
- C. Installation of new generators and associated part designated in the documents.
- D. Installation of new fencing where designated.

1.3 GENERAL

- A. The Contractor shall furnish all labor, materials, equipment tools, service, and incidentals to complete all work required by these specifications and as shown on the drawings and as directed by the engineer/architect.
- B. The Contractor shall perform the work and make ready for use of the building. If any damages to existing equipment or the building are made during construction, contractor will rectify at his own cost.
- C. Furnish and install all materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specially indicated in the Contract documents or not.
- D. Protect all existing building components and contents from damage. It is intended that any existing building components and contents in place shall be repaired to original condition if damaged by work of this Contract.
- E. Contractor shall verify all field and project conditions prior to preparing his bid. Any conditions not described in these drawings and specifications shall be brought to the attention of the A/E ten (10) days prior to bid date. Failure to do so shall render the contractor responsible for correction of this condition should he be awarded the contract.

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

1.4 WORK SEQUENCE

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

1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract documents, and the Owner.
- B. Do not unreasonably encounter the site with materials or equipment. Assume full responsibility for protection and

safekeeping of products stored on premises. Move stored products which interfere with operation of Owner.

- C. Do not load structures with weight that will endanger the structure.
- D. Use of site – Limit use of site for work and storage. Coordinate parking areas, materials delivery, and storage areas at site with Architect, HANO and Property Manager of Lafitte Senior.
- E. In no case shall the work interfere with existing streets, drives, walks, passageways, pedestrian traffic, and the like. Comply with provisions of the contract and regulatory of the contract and regulatory ordinances.
- F. Contractor shall at all times conduct his operations to ensure the least inconvenience to the general public.

1.6 CONSTRUCTION AREAS

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

END OF SECTION

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

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

1.3 DESCRIPTION

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

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

1.4 SUBMITTALS

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

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

PART 2 - PRODUCTS

2.1 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

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

3.3 PERFORMANCE

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

END OF SECTION

SECTION 013050

SUBMITTALS

PART 1 – GENERAL

1.1 GENERAL:

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

1.2 DESCRIPTION OF WORK:

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

1.3 SUBMITTAL PROCEDURES:

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

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

1.4 SUBMITTAL SCHEDULE:

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

1.5 STAFF NAMES:

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

1.6 LIST OF SUBCONTRACTORS:

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

1.7 SHOP DRAWINGS:

A. General:

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

B. Shop Drawings:

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

C. Sheet Size:

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

1.8 SAMPLES:

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

1.9 DELIVERABLES OF SUBMITTALS:

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

PART 2 – PRODUCTS

Not applicable

PART 3 – EXECUTION

Not applicable

SEE SAMPLE SUBMITTAL DATA SHEET NEXT
PAGE

END OF SECTION

SUBMITTAL DATA

SUBMITTAL DATE:

NAME OF PROJECT:

OWNER:

ARCHITECT:

CONTRACTOR:

SUBCONTRACTOR:

SUPPLIER/ MANUFACTURER:

SPECIFICATION DIVISION NO.:

SPECIFICATION PARAGRAPH NO.:

DRAWING REFERENCE:

CONTRACTOR'S APPROVAL STAMP:

SECTION 013150

PROGRESS SCHEDULES

PART 1 – GENERAL

1.1 GENERAL:

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

1.2 DESCRIPTION OF WORK:

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

1.3 RELATED WORK:

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

1.4 QUALITY ASSURANCE:

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

1.5 PROGRESS SCHEDULE:

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

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

2. Bar Chart Schedule:

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

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

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

A. Phasing:

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

B. Format:

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

C. Schedule Updating:

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

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

SECTION 017000

PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

A. Work Included in This Section:

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

1.2 RELATED WORK:

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

1.3 SUBSTANTIAL COMPLETION:

A. General:

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

B. Forms:

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

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

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

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

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

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

E. Re-inspection Procedure:

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

1.4 FINAL ACCEPTANCE:

- A. At the completion of the Project prior to receiving final payment, the General Contractor shall furnish the Owner, through the Architect, properly signed and notarized waivers of lien from all subcontractors employed and material suppliers furnishing materials for the Project. Such waivers shall be submitted before final payment will be certified by the Architect to the Owner (AIA G706A). Also, at the completion of the contract, the General Contractor shall provide documentation for the signature of the Owner and General Contractor signifying the completion of the contractual obligation and the cancellation of the contract. This documentation shall be filed by the Contractor with the Recorder of Mortgages and proof of contract cancellation provided to the Owner. Upon completion of these items, final payment shall be due to the General Contractor.
- B. Preliminary Procedures:
 1. Before requesting final inspection for final payment, complete the following (list exceptions in the request):
 - a. Submit a copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance (by initialing each individual item), and the list has been endorsed and dated by the Architect
 - b. Submit record drawings, maintenance manuals, final project photographs, and similar final record information
 - c. Submit Consent of Surety to Final Payment (AIA G707)
 - d. Submit evidence of final, continuing insurance coverage complying with insurance requirements

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

1.5 **RECORD DOCUMENT SUBMITTALS:**

A. General:

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

B. Record Drawings:

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

C. Record Specifications:

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

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

D. Shop Drawings:

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

E. Miscellaneous Record Submittals:

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

F. Electronic Record Documents:

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

1.6 MAINTENANCE MANUAL AND INSTRUCTIONS:

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

nearest sales and service organization for each item.

C. General:

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

D. Binders:

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

E. Drawings:

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

F. Protective Plastic Jackets:

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

G. Text Material:

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

H. Title Page:

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

I. Table of Contents:

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

J. General Information:

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

K. Product Data:

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

L. Written Text:

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

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

M. Warranties, Bonds and Service Contracts:

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

1.7 INSTRUCTIONS:

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

B. Operating and Maintenance Instructions:

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

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

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

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

C. Maintenance Procedures:

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

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

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

**END OF
SECTION**

DIVISION

26

TECHNICAL
SPECIFICATIONS

SECTION 260503 - ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE

- A. These specifications are intended to provide for labor, materials, equipment, and services and for performing all operations required for the complete electrical system as specified herein, shown on the accompanying drawings, or discovered during the construction process.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of all sections of Division 26.

1.3 DESCRIPTION OF WORK

- A. Summary: Electrical work includes, but is not limited to the following
- B. General Work: General work associated with electrical systems and equipment including but not limited to excavating, backfilling, concrete equipment bases, concrete duct encasements, temporary power and lighting service and equipment for construction, conduit sleeves and supports, anchors, vibration and sound isolation, access panels, identification, record drawings, installation permits, tests, inspections by governing authorities, cutting-and-patching work, utility companies connections coordination, start-up of electrical systems and equipment, training of Owner's operating personnel, operating and maintenance manuals, final cleaning of electrical and similar work.
- C. Furnish and install a temporary construction service of correct voltage and capacity for all construction power and lighting requirements. Arrange with Entergy for connection. Pay all associated fees, and obtain all necessary permits.

1.4 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall conform in all respects to the requirements set forth in these specifications and the accompanying drawings. The Electrical Contractor shall furnish the items as specified or an approved equal.
- B. Except as otherwise specified, materials and equipment shall be new and bear the approval label of the Underwriters' Laboratories, Incorporated and all other standards specified herein.

1.5 PHASED CONSTRUCTION; SEQUENCING

- A. Refer to Division-1 provisions for determination of how construction phasing and sequencing requirements may affect performance of electrical work.

1.6 ALTERNATES

- A. There may be certain alternates involved in the construction. The Contractor is cautioned to be aware of and to provide appropriate adjustments for all alternates described in the specifications or on the drawings.

1.7 PERMITS, INSPECTIONS AND FEES

- A. Obtain all necessary permits and work orders required and pay for all fees for such permits. Upon completion, a certificate of approval from the appropriate regulatory agency shall be

furnished to the architect. All fees for services to be paid for by the Electrical Contractor. Include all such fees in bid.

1.8 WARRANTY

- A. The Electrical Contractor shall guarantee the work installed by him for one year from the date of final acceptance of the project and shall furnish free of cost to the Owner materials and labor necessary to repair or replace defective items of workmanship. The Electrical Contractor shall guarantee all equipment to be of the quality and capacity specified.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All electrical products on this project shall conform, unless otherwise specifically noted, to applicable standards of the National Electrical Manufacturer's Association and shall be listed by the Underwriter's Laboratories, Inc.
- B. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name or type, or catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Except where noted, it is implied that "or approved equal" follows all specified items.
- C. All materials shall be in accordance with associated specifications and drawings. Where equipment is specified by manufacturer, no substitutions shall be made without prior approval by the Architect/Engineer.
- D. Any bills of materials, conduit, and wire schedules, etc., will be used for identification, type, and reference. It shall be the responsibility of the Contractor to determine exact quantities and components required to affect a complete job in accordance with drawings and associated specifications.
- E. Equipment shall be installed in strict accordance with manufacturer's instructions. Contractor shall obtain these instructions and they shall be considered a part of these specifications. Contractor shall furnish instructions, operation, and maintenance instructions.

2.2 MATERIALS AND EQUIPMENT HANDLING

- A. The Electrical contractor shall be responsible for receiving, unloading, storing, protecting from weather, theft, breakage, etc., all electrical equipment, and material either purchases by the Contractor or furnished by others. The Contractor shall remove such material from storage and transport it to the site of erection when required for construction. The Contractor shall protect his own tools and any tools on loan from the Owner in a like manner. Also, the Contractor shall protect all equipment from accidental damage due to operating and maintenance activities that will be in progress in the same area.

PART 3- EXECUTION

3.1 REGULATORY COMPLIANCE

- A. All applicable sections of the NFPA (latest edition) including the NEC, ADA (Americans with Disabilities Act) latest edition, and all state and/or local codes or ordinances shall apply as

minimum standards.

3.2 WORKMANSHIP

- A. All workmanship shall be of the highest quality. Any work judged substandard by the architect shall be redone at the Contractors expense.

END OF SECTION 26 05 03

SECTION 260507 - ELECTRICAL COORDINATION

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Shop Drawings: As soon as practicable after the contract is let, in order that work under this contract will not be delayed, submit to the Architect, for review, complete descriptive and dimensional data on those items specified in sections that follow.
- B. Shop drawings shall be furnished for the following items as a minimum:
 - 1.
 - 2. Safety and/or Disconnect Switches
 - 3. Fuses
 - 4. Grounding Equipment
 - 5. Raceways and Fittings
 - 6. Boxes
 - 7. Wiring/Cables
 - 8. Panelboards
- C. Corrections or comments made on shop drawings during the review do not relieve this Contractor from compliance with requirements of the contract documents, plans and specifications. Shop drawings will be checked for general conformance with the design concept of the project and general compliance with information given in the contract documents. Review of the shop drawings shall not relieve the Contractor from responsibility for confirming and correlating all quantities and dimensions, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Review of shop drawings shall not permit any deviation from plans and specifications.
- D. Submit shop drawings electronically.

1.2 EQUIPMENT MANUALS

- A. Furnish three bound sets of descriptive, dimensional and parts data on:
 - 1. Panelboards
 - 2. Wiring/Cables
 - 3. Safety/Disconnect Switches
 - 4. Fuses

1.3 DELIVERY, STORAGE AND HANDLING

- A. Storage Coordination: It is recognized that space at project for storage of materials and products is limited. Coordinate deliveries of electrical materials and products with scheduling and sequencing of work so that storage requirements at project are minimized. In general, do not deliver individual items of electrical equipment to project substantially ahead of time of installation.

1.4 PROTECTION OF APPARATUS

- A. At all times take precautions necessary to properly protect electrical equipment from damage. Failure to comply with the above to the Architect's satisfaction shall be sufficient cause for the rejection of the particular piece of apparatus in question.

PART 2 - PRODUCTS

2.1 ELECTRICAL PRODUCT COORDINATION

- A. **Power Characteristics:** For all items requiring power provided in sections of Division 2 through 15, the Contractor is to verify all electrical requirements, including voltages, ratings, and any other electrical characteristics with actual equipment to be furnished and adjust work as required to provide proper electrical service to the particular item at no extra cost to owner. Notify the Architect before starting work if changes from the work shown on the drawings will be necessary.
- B. **Coordination of Options and Substitutions:** Where contract documents permit selection from several product options, do not proceed with purchasing until coordination of interface requirements has been checked and satisfactorily established.
- C. **Raceways, Wiring, Safety/Disconnect Switches, etc. for Equipment by Others:** Electrical service required for all equipment furnished under Division 23 (Mechanical), 26 (Electrical), or other Divisions of this Specification shall be furnished and connected as part of this work. It is part of the work of this Division to obtain correct roughing-in dimensions and requirements for this equipment and provide labor, materials, equipment, and services for a complete installation.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION

- A. **Substrate Examination:** Installer of each element of electrical work shall examine condition of substrate to receive work, and conditions under which work will be performed, and shall make notification of conditions detrimental to completion of work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- B. **Existing Facilities and Conditions:** The Electrical Contractor shall visit the building sites to determine existing conditions and will be held responsible for allowing for these conditions in his bid. This area of work may have existing storm drainage, mechanical and electrical utilities, etc. located underground [and within and under the buildings]. It is part of this work for the Electrical Contractor to determine the scope and location of all existing utilities and the scope and location of all new utilities to be installed concurrent with this project and arrange his work around others. Damages to existing utilities by the contractor shall be corrected by him at no additional compensation. Contractor shall call 1-800-272-3020 per Louisiana statutes.
- C. **Layout electrical work in conformity with contract drawings, coordination drawings and other shop drawings, product data and similar requirements, so that entire mechanical/electrical plant will perform as an integrated system, properly interfaced with other work.**
- D. **Large and Heavy Equipment:** Where possible, prearrange for movement and positioning of large equipment into building structure, so that enclosing walls and roofs will neither be delayed nor need to be removed. Otherwise, make notice of opening requirements to be maintained for subsequent entry of large equipment units.

3.2 CUTTING AND PATCHING

- A. **Structural Limitations:** Do not cut structural framing, walls, floors, decks and other members which are load bearing except with Architect's written authorization. Authorization will be granted only where there is no other reasonable method for completing electrical work, and where proposed cutting clearly does not materially weaken the structure.

- B. Other Work: Do not endanger or damage other work through procedures and processes of cutting to accommodate electrical work. Review proposed cutting with Installers of the work to be cut, and comply with their recommendations to minimize damage. Where necessary, engage original Installer or other specialists to execute cutting in recommended manner.
- C. Patching: Where patching is required to restore other work, because of cutting or other damage occurring during installation of electrical work, execute patching in manner recommended by original Installer. (Original Installer, where patching of finishes existing prior to beginning of work, refers to those performing similar work in areas of new construction.) Restore other work in every respect, including elimination of visual defects in exposed finishes, as judged by Architect. Engage original Installer to complete patching of the following categories of work:
 - 1. Lawns, planting and unit-type paving (brick, etc.).
 - 2. Exposed concrete finishes.
 - 3. Exposed masonry and stonework.
 - 4. Exposed structural metal and ornamental metal.
 - 5. Architectural woodwork.
 - 6. Waterproofing and vapor barriers.
 - 7. Roofing, flashing, and accessories.
 - 8. Exterior wall systems.
 - 9. Sprayed-on insulation and fireproofing.
 - 10. Interior exposed finishes and casework, where judged by Architect to be difficult to achieve an acceptable match by other means.

3.3 COORDINATION OF ELECTRICAL INSTALLATION

- A. Sequence, coordinate, and integrate various elements of electrical work so that electrical system will perform as indicated and be in harmony with other work of building. Architect will not supervise coordination, which is exclusive responsibility of Contractor.
- B. Install raceways straight and true, aligned with other work, close to walls and overhead structure, concealed where possible in occupied spaces, and out-of-the-way with maximum passageway and headroom remaining in each space.
- C. Arrange work to facilitate maintenance and repair or replacement of equipment. Locate services requiring maintenance on wiring devices and similar units in front of services requiring less maintenance. Connect equipment for ease of disconnecting, with minimum of interference with other work. Locate operating and control equipment and devices for easy access. Maintain NEC code clearances around all electrical equipment.
- D. Install access panels where electrical work requiring access is concealed by finishes and similar work. Access panels utilized shall be approved by the Architect.
- E. Integrate electrical work in ceiling plenums, including lighting fixtures, with ceiling finish, suspension, ductwork, air diffusers and other work, so that required performances of each will be achieved.
- F. Where work is in close proximity to the work of other contractors, the Electrical Contractor shall review plans of other contractors and coordinate his work with theirs. The Electrical Contractor shall verify the location of lighting fixtures, beams, structural members, conduit, ductwork, pipes or other obstructions before beginning his work in the area. Notify the Architect where proper clearances do not occur or where the work of others would interfere with the safe and/or proper operation of this work. Give right-of-way in confined-service spaces to piping which must slope for drainage and to larger HVAC ductwork and similar services which are less conformable than electrical services.

3.4 MOUNTING HEIGHTS

- A. Unless otherwise noted on the drawings or required by the Architect, the following mounting heights shall apply. Heights are to center of device unless noted otherwise:

Motor Control Equipment	5'-0"
Panelboards	6'-6" to top (not more than 5'-6" from top most operating handling to floor.)

- B. Upon approval of the Architect, mounting heights may be adjusted without any additional cost.
- C. All mounting heights may be adjusted in the field to reduce visibility at outside and in certain inside areas. Coordinate heights of all equipment with screen walls, fencing, other equipment, etc., and with Architect before rough-in. This will include wall and rack mounted equipment inside or outside. Verify all mounting heights with Architect prior to rough-in.

3.5 EQUIPMENT LABELS

- A. Panelboards, safety switches, transformers, switchboard equipment cabinets, motor starters, contactors, and all other equipment shown on the drawings and furnished and/or installed under this section of the specifications shall be labeled with laminated plastic nameplates inscribed to identify equipment with description shown on the drawings for panels, the name of the equipment controlled for motor starters, or the system of function involved for other equipment. Nameplates shall be black with white etched letters, 1/4" minimum size lettering. Where equipment is part of the emergency system, nameplates shall be red with white etched letters.
- B. Other labeling shall be furnished and installed as described elsewhere in these specifications.

3.6 DRAWINGS

- A. Conform with arrangement indicated by contract documents, recognizing that portions of work are shown only in diagrammatic form.
- B. These specifications and accompanying drawings are intended to describe complete workable systems of the various types. Items of materials, work, or equipment not mentioned, but normally necessary for the proper execution of this work, shall be provided as if specifically called for.
- C. The drawings show approximate locations only of feeders, branch circuits, outlets, etc., except where specific routing or dimensions are indicated. The Architect reserves the right to make changes in locations indicated, before roughing-in, without additional cost to the Owner.
- D. Because of the small scale of the drawings, it is not possible to indicate all of the offsets, fittings, pull/junction boxes and accessories required. Investigate the structural and finish conditions and arrange work accordingly, furnishing fittings, bends, junction boxes, pull boxes, access panels, and accessories required to meet such conditions.
- E. Where coordination requirements conflict with individual system requirements, comply with the Architect's decision on resolution of conflict.

3.7 MECHANICAL WORK

- A. Coordinate electrical work with mechanical work (Division 23) for proper service to each item of equipment requiring electrical connection. Determine, with each mechanical equipment installer, the proper sequencing and location for disconnect switches and similar points of interface between mechanical and electrical work.
- B. Except as otherwise indicated, final power connections are electrical work.
- C. Power Wiring associated with DIVISION 23 - MECHANICAL shall be done as work of this Division. Except as may be hereinafter indicated, control wiring and associated raceway system will be done as work of DIVISION 23 - MECHANICAL.
- D. Work of other Divisions will include furnishing and setting motors, except that V-belt drive motors shall be set as work of this Division.
- E. Unless indicated otherwise, magnetic starters (including variable speed drives, etc.) will be furnished under other Divisions for installation under this Division.
- F. Overload elements in starters shall be selected according to actual motor nameplate full load current. Responsibility for this coordination shall lie with the Division under which the particular starter is furnished.
- G. Unless indicated otherwise, power disconnect switches and single speed manual starting switches shall be furnished and installed under this Division. Where combination magnetic starters are provided as work of another Division, the associated disconnect switch will be furnished as work of that Division. Fuses shall be furnished and installed under Division 26. Disconnect switches for control wiring will be furnished and installed under DIVISION 23 - MECHANICAL.
- H. Firestats for single phase fans will be furnished and set under DIVISION 23 - MECHANICAL, and electrically connected in the branch circuit wiring as work of this Division. Other control wiring, including temperature control wiring, high voltage interlocking, start-stop wiring, together with conduit for same, will be furnished and installed under DIVISION 23 - MECHANICAL; this includes, but is not limited to, thermostats, damper motors, aquastats, push buttons, selector switches, control power transformers, control panel, etc.
- I. Refer to DIVISION 23 - MECHANICAL, and to mechanical drawings for any additional electrical power work required.

3.8 UTILITY CONNECTIONS

- A. Coordinate connections of electrical systems with exterior power services. Comply with requirements of governing regulations, franchised service companies and controlling agencies. Pay any charges for installation of their facilities.
- B. Electrical services for this work will be supplied by the local utility company. Contact the utility company to schedule and arrange for their work to be done. Pay any utility company charges for the installation of their facilities, and make arrangements for final connection of the services. Electric service shall be installed, connected, and available for full use prior to completion or acceptance of the work.

3.9 SERVICE CONTINUITY

- A. At all times during the construction of the project, services (power, telephone, fire alarm, etc.) shall be maintained to all portions of the site except with prior written approval of interruptions.

Any required interruptions of services (power, telephone, fire alarm, etc.) due to work being performed under this contract shall be scheduled in advance after consultation with the Architect and the Owner.

- B. At least 14 days prior to the requirement of any interruption of services, the Contractor shall furnish to the Architect for approval a written plan for the work associated with the outage including a description of the installation and removal of temporary wiring and facilities necessary to be installed.

3.10 EQUIPMENT LAYOUT

- A. The physical location and arrangements of electrical equipment is shown on the plans and is to be used by the Electrical Contractor to review the Plans with the proposed equipment and equipment of other contractors that are affected, and to ensure that all Code required clearances, wiring distances and maintenance accesses, including equipment heights, of all items are maintained. Alternate arrangements to accomplish the above due to field conditions or changes in physical size of the equipment proposed for the project are to be submitted to the Architect for review before any work is begun or equipment ordered. The alternate arrangement is to be presented in a 1/4-inch scaled drawing showing all equipment, including those of other contractors. Include shop drawing cut sheets and applicable information. Indicate on the drawing by dimension all required Code clearances, wiring distances and maintenance access requirements. Where equipment heights are required to be coordinated with architectural or other items, indicate revised heights.

END OF SECTION 26 05 07

SECTION 260522 - WIRES AND CABLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of electrical wire and cable work is indicated by drawings and schedules and/or as required by project. All wires and cables exposed to flood waters shall be replaced with new (to match existing).
- B. Types of electrical wire, cable, and connectors specified in this section include the following:
 - 1. Copper conductors.
 - 2. Fixture wires.
- C. Applications of electrical wire, cable, and connectors required for project are as follows:
 - 1. For power distribution circuits.
 - 2. For equipment circuits.
 - 3. For motor-branch circuits.
 - 4. For alarm and communication system circuits

1.2 QUALITY ASSURANCE

- A. NEC Compliance: Comply with NEC requirements as applicable to construction, installation and color coding of electrical wires and cables.
- B. UL Compliance: Provide wiring/cabling and connector products which are UL listed and labeled.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.

PART 2 - PRODUCTS

2.1 WIRES, CABLES, AND CONNECTORS

- A. General: Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, for a complete installation, and for application indicated. Except as otherwise indicated, provide soft annealed copper conductors per ASTM B-3 with conductivity of not less than 98% at 20 degrees C (68 degrees F). Wires shall be of the single conductor type. Conductors used for lighting and power sizes 10 AWG and smaller shall be solid. Sizes 8 AWG and larger shall be stranded. Conductors used for control or signaling sizes 10 AWG and smaller may be stranded.
- B. Building Wires: Provide UL listed, factory-fabricated wires of sizes, ampacity ratings, and materials, for applications and services indicated. Wiring shall comply with project's installation requirements, NEC, ICEA and NEMA standards. Wiring shall be combination type THHN/THWN for dry and wet locations; max operating temperature 75 degrees C (167 degrees F) for wet locations and, for dry locations; Flame-retardant, moisture and heat resistant, thermoplastic insulation; Nylon jacket outer covering; Annealed copper conductor.
- C. Fixture Wires: Fixture wires shall be of a type listed in Table 402-3 of the NEC, and they shall

comply with all the requirements of that table.

- D. Connectors General: Provide UL type factory fabricated, metal connectors of sizes, ampacity ratings, materials, types, and classes for applications and for services indicated. Where not indicated, provide proper selection as determined by Installer to comply with project's installation requirements, NEC and NEMA standards.

PART 3 - EXECUTION

3.1 INSTALLATION OF WIRES AND CABLES

- A. General: Install electrical cables, wires and wiring connectors indicated, in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate wire/cable installation work including electrical raceway and equipment installation work, as necessary to properly interface installation of wires/cables with other work.
- C. Unless specifically noted otherwise, install all wiring in raceways.
- D. Pull conductors simultaneously where more than one is being installed in same raceway.
- E. Use pulling compound or lubricant, where necessary; compound used must not deteriorate conductor or insulation.
- F. Use pulling means, including fish tape, cable, rope and basket weave wire/cable grips which will not damage cables or raceway.
- G. Throughout the system, conductors shall be identified by color coding as follows:

<u>3Ø 480V System</u>	<u>3Ø 208 or (240 *) V System</u>	<u>1Ø 240V System</u>
Phase 1 – Brown	Phase 1 – Black	Line 1 – Black
Phase 2 – Orange	Phase 2 – Red	Line 2 – Red
Phase 3 – Yellow	Phase 3 – Blue	Neutral – White
Neutral – Gray	Neutral – White	

* Stinger shall be orange per N.E.C.

- H. Color coding shall be the same continuous color for each conductor for sizes No. 10 AWG and smaller.
- I. On sizes 8 AWG and larger, identification shall be by standard electrical color-coding tape at all termination junction, splice and pull locations.
- J. Surface printing at regular intervals shall indicate manufacturer, size, voltage, insulation type and UL label.
- K. White or gray colored insulation shall only be used for grounded (neutral) conductors.
- L. Green colored insulation shall only be used for equipment grounding conductors. Insulation for isolated equipment grounding conductors shall be green with yellow tracers.
- M. Unless noted otherwise, no wire shall be smaller than No. 12 for power or lighting service or for switch legs. Wire for each branch circuit shall be of a single size and type from the branch circuit

protective device to the last outlet on the circuit unless noted otherwise.

- N. Branch circuit home run numbers shown on the drawings shall be used as a guide for connection of circuit wiring to similarly numbered protective devices in branch circuit panelboards. Not more than three phase wires and one neutral shall be installed in any home run conduit unless otherwise specifically shown on the drawings.
- O. Where the length of a home run, from panel to first outlet, exceeds 75 feet for 120-volt circuit or 175 feet for 277-volt circuits, the conductor size shall be No. 10 AWG or that shown on the drawings, whichever is larger. Additional increases in wire sizes shall be made as required to avoid excessive voltage drops.
- P. All splices and terminations shall be insulated in an approved manner by an integral or separate cover or by taping to provide insulating value equal to that of the conductors being joined.
- Q. Feeders, motor circuit conductors, and main service entrance conductors shall run their entire length without joints or splices.
- R. Splices and joints in branch circuit wiring shall be made only at outlets or in accessible junction boxes. Joints and splices in branch circuit wiring shall be made with compression type solderless connectors or spring loaded, tapered, screw on type insulated units. Terminations or splices for conductors No. 6 AWG and larger shall utilize bolted or compression type connecting lugs. Compression type lugs shall be a factory supplied package made with a hydraulic type compression device approved by the lug manufacturer.
- S. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturers published torque tightening values. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std. 486A and B.
- T. Type THWN or THHN conductors may be connected directly to recessed fixtures only when the fixtures are equipped with factory approved and supplied outlet boxes listed by Underwriters Laboratories, Inc. for use with wire having insulation rated for maximum operating temperatures of 75 degrees C (167 degrees F); otherwise, for fixtures not rated for 75 degree C direct connection, use approved high temperature insulated conductors from the fixture to a separate outlet box placed at least one foot, but not more than four feet, from the fixture.
- U. An insulated equipment, grounding conductor (green insulation) shall be installed within the raceway with branch circuit and feeder conductors. Grounding conductor shall be sized in accordance with N.E.C. unless noted otherwise.
- V. Conductor sizes shall be increased as required to compensate for derating of conductor ampacities due to number of current carrying conductors in raceways and ambient temperatures. Raceway sizes shall be increased where conductor sizes are increased.

3.2 FIELD QUALITY CONTROL

- A. Prior to energization, test wires and cables for electrical continuity and for short circuits.
- B. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

END OF SECTION 26 05 22

SECTION 260533 - RACEWAYS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of raceways is as required by the equipment served, as indicated by drawings and schedules and/or as required by project.
- B. Types of raceways in this section include the following:
 - 1. Rigid metal conduit and fittings.
 - 2. Electrical metallic tubing and fittings.
 - 3. Flexible metal conduit and fittings.
 - 4. Liquid-tight flexible metal conduit and fittings.
 - 5. Non-metallic conduit and fittings.
 - 6. Metal surface raceway and accessories.

1.2 QUALITY ASSURANCE

- A. NEMA Compliance: Comply with applicable requirements of NEMA standards pertaining to raceways.
- B. UL Compliance and Labeling: Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.
- C. NEC Compliance: Comply with requirements as applicable to construction and installation of raceway systems.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated.
- B. Rigid Steel Conduit: Galvanized heavy wall, non-intermediate, FS WW-C-0581 and ANSI C80.1.
- C. Rigid Metal Conduit Fittings: FS W-F-408 and ANSI/NEMA FB1; threaded type.
- D. Electrical Metallic Tubing (EMT): FS WW-C-563 and ANSI C80.3.
- E. EMT Fittings: ANSI/NEMA FB1; steel or malleable iron, compression type.
- F. Flexible Metal Conduit: FS WW-C-566, Zinc-coated steel, listed as an assembly for grounding as per NEC 250-91B.
- G. Flexible Metal Conduit Fittings: FS W-F-406, Type 1, Class 1, and Style A; ANSI/NEMA FB1, listed as an assembly for grounding as per NEC 250-91B.
- H. Liquid-Tight Flexible Metal Conduit: Provide liquid-tight flexible metal conduit; constructed of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanize inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

- I. Rigid aluminum conduit may be used in lieu of rigid galv. Conduit outdoors above grade.
- J. Liquid-Tight Flexible Metal Conduit Fittings: FS W-F-406, Type 1, Class 3, Style G; ANSI/NEMA FB1.

2.2 NONMETALLIC RACEWAYS AND FITTINGS

- A. General: Provide nonmetallic conduit and fittings of types, sizes, and weights (wall thicknesses) for each service indicated.
- B. Non-Metallic Conduit: NEMA TC2, schedule 40 Polyvinyl chloride (PVC), 90 degrees C and U.L. listed except that for telephone and cable TV the non-metallic conduits may be equal to type EB, U.L. listed with concrete encasement and type DB U.L. listed where concrete encasement is indicated to be deleted.
- C. Non-Metallic Conduit Fittings & Conduit Bodies: ANSI/NEMA TC 3, solvent welded match to conduit type and material.

2.3 METAL SURFACE RACEWAY AND ACCESSORIES

- A. Where exposed wiring is required to be installed in metal surface raceways, the raceway shall be of the removable cover type with smooth surface sized as required for the wiring. Fittings and boxes compatible with the raceway and of the same manufacturer shall be used as required. All raceways shall be approved for use under NEC Article 352.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and complying with recognized industry practices.
- B. Coordinate with other work including concrete deck work, as necessary to interface installation of electrical raceways and components with other work.
- C. Level and square raceway runs, and install at proper elevations/heights.
- D. Route exposed raceways and raceways above accessible ceilings parallel and perpendicular to walls and adjacent piping.
- E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.
- F. Wherever possible, install horizontal raceway runs above water piping.
- G. Cut square and ream ends of all raceways. Cap open ends of raceways until conductors are installed. Install a #14-gauge fish wire in all empty raceways except telephone or communication system. Install a nylon pull string in telephone or communication system raceways.
- H. Raceways which must cross building expansion joints shall, where practicable, cross same in furred ceilings areas rather than in slabs or walls, arranged with sufficient flexibility to accommodate the building expansion. However, where such routing is not possible, expansion fittings as manufactured by OZ Electrical Manufacturing Company or approved equal shall be provided in each raceway in concrete or attached to the structure whenever the raceway crosses

an expansion joint in the concrete structure. Expansion fitting shall be installed on one side of the joint with its sliding sleeve end flush with the joint and with a length of bonding jumper in the expansion joint equal to at least three times the normal width of the joint. Each expansion fitting shall be zinc-coated steel and contain heavy factory installed packing and internal copper braid packing and shall be complete with UL approved bonding jumper.

- I. Where raceways penetrate fire-rated walls and floors, seal opening around conduit with UL listed caulk or foam silicone elastomer compound.
- J. Furnish and install pull boxes and wiring/cable supports as required for installation of wiring. Boxes shall be code gauge galvanized steel with screw attached access panels in top, side or bottom, as required. Boxes shall be NEMA type as required by box location.
- K. Upon completion of installation of raceways, inspect interiors of raceways; remove burrs, dirt, and construction debris.
- L. Packaged flexible conduit/wire systems ("BX" systems) are not allowed.
- M. Where they enter boxes or cabinets that do not have threaded hubs, conduits shall be secured in place with galvanized locknuts inside and outside the cabinet and shall have bushings inside. All raceways ends, including those for empty conduit, are to have bushings.
- N. All raceways shall be installed concealed or as indicated or scheduled on the drawings and shall be of sufficient size to accommodate the required number of insulated conductors including insulated equipment grounding conductors.
- O. Raceways runs shall be straight; elbows and bends shall be uniform, symmetrical and free from dents or flattening.
- P. Conduits shall be located to avoid any conflicts with ceiling inserts shown on the Architectural drawings. Such inserts shall not be used for suspension of conduit installed by the Electrical Contractor. Additional inserts shall be provided by the Electrical Contractor as required for installation of conduit as specified herein.
- Q. Conduit shall be run no closer than six inches to covering of hot water, steam or process piping except where crossings are unavoidable. Conduit shall be kept at least 1 inch from covering of pipe crossed. Where several conduits (concealed and/or exposed) are run parallel to each other, they shall be grouped together on galvanized strut, with suitable clamps, which shall be attached to the wall or hung from the roof or structural ceiling. Where exposed conduit is indicated, the conduit shall be installed parallel with or at right angles to the building walls and/or ceiling (roof) and shall be supported adequately by pipe straps or other approved devices. Where a single conduit is run exposed in a damp and/or wet location, Mineralac straps of the type which permit a 1/4" air space between the conduit and the wall should be used. All raceway fasteners shall be approved for the purpose (tie wire shall not be used).
- R. Conduit shall be held securely in place by hangers and fasteners of appropriate design and dimensions for the particular application. Support shall be such that no strain will be transmitted to outlet box and pull box supports. Wire shall not be used for the support of any conduit. Conduit shall not be supported by or attached to ductwork unless specifically allowed otherwise.
- S. Where flexible conduit is called for, only steel flexible conduit and fittings that are specifically listed as an assembly for grounding shall be allowed as per NEC 250-91B. For lighting fixture wiring, do not loop from fixture to fixture with flexible conduit. All flexible conduit must have a separate grounding conductor run the entire length of the circuit. This shall include all lighting, power and receptacle circuits unless otherwise noted.

- T. Where exposed wiring is required to be installed in metal surface raceways, the metal surface raceways shall be installed parallel with or at right angles to the building walls. The raceway shall be adequately supported by the appropriate clips of the same manufacturer. All exposed parts to the raceway system shall be painted to match the existing and/or surface to which it is installed. The raceway system shall be installed flat against ceilings and walls in a neat manner.

3.2 RACEWAY INSTALLATION SCHEDULE

- A. Underground Installations: Use rigid steel conduit or PVC conduit. Conduit rising from horizontal underground or in slab runs shall have rigid steel conduit risers, ells and bends. All underground conduit runs shall be buried minimum 24" below grade. Long radius elbows for utility connections may be concrete encased PVC.
- B. In Slab: PVC conduit maximum size 3/4" in concrete slabs shall be located so as not to affect the structural strength of the slabs. Conduit in general shall be located in the center 1/3 thickness of concrete slabs and when installed in slabs poured on grade or fill shall have at least one inch of concrete between conduit and plastic or other waterproof membrane; conduit shall not be installed under the plastic or other waterproof membrane unless it is to be installed in fill beneath slab in which case the installation shall meet the requirements indicated herein. The maximum size of conduit that may be run in a slab shall be as directed by the Architect. Conduit larger than 3/4", if permitted in reinforced concrete slabs, shall be parallel with or at right angles to the main reinforcement; when at right angles to the reinforcement, the conduit shall be close to one of the supports of the slab.
- C. Outdoor Locations, Above Grade: Rigid steel or aluminum conduit.
- D. Wet & Damp Interior Locations: Rigid steel or aluminum conduit.
- E. Exposed or concealed interior dry locations: EMT
- F. Use flexible metal conduit for final connections to motors, dry type transformers, and for other electrical equipment subject to movement or vibration - 36" maximum length each connection.
- G. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment (36" maximum length) where subject to movement and vibration and also where subject to one or more of the following conditions:
 - 1. Exterior location.
 - 2. Moist or humid atmosphere where condensate can be expected to accumulate.
 - 3. Subjected to water spray.
 - 4. Subjected to dripping oil, grease, or water.
 - 5. Mechanical Equipment Room containing chillers or pumps.

3.3 UNDERGROUND DUCT BANKS

- A. Install top of duct bank minimum 24 inches below finished grade for 600V and below wiring systems unless noted otherwise and install top of duct bank minimum 36" inches below finished grade for over 600V wiring systems unless noted otherwise. Terminate conduit in end bell at manhole entries.
- B. Use suitable separators and chairs installed not greater than 4 feet on centers. Separators shall space conduit as per NEC, Appendix B and Figure B-310-2 unless noted otherwise. Band conduit together with suitable banding devices. Securely anchor conduit to prevent movement during concrete placement.

- C. Provide minimum 4 inch (75 mm) concrete cover at bottom, top, and sides of duct bank unless noted otherwise.

END OF SECTION 25 05 33

SECTION 260534 - ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of electrical box and associated fitting work is indicated by drawings and/or as required by project.
- B. Types of electrical boxes and fittings specified in this section include the following:
 - 1. Outlet boxes.
 - 2. Junction boxes.
 - 3. Pull boxes.
 - 4. Floor boxes.
 - 5. Bushings.
 - 6. Locknuts.
 - 7. Knockout closures.

1.2 QUALITY ASSURANCE

- A. NEC Compliance: Comply with NEC as applicable to construction and installation of electrical wiring boxes and fittings.
- B. UL Compliance: Comply with applicable requirements of UL 50, UL 514-Series, and UL 886 pertaining to electrical boxes and fittings. Provide electrical boxes and fittings which are UL listed and labeled.
- C. NEMA Compliance: Comply with applicable requirements of NEMA Standards. /Pub No.'s OS1, OS2 and Pub 250 pertaining to outlet and device boxes, covers and box supports.

1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions and compliance with the specifications on outlet boxes, pull boxes and floor boxes.

PART 2 - PRODUCTS

2.1 FABRICATED MATERIALS

- A. Outlet Boxes (concealed conduit): Provide galvanized coated flat rolled sheet-steel outlet wiring boxes, of shapes, cubic inch capacities, and sizes, including box depths as required by particular application, suitable for installation at respective locations. Construct outlet boxes with mounting holes, and with conduit size knockout openings in bottom and sides. Provide boxes with threaded screw holes, with corrosion-resistant cover and grounding screws for fastening surface and device type box covers, and for equipment type grounding.
- B. Outlet Box Accessories: Provide outlet box accessories as required for each installation, including box supports, mounting ears and brackets, wallboard hangers, box extension rings, fixture studs and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used to fulfill installation requirements for individual wiring situations.
- C. Device Boxes (concealed conduit): Provide galvanized coated flat rolled sheet-steel non-gangable device boxes, of shapes, cubic inch capacities, and sizes suitable for installation at respective locations. Device boxes for switches, receptacles, telephone, computer, and

communications shall be not less than 4" square and 1-1/2" deep with box extension ring as required by number of devices served. Construct device boxes for flush mounting with mounting holes, and with conduit size knockout openings in bottom and ends, and with threaded screw holes in end plates for fastening devices. Provide corrosion resistant screws for equipment type grounding.

- D. Device Box Accessories: Provide device box accessories as required for each installation, including mounting brackets, device box extensions, switch box supports, plaster ears, and plaster board expandable grip fasteners, which are compatible with device boxes being utilized to fulfill installation requirements for individual wiring situations.
- E. Outlet and Device Boxes (exposed conduit): Provide corrosion resistant cast metal raintight outlet and wiring device boxes, of types, shapes and sizes required for each application, including depth of boxes, with threaded conduit holes for fastening electrical conduit, and cast metal face plates. Where weatherproof devices are indicated, provide hinged watertight caps suitably configured for each application, including face plate gaskets and corrosion resistant plugs and fasteners. Covers to be in W.P.inuse type.
- F. Junction and Pull Boxes: Provide galvanized code-gage sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes, to suit each respective location and installation.
- G. Floor Boxes: Provide cast iron adjustable floor boxes where indicated, with threaded conduit-entrance ends, and vertical adjusting rings, gaskets, brass floor plates with flush screw-on covers with ground flange and stainless-steel cover screws.
- H. Bushings, Knockout Closures, and Locknuts: Provide corrosion resistant box knockout closures, conduit locknuts and malleable iron conduit bushings with insulated throat, offset connectors, of types and sizes, to suit respective installation requirements and applications.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

- A. General: Install electrical boxes and fittings as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- C. Provide weathertight outlet boxes for interior and exterior locations exposed to weather or moisture.
- D. Provide knockout closures to cap unused knockout holes where blanks have been removed.
- E. Install electrical boxes in those locations required to ensure ready accessibility to enclosed electrical wiring.
- F. Avoid installing boxes back-to-back in walls. Provide not less than 12" separation. (24" minimum separation in rated walls)
- G. Position recessed outlet boxes accurately to allow for surface finish thickness.
- H. Set floor boxes level and flush with finish flooring material.

- I. Fasten electrical boxes firmly and rigidly to substrates, or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry.
- J. In walls or ceilings of concrete, tile, or other noncombustible material, boxes and fittings shall be so installed that the front edge of the box or fitting will not set back of the finished surface more than 1/4". In walls or ceilings constructed of wood or other combustible material, outlet boxes and fittings shall be set flush with the finished surface. If a fixture canopy or pan is used as an outlet box cover, any combustible wall or ceiling finish between the edge of the canopy and the outlet box shall be covered with noncombustible material.

3.2 GROUNDING

- A. Upon completion of installation work, properly ground electrical boxes and demonstrate compliance with requirements.

END OF SECTION 26 05 34

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide new panelboards as indicated on the drawings and as per attachment.

1.2 QUALITY ASSURANCE

- A. NEC Compliance: Comply with NEC as applicable to installation of panelboards, cabinets, and cutout boxes. Comply with NEC requirements pertaining to installation of wiring and equipment in hazardous locations.
- B. UL Compliance: Comply with applicable UL requirements pertaining to panelboards, accessories, and enclosures. Provide units which are UL listed and labeled.
- C. Special Use Markings: Provide panelboards constructed for special use, with appropriate UL marks which indicates that special type of use/application. Panelboards used as service entrance equipment shall be provided with UL markings indicating "Suitable for use as service entrance equipment."
- D. NEMA Compliance: Comply with all applicable NEMA Standards for panelboards.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on panelboards to verify compliance with all requirements of the drawings and this specification.

1.4 EQUIPMENT LOCKS

- A. All panelboards, cabinets, and other electrical equipment having doors with locks, shall be keyed alike.

PART 2 - PRODUCTS

2.1 PANELBOARDS

- A. General: Except as otherwise indicated, provide panelboards, enclosures and ancillary components, of types, sizes, and ratings indicated as per attachment, which comply with manufacturer's standard materials, design and construction in accordance with published product information; equip with proper number of unit panelboard devices as required for complete installation. Where types, sizes or ratings are not indicated, comply with NEC, UL and established industry standards for those applications indicated.
- B. Distribution, Lighting and Appliance Panelboards: Provide dead-front safety constructed factory assembled circuit breaker type panelboards in sizes and ratings as indicated. Construct with plated rectangular shaped copper bus bars which are securely mounted and braced, and with lugs bolted to main bus bars. Provide anti-turn solderless pressure type lug connectors approved for copper conductors, for connecting feeders. Provide equip with full-sized neutral bus bar with suitable lugs for circuits requiring neutral connection. Provide main and branch circuit breakers. Breakers shall be molded case bolt-in type, heavy-duty, quick-make, quick-break, with toggle handles that indicate when tripped. Where multiple breakers are indicated, provide with common trip so that overload on one pole will trip all poles simultaneously. Provide suitable lugs on neutral bus for each outgoing feeder required; provide bare uninsulated grounding bars suitable

for bolting to enclosures with suitable lugs for incoming and outgoing equipment grounding conductors. Load center type panelboards are not acceptable.

- C. Panelboard Enclosures: Provide galvanized sheet steel cabinet type enclosures, in sizes and NEMA types as indicated, code-gage, minimum 16-gage thickness, minimum 20" wide. Construct with multiple knockouts and wiring gutters. Provide fronts with adjustable trim clamps, and doors with flush locks and keys, all panelboard enclosures keyed alike, with concealed piano door hinges. Equip with interior circuit-directory frame, and card with clear plastic covering. Provide baked gray enamel finish over a rust inhibitor coating. Design enclosures for recessed or surface mounting as noted on the drawings. Provide enclosures which are fabricated by same manufacturer as panelboards, which mate properly with panelboards to be enclosed.
- D. Panelboard Accessories: Provide panelboard accessories and devices including, but not necessarily limited to circuit breakers as recommended by panelboard manufacturer for ratings and applications indicated.
- E. Panelboards shall be as shown in the following schedule, or approved equal, and shall be completely factory assembled. Do not purchase panelboards or cabinets until shop drawings have been approved.

Branch Circuit Panelboards (lighting and appliance 120/208 Volt Operation and/or 120/240 Volt Operation)

- General Electric AQ Series
- Square D NQOD Series
- Eaton
- Siemens S1/S3 Series
- Or approved equal

Branch Circuit Panelboards (lighting and appliance 277/480 Volt Operation)

- General Electric AE Series
- Square D NF Series
- Eaton
- Siemens S2/S3 Series
- Or approved equal

Distribution Panelboards (600 Amp Mains & Larger)

- General Electric CCB Series
- Square D I-Line HC Series
- Eaton
- Siemens S4/S5 Series
- Or approved equal

- F. Where a specific interrupting rating is shown on the drawings, panelboards and associated circuit breakers shall be rated for that value as a minimum. Combination UL listed series ratings may not be utilized for downstream units of series connected circuit breakers. Circuit breakers with non UL listed ratings are not acceptable.
- G. For multiple section panelboards, route the grounding conductor full size from ground buss to ground buss. Metal to metal cabinet grounding is not solely sufficient. The bus rating shall be continuous through each section, not tapered or diminished in size or rating. Cable from one section to another shall be full capacity and not reduced.

2.2 CIRCUIT BREAKERS

- A. Each circuit breaker shall have continuous current rating visible without removing an enclosure cover, and the rating shall be engraved. This may be accomplished by installation of a phenolic label (black with white cut letters) adjacent to the circuit breaker. All circuit breakers shall be suitable for use with 75-degree C conductors. Where circuit breakers are used to supply HVAC equipment having motor group combinations, type HACR circuit breakers shall be used. Circuit breakers installed in existing panelboards or switchboards shall be of the proper type to be installed therein, shall include bussing kits/alterations as required, and shall have an interrupting capacity of not less than that of the existing circuit breakers. Where circuit breakers are not available to fit existing panelboard, panelboard shall be removed and replaced with new.
- B. Unless indicated otherwise, circuit breaker spaces and spare circuit breakers shall be divided equally between sections of multi-section panelboards.
- C. Where ground-fault protections is provided for 3-pole circuit breakers performance testing of the ground fault protections system shall be provided after installation. Written documentation for this test shall be provided to the Architect/Engineer.
- D. Where a circuit breaker with adjustable long time trip (where cover over adjustment is not lockable per NEC 240-6 exception) is used, conductor size for the protected feeder shall be increased by the Contractor to match maximum long time setting of the circuit breaker.

PART 3 - EXECUTION

3.1 INSTALLATION OF PANELBOARDS

- A. General: Install panelboards and enclosures as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC standards and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Coordinate installation of panelboards, and enclosures with cable and raceway installation work.
- C. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std. 486A.
- D. Anchor enclosures firmly to walls and structural surfaces, ensuring that they are permanently and mechanically secure.
- E. Provide properly wired electrical connections within enclosures.
- F. Fill out panelboard's circuit directory card upon completion of installation work. Type text, handwriting is not acceptable.

3.2 UNDERGROUND MAIN SERVICE

- A. Arrange with local power company to provide 4-wire, 3-phase, 480/277 volt main service to the point indicated.
- B. Primary cable and transformer will be provided by the power company.
- C. All metering equipment, including current transformers and enclosure, meter, conduit and wiring,

shall be in accordance with the power company's regulations.

- D. All fees and charges in connection with the above shall be paid as work of this Section.

3.3 TEMPORARY WIRING, LIGHTING POWER, TELEPHONE ETC., AT THE SITE:

- A. Furnish and install provisions for temporary electrical service, telephone service and construction light and power during the construction period conforming to the contract documents, all local code and State labor law requirements. Temporary light and power provisions to be included shall be as hereinafter specified and as required in Division 1 Section "Temporary Facilities and Services".
- B. Arrange for temporary services with the Utility Companies. Pay any charges for installation of utility facilities by utility companies.
- C. Furnish, install, and maintain all temporary service equipment as required until permanent service is installed and "alive", switch-over of temporary systems on the permanent service when latter is ready for same.
- D. Furnish, install, maintain and switch on and off on all regular work days a complete temporary light system, for the building while under construction.
- E. Provide any and/or all relocations of temporary electric facilities as necessary to clear the permanent installations of all trades.
- F. Provide temporary panels, wires, conduits, etc. as required, to keep in operation the different building areas during construction.
- G. Provide all required lighting for stairways to meet the requirements of all authorities having jurisdiction.
- H. All electrical related services to and within the limits of work shall be maintained in complete functional operation. All electrical related work in areas designated by the work to be under construction shall be made complete and functionally operable prior to proceeding with any other phase of the work.

3.4 GROUNDING

- A. Provide equipment grounding connections as indicated. Tighten connections to comply with tightening torques specified in UL Stds. 486A to assure permanent and effective grounds.

3.5 FIELD QUALITY CONTROL

- A. Prior to energization of circuitry, check all accessible connections to manufacturer's tightening torque specifications.
- B. Prior to energization check with ground resistance tester phase-to-phase and phase-to-ground insulation resistance levels to ensure requirements are fulfilled.
- C. Prior to energization, check for electrical continuity of circuits, and for short circuits.

- D. Subsequent to wire and cable hook-ups, energize panelboards and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

END OF SECTION 26 24 16

SECTION 262819 - DISCONNECT SWITCHES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK.

- A. Provide new disconnect switches and circuit breakers as indicated on the drawings.

1.2 QUALITY ASSURANCE

- A. NEC Compliance: Comply with NEC requirements pertaining to construction and installation of electrical circuit and motor disconnect devices.
- B. UL Compliance: Comply with requirements of UL 98, "Enclosed and Dead-Front Switches". Provide circuit and motor disconnect switches which have been UL listed and labeled.
- C. Special Use Markings: Provide safety/disconnect switches constructed for special use, with appropriate UL marks which indicates that special type of use/application. Switches used as service entrance equipment shall be provided with UL markings indicating "Suitable for use as service entrance equipment."

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on service circuit and motor disconnect switches.

PART 2 - PRODUCTS

2.1 FABRICATED SWITCHES

- A. Disconnect Switches: Provide heavy duty surface mounted, sheet-steel enclosed switches, of types, sizes and with fusing and other electrical characteristics indicated or required; rated 240 and/or 600 volts as required, 60 Hz, with blades, and poles as required; disconnects shall incorporate spring assisted, quick-make, quick-break switches which are so constructed that switch blades are visible in OFF position with door open. Equip with operating handle which is integral part of enclosure base and whose operating position is easily recognizable, and is capable of being padlocked in OFF position. All switches shall have an equipment grounding bar for terminating equipment ground conductors. Construct current carrying parts of high-conductivity plated copper. Unless noted otherwise, provide NEMA Type 1 enclosures for interior use and NEMA Type 3R enclosures for exterior use. Provide rejection kit for switches so that all fuses are rejected except for Class R fuses. Switches shall be as manufactured by Square D, General Electric, Westinghouse, Siemens, or approved equal.

2.2 FUSES FOR FUSIBLE SWITCHES

- A. Fuses for safety switches protecting panel boards shall be UL listed Type Class RK-1 with time delay feature. Fuses 601 amps or larger shall be UL listed Class L with time delay feature. All other fuses shall be dual element time delay type UL listed Type Class RK-5.

PART 3 - EXECUTION

3.1 INSTALLATION OF CIRCUIT AND MOTOR DISCONNECT SWITCHES

- A. Install service, circuit and motor disconnect switches as indicated, complying with manufacturer's written instructions, applicable requirements of NEC, NEMA, and NECA's "Standard of

Installation", and in accordance with recognized industry practices.

- B. Install disconnect switches for use with motor-driven appliances, and motors and controllers within sight of controller position.

3.2 GROUNDING

- A. Provide equipment grounding lugs in all switches with connections, sufficiently tight to assure a permanent and effective ground.

3.3 FIELD QUALITY CONTROL

- A. Subsequent to completion of installation of electrical disconnect switches, energize circuitry and demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at project site, then retest to demonstrate compliance; otherwise remove and replace with new units and retest.

END OF SECTION 26 28 19

SECTION 262826

AUTOMATIC TRANSFER SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Automatic transfer switches
 - 2. Remote annunciation systems
- B. Related Sections include the following:

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
 - 1. Technical data on all major components of all transfer switches and other products described in this section. Data is required for the transfer switch mechanism, control system, cabinet, and protective devices specifically listed for use with each transfer switch. Include steady state and fault current ratings, weights, operating characteristics, and furnished specialties and accessories.
 - 2. Single Line Diagram: Show connections between transfer switch, power sources and load
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Dimensioned outline drawings of assembly, including elevations, sections, and details including minimal clearances, conductor entry provisions,

gutter space, installed features and devices and material lists for each switch specified.

2. Internal electrical wiring and control drawings.
 3. Interconnection wiring diagrams, showing recommended conduit runs and point-to-point terminal connections to generator set.
 4. Installation and mounting instructions, including information for proper installation of equipment to meet seismic requirements.
- C. Manufacturer and Supplier Qualification Data
1. The transfer switch manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.
 2. The manufacturer of this equipment shall have produced similar equipment for a minimum period of 10 years. When requested, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.
- D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Features and operating sequences, both automatic and manual.
 2. List of all factory settings of relays, timers and protective devices; provide setting and calibration instructions where applicable.
- E. Warranty documents demonstrating compliance with the project's contract requirements.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: The equipment supplier shall maintain a service center capable of providing training, parts, maintenance and emergency repairs to equipment, including transfer switch generator sets and remote monitoring equipment (if applicable) at the site within a response period of less than (eight hours or appropriate time period designated for Project) from time of notification.

1. The transfer switch shall be serviced by technicians employed by, and specially trained and certified by, the generator set supplier and the supplier shall have a service organization that is factory-certified in both generator set and transfer switch service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
 2. Submit names, experience level, training certifications, and locations for technicians that will be responsible for servicing equipment at this site.
 3. The manufacturer shall maintain model and serial number records of each transfer switch provided for at least 20 years.
- B. Source Limitations: All transfer switches are to be obtained through one source from a single manufacturer. The generator set manufacturer shall warrant transfer switches to provide a single source of responsibility for products provided.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked as suitable for use in emergency, legally required or optional standby use as appropriate for the connected load.
- D. The automatic transfer switch installation and application shall conform to the requirements of the following codes and standards:
1. Transfer switches and enclosures shall be UL 1008 listed and labeled as suitable for use in emergency, legally required, and optional standby applications.
 2. CSA 282, Emergency Electrical Power Supply for Buildings, and CSA C22.2, No. 14-M91 Industrial Control Equipment
 3. NFPA 70, National Electrical Code. Equipment shall be suitable for use in systems in compliance with Articles 700, 701 and 702.
 4. Comply with NEMA ICS 10-1993 AC Automatic Transfer Switches
 5. IEEE 446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 6. EN55011, Class B Radiated Emissions and Class B Conducted Emissions

7. IEC 1000-4-5 (EN 61000-4-5); AC Surge Immunity
 8. IEC 1000-4-4 (EN 61000-4-4) Fast Transients Immunity
 9. IEC 1000-4-2 (EN 61000-4-2) Electrostatic Discharge Immunity
 10. IEC 1000-4-3 (EN 61000-4-3) Radiated Field Immunity
 11. IEC 1000-4-6 Conducted Field Immunity
 12. IEC 1000-4-11 Voltage Dip Immunity
 13. IEEE 62.41, AC Voltage Surge Immunity
 14. IEEE 62.45, AC Voltage Surge Testing
- E. Comply with NFPA 99 – Essential Electrical Systems for Healthcare Facilities
- F. Comply with NFPA 110 – Emergency and Standby Power Systems. The transfer switch shall meet all requirements for Level 1 systems, regardless of the actual circuit level.
- G. The manufacturer shall warrant the material and workmanship of the transfer switch equipment for a minimum of two (2) year from the warranty start date. The warranty start date is the date of registered commissioning and start up or eighteen (18) months from date of shipment, whichever is sooner.
- H. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc. during the minimum noted warranty period described above.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
1. Notify (Architect/Construction Manager/Owner) no fewer than (insert appropriate number) days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without (Architect/Construction Manager/Owner's) written permission.

3. Do not energize any new service or distribution equipment without notification and permission of the (Architect/Construction Manager/Owner).

1.6 COORDINATION

- A. Size and location of concrete bases and anchor bolt inserts shall be coordinated. Concrete, reinforcement and formwork must meet the requirements specified in Division 03. See section "INSTALLATION" for additional information on installation

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cummins Power Generation
- B. Equipment specifications for this Project are based on automatic transfer switches manufactured by Cummins Power Generation. Switches manufactured by other manufacturers that meet the requirement of this specification are acceptable, if approved not less than two weeks before scheduled bid date. Proposals must include a line-by-line compliance statement based on this specification.
- C. Transfer switches utilizing molded case circuit breakers do not meet the requirements of this specification and will not be accepted.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Provide transfer switches rated at amps as shown, 3 Pole, 4-wire 250 VAC as shown on the drawings.
- B. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer.
- C. Fault-Current Closing and Withstand Ratings: UL 1008 WCR ratings must be specifically listed as meeting the requirements for use with protective devices at installation locations, under specified fault conditions. Withstand and closing ratings shall be based on use of the same set of contacts for the withstand test and the closing test.

- D. Solid-State Controls: All settings should be accurate to +/- 2% or better over an operating temperature range of - 40 to + 60 degrees C (- 40 to + 140 degrees F).
- E. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- F. Electrical Operation: Accomplished by a non-fused, momentarily energized solenoid or electric motor operator mechanism, mechanically and electrically interlocked in both directions (except that mechanical interlock is not required for closed transition switches).
- G. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
1. Switches using molded-case switches or circuit breakers, or insulated case circuit breaker components are not acceptable.
 2. Transfer switches shall be double-throw, electrically and mechanically interlocked, and mechanically held in the Source 1 and Source 2 positions.
 3. Main switch contacts shall be high pressure silver alloy. Contact assemblies shall have arc chutes for positive arc extinguishing. Arc chutes shall have insulating covers to prevent inter-phase flashover.
 4. Contacts shall be operated by a high-speed electrical mechanism that causes contacts to open or close within three electrical cycles from signal.
 5. Transfer switch shall be provided with flame retardant transparent covers to allow viewing of switch contact operation but prevent direct contact with components that could be operating at line voltage levels.
 6. The transfer switch shall include the mechanical and control provisions necessary to allow the device to be field-configured for operating speed. Transfer switch operation with motor loads shall be as is recommended in NEMA MG1.
 - a. Phase angle monitoring/timing equipment is not an acceptable substitute for this functionality

7. Transfer switches designated on the drawings as “3-pole” shall have a full current-rated neutral bar with lugs.
- H. Factory wiring: Transfer switch internal wiring shall be composed of pre-manufactured harnesses that are permanently marked for source and destination. Harnesses shall be connected to the control system by means of locking disconnect plug(s), to allow the control system to be easily disconnected and serviced without disconnecting power from the transfer switch mechanism
- I. Terminals: Terminals shall be pressure type and appropriate for all field wiring. Control wiring shall be equipped with suitable lugs, for connection to terminal strips.
- J. Enclosures: All enclosures shall be third-party certified for compliance to NEMA ICS 6 and UL 508, unless otherwise indicated:
 1. The enclosure shall provide wire bend space in compliance to the latest version of NFPA70, regardless of the direction from which the conduit enters the enclosure.
 2. Exterior cabinet doors shall provide complete protection for the system’s internal components. Doors must have permanently mounted key-type latches. Bolted covers or doors are not acceptable.
 3. Transfer switches shall be provided in enclosures that are third party certified for their intended environment per NEMA requirements.

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with requirements for Level 1 equipment according to NFPA 110.
- B. Indicated current ratings:
 1. Refer to the Project drawings for specifications on the sizes and types of transfer switch equipment, withstand and closing ratings, number of poles, voltage and ampere ratings, enclosure type, and accessories.
 2. Main contacts shall be rated for 250 VAC minimum.
 3. Transfer switches shall be rated to carry 100% of rated current continuously in the enclosure supplied, in ambient temperatures of -40 to +60 degrees C (-40 to +140 degrees F), relative humidity up to 95% (non-condensing), and altitudes up to 10,000 feet (3000 meters).

AUTOMATIC TRANSFER SWITCHES

- C. Relay Signal: Control shall include provisions for addition of a pre-transfer relay signal, adjustable from 0 to 60 seconds, to be provided if necessary for elevator operation, based on equipment provided for the project.
- D. Transfer switches that are designated on the drawings as 3-pole shall be provided with a neutral bus and lugs. The neutral bus shall be sized to carry 100% of the current designated on the switch rating.
- E. Automatic Transfer Switch Control Features
1. The transfer switch control system shall be configurable in the field for any operating voltage level up to 600 VAC. Voltage sensing shall be monitored based on the normal voltage at the site. Systems that utilize voltage monitoring based on standard voltage conditions that are not field configurable are not acceptable.
 2. All transfer switch sensing shall be configurable from an operator panel or from a Windows XP or later PC-based service tool. Designs utilizing DIP switches or other electromechanical devices are not acceptable.
 3. The transfer switch shall provide a relay contact signal prior to transfer or re-transfer. The time period before and after transfer shall be adjustable in a range of 0 to 60 seconds.
 4. The control system shall be designed and prototype tested for operation in ambient temperatures from - 40 degrees C to + 60 degrees C (- 40 to +140 degrees F). It shall be designed and tested to comply with the requirements of the noted voltage and RFI/EMI standards.
 5. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs and relays on all outputs, to provide optimum protection from line voltage surges, RFI and EMI.
 6. The transfer switch network monitoring equipment, when supplied, shall be provided with a battery-based auxiliary power supply to allow monitoring of the transfer switch when both AC power sources are non-operational.
- F. Transfer Switch Control Panel: The transfer switch shall have a microprocessor-based control with a sealed membrane panel incorporating pushbuttons for operator-controlled functions, and LED lamps for system status indicators. The panel shall also include an alphanumeric display for

detailed system information. Panel display and indicating lamps shall include permanent labels.

1. The indicator panel LEDs shall display:
 - a. Which source the load is connected to (Source 1 or Source 2)
 - b. Which source or sources are available
 - c. When switch is not set for automatic operation, the control is disabled
 - d. When the switch is in test/exercise mode
2. The indicator shall have pushbuttons that allow the operator to activate the following functions:
 - a. Activate pre-programmed test sequence
 - b. Override programmed delays, and immediately go to the next operation
 - c. Reset the control by clearing any faults
 - d. Test all of the LEDs by lighting them simultaneously
3. The alphanumeric digital display shall be vacuum fluorescent-type, clearly visible in both bright sunlight and no-light conditions over an angle of 120 degrees, and shall display the following:
 - a. AC voltage for all phases, normal and emergency
 - b. Source status: connected or not connected.
4. The display panel shall be password-protected, and allow the operator to view and make adjustments:
 - a. Set nominal voltage and frequency for the transfer switch
 - b. Adjust voltage and frequency sensor operation set points
 - c. Set up time clock functions
 - d. Set up load sequence functions
 - e. Enable or disable control functions including program transition

- f. View real-time clock data, operation log (hours connected, times transferred, failures) and service history

G. Control Functions: Functions managed by the control shall include:

1. Software adjustable time delays:
 - a. Engine start (prevents nuisance genset starts in the event of momentary power fluctuation): 0 to 120 seconds (default 3 sec)
 - b. Transfer normal to emergency (allows genset to stabilize before load is transferred): 0 to 120 seconds (default 3 sec)
 - c. Re-transfer emergency to normal (allows utility to stabilize before load is transferred from genset): 0 to 30 minutes (default 3 sec)
 - d. Engine cooldown: 0 to 30 minutes (default 10 min)
 - e. Programmed transition: 0 to 60 seconds (default 3 sec)
2. Undervoltage sensing: three-phase normal, three-phase emergency source.
3. Over-voltage sensing: three-phase normal, three-phase emergency source.
4. Over/under frequency sensing:
 - a. Pickup: +/- 5 to +/-20% of nominal frequency (default 10%)
 - b. Dropout: +/-1% beyond pickup (default 1%)
 - c. Dropout time delay: 0.1 to 15.0 seconds (default 5 sec)
 - d. Accurate to within +/- 0.05 Hz

H. Control features shall include:

1. Programmable genset exerciser: A field-programmable control shall periodically start and run the generator with or without transferring the load for a preset time period, then re-transfer and shut down the generator after a preset cool-down period.
2. In event of a loss of power to the control, all control settings, real-time clock setting and the engine start-time delay setting will be retained.

3. The system continuously logs information including the number of hours each source has been connected to the load, the number of times transferred, and the total number of times each source has failed. An event recorder stores information, including time and date-stamp, for up to 50 events.
4. Re-Transfer Inhibit Switch: Inhibits automatic re-transfer control so automatic transfer switch will remain connected to emergency power source as long as it is available regardless of condition of normal source.
5. Transfer Inhibit Switch: Inhibits automatic transfer control so automatic transfer switch will remain connected to normal power source regardless of condition of emergency source.

I. Control Interface

1. Provide one set Form C auxiliary contacts on both sides, operated by transfer switch position, rated 10 amps 250 VAC.

J. Engine Starting Contacts

1. One isolated and normally closed pair of contacts rated 10A at 32 VDC minimum.
2. Indicating Lights: Grouped for each transfer switch monitored.
3. Label each group, indicating transfer switch it monitors, location of switch, and identity of load it serves.
4. Switch in test mode.
5. Lamp Test: Push-to-test or lamp-test switch on front panel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details. See Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Floor-Mounting Switch: Anchor to floor by bolting.

1. Floor-mounted transfer switches (except drawout switches supported by wheeled carriages, which must be rolled out at floor level) shall be mounted on concrete bases complying with the following requirements:
 - a. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Division 26 Section "Hangers and Supports for Electrical Systems."
 - C. Annunciator Panel Mounting: Flush in wall, unless otherwise indicated.
 - D. Identify components according to Division 26 Section "Identification for Electrical Systems."
 - E. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Field control connections shall be made on a common terminal block that is clearly and permanently labeled.
- C. Transfer switch shall be provided with AL/CU mechanical lugs sized to accept the full output rating of the switch. Lugs shall be suitable for the number and size of conductors shown on the drawings.
- D. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- E. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.3 SOURCE QUALITY CONTROL

- A. Prior to shipping, factory shall test and inspect components, assembled switches, and associated equipment to ensure proper operation.

- B. Factory shall check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements.
- C. Factory shall perform dielectric strength test complying with NEMA ICS 1.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: The supplier of the transfer switch(es) and associated equipment shall inspect, test, and adjust components, assemblies, and equipment installations, including connections, and report results in writing.
- B. Manufacturer's representative shall perform tests and inspections and prepare test reports.
- C. After installing equipment and after electrical circuitry has been energized, installer shall test for compliance with requirements.
 - 1. Perform recommended installation tests as recommended in manufacturer's installation and service manuals.
 - 2. After energizing circuits, demonstrate interlocking sequence and operational function for each switch.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Verify time-delay settings.
 - c. Verify that the transfer switch is accurately metering AC voltage.
 - d. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- D. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.
 - 1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.

2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 DEMONSTRATION

- A. After generator set installation, the generator and transfer switch supplier shall conduct a complete operation, basic maintenance, and emergency service seminar covering generator set and transfer switch equipment, for up to 10 people employed by the Owner.
 1. The seminar shall include instruction on operation of the transfer equipment, normal testing and exercise, adjustments to the control system, use of the PC based service and maintenance tools provided under this contract, and emergency operation procedures.
 2. The class duration shall be at least 8 hours in length, and include practical operation with the installed equipment.

3.6 SERVICE AND SUPPORT

- A. The manufacturer shall supply the Service Provider with a complete set of the service and maintenance software required to support the product. The software shall be provided at a training class attended by the user, to qualify the user in proper use of the software. The software shall have the following features and capabilities:
 1. The software shall allow adjustment of all functions described herein, adjustment of operating levels of all protective functions, and programming of all optional functions in the controller. Adjustments shall be possible over modem from a facility that is remote from the generator set.
 2. The software shall be capable of storing and displaying data for any function monitored by the generator set control. This data shall be available in common file formats, and on graphical "strip chart" displays.

3. The software shall automatically record all control operations and adjustments performed by any operator or software user, for tracking of changes to the control.
4. The software shall display all warning, shutdown, and status changes programmed into transfer switch controller. For each event, the control shall provide information on the nature of the event, when it last occurred, and how many times it has occurred.

END OF SECTION

SECTION 263213
Natural Gas Generator Sets

This specification covers diesel-fueled generator sets that are rated at 60.0 and operating at up to 600VAC. Optional text to describe digital controls which are optimized for paralleling applications is included. The paralleling features described are appropriate for automatic paralleling with other generator sets on an isolated bus, as well as for utility paralleling applications. The codes and standards that are referenced are typical for North American applications.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes packaged engine-generator sets suitable for use in applications with the features as specified and indicated where the engine generators will be used as the Standby power source for the system.

1.3 DEFINITIONS

- A. Emergency Standby Power (ESP): Per ISO 8528: The maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with the maintenance intervals and procedures being carried out as prescribed by the manufacturers. The permissible average power output (Ppp) over 24 hours of operation shall not exceed 70 percent of the ESP unless otherwise agreed by the RIC engine manufacturer.
- B. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
 - 3. Sound test data, based on a free field requirement.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, and location and size of each field connection.

1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
2. Wiring Diagrams: Control interconnection, Customer connections.

C. Certifications:

1. Submit statement of compliance which states the proposed product(s) is certified to the emissions standards required by the location for EPA, stationary emergency application.

1.5 INFORMATIONAL SUBMITTALS

A. Source quality-control test reports.

1. Certified summary of prototype-unit test report. See requirements in Part 2 "Source Quality Control" Article Part A. Include statement indicating torsional compatibility of components.
2. Certified Test Report: Provide certified test report documenting factory test per the requirements of this specification, as well as certified factory test of generator set sensors per NFPA110 level 1.
3. List of factory tests to be performed on units to be shipped for this Project.
4. Report of exhaust emissions and compliance statement certifying compliance with applicable regulations.

B. Warranty:

1. Submit manufacturer's warranty statement to be provided for this Project.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within New Orleans of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Comply with NFPA 37 (Standard For the Installation and Use of Stationary Combustion Engines and Gas Turbines).
- E. Comply with NFPA 70 (National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702).
- F. Comply with NFPA 110 (Emergency and Standby Power Systems) requirements for Level 1 emergency power supply system.

- G. Comply with UL 2200.
- H. Noise Emission: Comply with Applicable state and local government requirements for maximum noise level at 70 @ 23 ft due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: 0.0 deg C (32.0 deg F) to 40.0 deg C (104.0 deg F).
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 1000.0 feet (304.8 m).

1.8 WARRANTY

- A. Base Warranty: Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set for a minimum of twenty-four (24) months for Standby product and twelve (12) months for Prime/Continuous product from registered commissioning and start-up.
- B. Extended Warranty: Manufacturer shall offer extend coverage of 2 years from date of registered commissioning and start-up.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: The basis for this specification is Cummins Power Generation equipment, approved equals may be considered if equipment performance is shown to meet the requirements herein.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: Electrical output power rating for Standby operation of not less than KW as shown, at 80 percent lagging power factor, 120/208, Series Wye, Three phase, 4 -wire, 60 hertz..

2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components. The engine-generator nameplate shall include information of the power output rating of the equipment.

D. Generator-Set Performance:

1. Steady-State Voltage Operational Bandwidth: 1.0 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.
6. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
7. Sustained Short-Circuit Current: (For engine-generator sets using a PMG-excited alternator) For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.
8. Start Time: Comply with NFPA 110, Level 1, Type 10, system requirements.
9. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units, and at the control of the engine generator for machines installed in equipment rooms.

2.3 ENGINE

- A. Fuel: Natural Gas
- B. Rated Engine Speed: 1800RPM.

- C. Lubrication System: The following items are mounted on engine or skid:
1. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.
 2. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System: The engine fuel system shall be installed in strict compliance to the engine manufacturer's instructions
- E. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and performance.
1. Designed for operation on a single 120 VAC, Single phase, 60Hz power connection. Heater voltage shall be shown on the project drawings.
 2. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
 3. Provided with a 12VDC thermostat, installed at the engine thermostat housing
- F. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.
- G. Cooling System: Closed loop, liquid cooled
1. The generator set manufacturer shall provide prototype test data for the specific hardware proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition of 40 deg C.
 2. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 3. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

6. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.
- H. Muffler/Silencer: Selected with performance as required to meet sound requirements of the application, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. For generator sets with outdoor enclosures the silencer shall be inside the enclosure.
- I. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.
- J. Starting System: 12 or 24V, as recommended by the engine manufacturer; electric, with negative ground.
 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Cycle: As required by NFPA 110 for level 1 systems.
 3. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
 4. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
 6. Battery Chargers: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:
 - a. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 deg C to plus 40 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either

condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.

- e. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
- f. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet.

2.4 CONTROL AND MONITORING

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.
- E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:
 - 1. AC voltmeter (3-phase, line to line and line to neutral values).
 - 2. AC ammeter (3-phases).
 - 3. AC frequency meter.
 - 4. AC kVA output (total and for each phase). Display shall indicate power flow direction.
 - 5. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.

6. Emergency Stop Switch: Switch shall be a red “mushroom head” pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.
 7. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
 8. DC voltmeter (alternator battery charging).
 9. Engine-coolant temperature gage.
 10. Engine lubricating-oil pressure gage.
 11. Running-time meter.
 12. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjustment of these parameters in a range of plus or minus 5% of the voltage and frequency operating set point (not nominal voltage and frequency values.)
 13. AC Protective Equipment: The control system shall include over/under voltage, over current, short circuit, loss of voltage reference, and over excitation shut down protection. There shall be an overload warning, and overcurrent warning alarm.
 14. Status LED indicating lamps to indicate remote start signal present at the control, existing alarm condition, not in auto, and generator set running.
 15. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.
 16. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
 17. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control, and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).
- F. Control Heater: Generator sets that are installed in outdoor enclosures, or are in tropical or coastal environments shall be provided with control heaters for anti-condensation protection.
- G. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel.
1. Overcrank shutdown.
 2. Coolant low-temperature alarm.
 3. Control switch not in auto position.

4. Battery-charger malfunction alarm.
 5. Battery low-voltage alarm.
- H. Remote Alarm Annunciator: Comply with NFPA 110. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition.
- I. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.5 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground-fault. Integrate ground-fault alarm indication with other generator-set alarm indications.

2.6 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H
- D. Temperature Rise: 125 / Class H environment.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, over speed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Permanent Magnet Generator (PMG) shall provide excitation power for optimum motor starting and short circuit performance.
- G. Enclosure: Drip-proof.
- H. Voltage Regulator: SCR type, Separate from exciter, providing performance as specified. The voltage regulation system shall be microprocessor-controlled, full wave rectified, and provide a pulse-width modulated signal to the exciter. No exceptions or deviations to these requirements will be permitted.
- I. The alternator shall be provided with anti-condensation heater(s) in all applications where the generator set is provided in an outdoor enclosure, or when the generator set is installed in a coastal or tropical environment.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- K. Subtransient Reactance: 15 percent maximum, based on the rating of the engine generator set.

2.7 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Sound Attenuated Aluminum housing. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments, control, and battery system shall be mounted within enclosure.
- B. Construction:
 - 1. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
 - 2. Exhaust System:
 - a. Muffler Location: Within enclosure.
 - 3. Hardware: All hardware and hinges shall be stainless steel.
 - 4. Wind Rating: Wind rating shall be 150 mph
 - 5. Mounting Base: Suitable for mounting on sub-base fuel tank or housekeeping pad.
 - 6. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- C. Engine Cooling Airflow through Enclosure: Housing shall provide ample airflow for engine generator operation at rated load in an ambient temperature of 40 deg C.
- D. Sound Performance: Reduce the sound level of the engine generator while operating at full rated load to a maximum of 70 dBA measured at any location 7 m from the engine generator in a free field environment.
- E. Site Provisions:
 - 1. Lifting: Complete assembly of engine generator, enclosure shall be designed to be lifted into place as a single unit, using spreader bars.

2.8 VIBRATION ISOLATION DEVICES

- A. Vibration Isolation: Generators installed on grade shall be provided with elastomeric isolator pads integral to the generator, unless the engine manufacturer requires use of spring isolation.

2.9 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Powder-coated and baked over corrosion-resistant pretreatment and compatible primer. Manufacturer's standard color or as directed on the drawings.

2.10 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

1. Tests: Comply with NFPA 110, Level 1 Energy Converters. In addition, the equipment engine, skid, cooling system, and alternator shall have been subjected to actual prototype tests to validate the capability of the design under the abnormal conditions noted in NFPA110. Calculations and testing on similar equipment which are allowed under NFPA110 are not sufficient to meet this requirement.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
 1. Test engine generator set manufactured for this Project to demonstrate compatibility and functionality.
 2. Full load run.
 3. Maximum power.
 4. Voltage regulation.
 5. Steady-state governing.
 6. Single-step load pickup.
 7. Simulated safety shutdowns.
 8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.
- B. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- C. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- D. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- E. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.

- F. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- G. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.

3.2 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
 - B. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
 - C. Installation acceptance tests to be conducted on site shall include a "cold start" test, a two-hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.
 - D. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

3.3 TRAINING

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

3.5 SERVICE AND SUPPORT

- A. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The inventory shall have a commercial value of \$3 million or more. The manufacturer of the generator set shall maintain a central parts inventory to support

the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment.

- B. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within New Orleans of the site.
- C. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

3.6 SERVICE AGREEMENT:

- A. The supplier shall include in the base price, a one-year service agreement. The maintenance shall be performed by factory authorized service technicians capable of servicing both the engine generator set and the transfer switch (es). This agreement shall include the following:
 - 1. Generator supplier must have an in-house rental fleet with equipment sized to back up this project site.
 - 2. All engine maintenance as recommended by the service manual.
 - 3. All electrical controls maintenance and calibrations as recommended by the manufacturer.
 - 4. All auxiliary equipment as a part of the emergency systems.
 - 5. The supplier shall guarantee emergency service.
 - 6. All expendable maintenance items are to be included in this agreement.
 - 7. A copy of this agreement and a schedule shall be given to the Owner at the time of his acceptance, showing what work is to be accomplished and when.

END OF SECTION

SECTION 270526 - GROUNDING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Provide grounding as indicated on the drawings and/or required by the NEC and/or as required for project.
- B. Applications of grounding work in this section include the following:
 - 1. Underground metal water piping.
 - 2. Grounding rods.
 - 3. Service equipment.
 - 4. Enclosures.
 - 5. Equipment.

1.2 QUALITY ASSURANCE

- A. NEC Compliance: Comply with NEC requirements as applicable to materials and installation of electrical grounding systems, associated equipment and wiring. Provide grounding products which are UL listed and labeled.
- B. UL Compliance: Comply with applicable requirements of UL Standards Nos. 467 and 869 pertaining to electrical grounding and bonding.
- C. IEEE Compliance: Comply with applicable requirements of IEEE Standard 142 and 241 pertaining to electrical grounding.

PART 2 - PRODUCTS

2.1 GROUNDING SYSTEMS

- A. Materials and Components: General: Except as otherwise indicated, provide electrical grounding systems; with assembly of materials, including cables/wires, connectors, terminals (solderless lugs), grounding rods/electrodes, bonding jumper braid, and additional accessories needed for complete installation. Where materials or components are not indicated, provide products complying with NEC, UL, IEEE, and established industry standards for applications indicated.
- B. Conductors: Unless otherwise indicated, provide electrical grounding conductors for grounding connections matching power supply wiring materials and sized according to NEC.
- C. Bonding Plates, Connectors, Terminals and Clamps: Provide electrical bonding plates, connectors, terminals, lugs and clamps as recommended by bonding plate, connector, terminal and clamp manufacturers for indicated applications.

2.2 GROUND RODS

- A. Ground Rods: Steel with copper welded exterior, $\frac{3}{4}$ " diameter x 10'.
- B. Electrical Grounding Connection Accessories: Provide electrical insulating tape, heat-shrinkable insulating tubing, welding materials, bonding straps, as recommended by accessories manufacturers for type services indicated.
- C. Field Welding: Comply with AWS Code for procedures, appearance, and quality of welds, and

methods used in connecting welding work. Provide welded connections where grounding conductors connect to underground grounding rods/electrodes.

2.3 GROUND CONDUCTOR

- A. Each branch circuit and/or feeder shall have a green insulated ground conductor installed within the raceway with the power conductors sized in accordance with Table 250-95 of the N.E.C. The number of tick marks shown on each branch circuit and/or feeder does not include the ground conductor unless noted otherwise.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL GROUNDING

- A. General: Install electrical grounding systems in accordance with applicable portions of NEC, with NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirements and serve intended functions.
- B. Coordinate with other electrical work as necessary to interface installation of electrical grounding system with other work.
- C. Weld grounding conductors to underground grounding rods/electrodes.
- D. Install clamp-on connectors only on thoroughly cleaned metal contact surfaces, to ensure electrical conductivity and circuit integrity.
- E. For all motor circuits and all circuits serving multi-outlet assemblies provide a separate grounding conductor in addition to any conduit ground. Conduit runs shall be increased in size where necessary to accommodate the grounding conductor in addition to circuit conductors.
- F. Where multiple ground rods are required, the minimum spacing shall be six feet between each rod.

3.2 GROUNDING

- A. The metallic raceway system and the neutral conductor of the wiring system shall be grounded at the service equipment. The copper service grounding electrode conductor shall be extended with no splices in raceway from the service to as near as practicable to the point of entrance of the water service. Where the raceway routing is via finished areas, it shall be run concealed. Ground connection shall be visible, and connection of raceway and conductor to the water pipe shall be made with an approved ground connector similar to T & B conduit hub and water pipe clamp. Also, see Article 250, Grounding Electrode System of the National Electrical Code for bonding requirements to other items to form the grounding electrode system (this includes bonding on metal frame of building).
- B. The above requirements shall be supplemented by grounding to 3/4" diameter 10' long copper clad ground rods.
- C. At each point of voltage transformation (including but not limited to transformers and inverters), the secondary neutral conductor and the secondary raceway system shall be grounded with a common ground conductor as described in Article 250 of NFPA 70, National Electrical Code. The grounding electrode conductor described therein shall be continuous (no splices) and shall be in a raceway. Where the raceway routing is via finished areas, it shall be run concealed. Ground connection shall be visible. Where water pipe connection is used, connection of raceway and conductor to a water pipe shall be made with an approved ground connector similar to T & B

conduit hub and water pipe clamp.

- D. Bonding jumpers shall be used around concentric or eccentric knockouts on equipment.
- E. Grounding pole of each polarized receptacle (non-isolated ground type) shall be bonded to its outlet box with conductor sized in accordance with Article 250 of the National Electrical Code and a machine or self-tapping screw, unless the receptacle is of the approved self-grounding type. Grounding pole of each isolated ground receptacle shall be connected to an insulated equipment grounding conductor.
- F. Where water pipe grounding connection is made underground, a suitable pipe sleeve and flush cap shall be installed to provide access to the connection.
- G. Where ground connections are made in walls or inaccessible ceilings, access panels shall be installed. Access panels in walls shall be stainless steel.
- H. See drawings for additional grounding requirements.

END OF SECTION 27 05 26

APPENDIX “A”

SUPPLEMENTAL INFORMATION

Environmental Work Plan
Sections UST Closure-in-Place



Environmental Work Plan Sections UST Closure-In-Place

**Guste High-Rise
1301 Simon Bolivar Avenue
New Orleans, Louisiana 70113
Orleans Parish
LDEQ AI Number: 8213**

Prepared for

***ECM Consultants, Inc.
1301 Clearview Pkwy, Suite 200
Metairie, Louisiana 70001***

**Leaf
Environmental
LLC**

**2301 Whitney Ave.
Gretna, LA 70056**

**(504) 342-2687 office
(504) 342-2715 fax**

www.leaf.com

**February 2024
Leaf Project # ECM-009**

Environmental Work Plan Sections UST Closure-In-Place

Guste High-Rise
1301 Simon Bolivar Avenue
New Orleans, LA 70113

LDEQ AI Number: 8213

Prepared for:

ECM Consultants, Inc.
1301 Clearview Pkwy, Suite 200
Metairie, LA 70001

On Behalf of:

Housing Authority of New Orleans
4100 Touro Street
New Orleans, LA 70122

Prepared by:

Leaaf Environmental, LLC
2301 Whitney Avenue
Gretna, LA 70056
(504) 342-2687



Chase Cromwell
UST & Remediation

February 15, 2024

i	Leaaf Environmental, LLC	www.leaaf.com
	2301 Whitney Avenue Gretna, LA 70056	Office (504) 342-2687 Fax (504) 342-2715

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APPENDICES

APPENDIX A: References

APPENDIX B: UST Closure/Change-In-Service Guidance Document

Note: The following is being presented to summarize the Scope of Work to be completed. Should any of the following contradict the Guidance Document and/or the UST regulations, the Guidance Document and the regulations will prevail with no effect on the contract price.

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1.0 Introduction/Background

Leaaf Environmental, LLC (Client’s Environmental Consultant) was engaged by ECM Consultants, Inc. (Client/Owner’s Representative) to assist in writing the environmental sections of the overall work plan for the closure-in-place of the existing underground storage tank (UST) providing fuel for the onsite emergency power generators at the Housing Authority of New Orleans – HANO (Owner) at the Guste High-Rise, 1301 Simon Boliver Avenue., New Orleans, LA (Site/Facility).

The Property is currently a multi-story residential Facility that is supported by a backup generator system. The system has one 2,000-gallon diesel UST that is installed at the rear of the Facility (South Liberty Street side) to provide fuel for the onsite emergency power generators. HANO plans on closing this UST in place and switching to an alternative source of fuel and generators to provide emergency power to the Facility. The Prime Contractor and/or their Subcontractor that is a Louisiana Licensed Contractor with a specialty in UST Install, Repair and/or Close USTs (Contractor) will coordinate and verify acceptance of in place closure with the Louisiana Department of Environmental Quality (LDEQ).

A previous UST Assessment was conducted by the Client’s Environmental Consultant in June 2022 on the UST to determine if the Site was impacted by diesel indicator compounds. All constituents of concern (COC) concentrations were below Louisiana Risk Evaluation/Corrective Action Program (RECAP) Table 1 limiting screening standards (LSS) at the time of the UST assessment.

Due to the UST currently being used for emergency fuel supply, the UST could not be drained of fuel prior to the June 2022 assessment. Therefore, additional closure samples will need to be collected once the liquid contents of the tank and associated lines/equipment have been evacuated prior to properly closing the UST system per the Louisiana Department of Environmental Quality (LDEQ) UST Closure/Change-In-Service Guidance Document, May 2010 (Guidance Document – Appendix B).

2.0 Submittals

The Contractor will be responsible for providing the Client’s Environmental Consultant with a schedule to include at a minimum the following activities. This UST Schedule should also be incorporated into the overall schedule for the project.

- LDEQ notifications/submittals (UST-SERV-01) form and 7-day notification.
- New Orleans Fire Department (NOFD) permit.
- UST field work is not to progress until the above documents have been executed and provided to the Client’s Environmental Consultant for review and

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acceptance. The Contractor will then be responsible, in general to perform the following:

- Removal of any fuel contents from tank, lines, and equipment.
- Collection of UST Closure samples in accordance with the Guidance Document.
- In-Place UST closure in accordance with the Guidance Document.
- TCLP sampling, waste characterization, profiling, and disposal of any IDW.
- UST Closure Report in accordance with the Guidance Document. This document is to be submitted to the Client’s Environmental Consultant for review and acceptance prior to submission to LDEQ.

3.0 UST Closure-In-Place Scope of Work

3.1 LDEQ and Louisiana One Call Notifications

LAC 33:XI.905.A specifies that the UST Owner must submit the “Notification of Intent to Perform a Closure or Change-In-Service to an UST system form (UST-SURV-01) to the appropriate UST Division Regional Office for processing 30 – days prior to the closure per Section 2.2 of the Guidance Document.

The Contractor will be responsible for completing the appropriate sections of this form including but not limiting: the name of UST Certified Worker, name of the laboratory to conduct sample analysis, and methods for closing-in-place (type of fill material and cleaning method). The Contractor will submit a draft of the UST-SURV-01 to the Clients Environmental Consultant for comment and to obtain owner signature prior to submittal to the appropriate LDEQ Regional Office.

The Contractor will be responsible for notifying the LDEQ Regional Office 7 -days prior to implementation of the LDEQ approved UST closure activities In accordance with LAC 33: XI.905A.1.b.

The Contractor will be responsible for the Louisiana One Call in accordance with State law at least 72-hours prior to the implementation of field activities.

3.2 NOFD Permit

The Contractor will be responsible for submitting and obtaining a New Orleans Fire Department UST closure permit. Instructions and stipulations for the permit can be found via nola.gov.

3.3 RCRA Emptying of the 2,000-gallon Diesel UST

Per Section 1.4 of the Guidance Document, the Contractor must use a Louisiana Certified Worker to provide onsite supervisory control over all critical junctures. LAC

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33:XI.1303 defines closure critical junctures as the process cleaning/vapor removal, all subsurface sample collection events, and the process of removal of the tank or filling the with inert material.

The Contractor will provide the means and methods to properly dispose/recycle the contents from the UST and associated product lines and/or equipment in accordance with State and local laws.

The Contractor will need to coordinate with the Client's Environmental Consultant to verify the UST is considered Resource Conservation and Recovery Act (RCRA) empty (<1 inch liquid remaining in tank).

3.4 UST Closure Sampling Activities

Only after the UST system has been verified to be RCRA empty by the Clients Environmental Consultant can UST closure samples be collected per the Guidance Document.

The Contractor will be responsible for all equipment, personnel, and notifications required to collect UST closure samples from soil borings outlined in Section 4.3 of the Guidance Document.

Per Section 1.4 of the Guidance Document, the Contractor must use a Louisiana Certified Worker to provide onsite supervisory control over all critical junctures. LAC 33:XI.1303 defines closure critical junctures as the process cleaning/vapor removal, all subsurface sample collection events, and the process of removal of the tank or filling the with inert material.

The Contractors Certified Worker will oversee the sample collection and sample analysis of the required UST closure samples in accordance with the Guidance Document.

Per Section 3.2 of the Guidance Document, all collected closure samples must be submitted to a Louisiana Environmental Laboratory Accreditation Program laboratory to ensure the accuracy, precision, and reliability of the data generated.

3.4.1 Disposal of Investigative Derived Waste (IDW)

The Contractor will be responsible for the proper disposal of any waste generated during the closure activities.

The Contractor will be responsible for the completion of all waste profiling, manifesting, transportation, and disposal documentation required by the respected landfill and/or disposal/recycling facility.

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Any waste profile applications will be provided to the Client and the Client's Environmental Consultant for review, approval, and signatures.

The Contractor will provide the Client's Environmental Consultant with copies of all manifests and disposal documentation related to any waste generated during the closure activities.

4.0 UST Closure-In-Place

Per Section 1.4 of the Guidance Document, the Contractor must use a Louisiana Certified Worker to provide onsite supervisory control over all critical junctures. LAC 33:XI.1303 defines closure critical junctures as the process cleaning/vapor removal, all subsurface sample collection events, and the process of removal of the tank or filling the with inert material.

The Contractor will be responsible for all equipment, personnel, and notifications detailed in Sections 3.4.1, 3.4.3, 3.4.4, and 3.7 of the Guidance Document.

The Contractor will need to coordinate with the Client's Environmental Consultant to oversee the field screening by the Contractor of the UST by inserting a calibrated lower explosive limit (LEL)/Oxygen (O₂) meter into the UST to verify the tank is purged of vapor ($=<10\%$ LEL) or that the O₂ levels are inerted ($=<5\%$ O₂) to allow the tank to be cut or breached.

Once the tank has been breached sufficiently to ensure that the UST is properly filled with a solid inert material acceptable to LDEQ.

The Contractor will be responsible for any other OSHA related items (ex. hot work permit, enclosed space entry, lock out/tag out, etc.).

The Contractor will be responsible for backfilling and compacting specifications detailed in the overall Project Manual for Remove & Replace Generators at the Site.

5.0 UST Closure Report

The Contractor will be responsible for drafting a UST Closure Report in accordance with Section 2.4 of the Guidance Document.

The Contractor will submit a final draft of the UST Closure Report (including the LDEQ UST-SURV-02 form) to the Clients Environmental Consultant within 45 days of completing all closure-in-place field activities for review and comments (the Client's Environmental Consultant will return any comment back to the Contractor in 5-business day) before submitting a final UST Closure Report back to the Owner for final signatures

and submittal within 60 days of the completion of closure-in-place field activities to the appropriate LDEQ Regional Office in accordance with the Guidance Document.

6.0 Owner Responsibilities

Final Documentation review and signatures in a timely manner.

Providing the Contractor with Authorization to sign profiles, manifests and transportation documents on the Owner's behalf or provide representative to sign all documents in a timely manner.

Review and comment on the Contractors provided schedule by the Clients Environmental Consultant in a timely manner.

The Owner and/or the Owner's Representative will review/sign/return required documents to properly close the UST to the Contractor and/or the Clients Environmental Consultant in a timely manner.

Note: This document was intended to be the environmental attachment to the Client's specification and/or Scope of Work. Therefore, it is not intended to be considered a stand alone document to include front end documents typically included in a formal Scope of Work.

APPENDIX A

References

ECM Consultants, Inc. Project Manual for Remove & Replace Generators at Guste High-Rise. Housing Authority of New Orleans – HANO. November 1, 2023.

LDEQ. Underground Storage Tank Closure/Change-In-Service Guidance Document. May 1, 2010.

Leaaf Environmental, LLC. UST Assessment Report. Housing Authority of New Orleans – HANO. June 20, 2022.

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APPENDIX B

UST Closure/Change-In-Service Guidance Document

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UNDERGROUND STORAGE TANK CLOSURE/CHANGE-IN-SERVICE GUIDANCE DOCUMENT

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
UNDERGROUND STORAGE TANK DIVISION
P. O. BOX 4313
BATON ROUGE, LOUISIANA 70821-4313**



EFFECTIVE DATE – May 1, 2010

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SECTION 1 – GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide guidance for conducting a petroleum Underground Storage Tank (UST) system closure or change-in-service that meets the requirements of Chapter 9 of the Louisiana Underground Storage Tank regulations (LAC 33:XI). This document is intended to be used in conjunction with the UST regulations and industry codes and standards. Appendix A contains a list of industry codes and standards that pertain to UST closures and changes-in-service.

This document does not specifically address the analytical requirements of closing USTs that contained hazardous substances. Closing hazardous substance UST systems will be addressed on a case-by-case basis. **Owners of hazardous substance USTs should contact the appropriate UST Division Regional Office for guidance prior to beginning any closure work.**

UST regulations require that owners and operators measure for the presence of a release, where contamination is most likely to be present at a UST site, before permanent closure or change-in-service is completed. When assessing a UST site for the presence of contamination, following proper sampling procedures is crucial. An environmental site assessment plays an important role in demonstrating that a site does not pose a threat to human health or the environment. The Louisiana Department of Environmental Quality (LDEQ) has prepared this document to explain the site assessment requirements for UST closures and changes-in-service.

Questions regarding this document should be directed to the UST Division Regional Office responsible for the parish in which the UST is located. Appendix B contains the telephone numbers, addresses and parishes covered by each UST Division Regional Office. UST Division staff member contact information may also be found on the LDEQ website at <http://www.deq.louisiana.gov> (Note: go to DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank » UST Contact Information).

1.2 Definitions

The following definitions are provided for clarification purposes:

Permanent Closure – the process of removing and disposing of a UST system no longer in service, including the process of abandoning such a system in place through the use of prescribed techniques for the purging of vapors and the filling of the vessel with a solid, inert material; the process of properly labeling a tank; and the process of collecting subsurface samples.

Change-in-Service – to change the contents of a UST from a regulated substance (e.g., gasoline, diesel, etc.) to a non-regulated substance (e.g., cottonseed oil, etc.). Before a change-in-service is completed, the UST system must be emptied and cleaned by removing all liquids and accumulated sludge, and a site assessment must be conducted in accordance with LAC 33:XI.907 and this Guidance Document.

Temporary Closure – the temporary removal from service of a UST.

Petroleum – crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), including, but not limited to, motor fuels, jet fuels, distillate fuel oil, residual fuel oils, lubricants, petroleum solvents, used oils, ethanol blends, and biodiesel blends.

1.3 Other Agency Jurisdiction and Notifications

Local Fire Departments and/or Local Fire Prevention Bureaus must be contacted prior to performing closure of USTs. City or local demolition permits may also be required. Some local Fire Prevention Bureaus do not allow USTs to be closed in place. Coordination should be made with local authorities prior to closing tanks in place.

Louisiana One Call (811 or 1-800-272-3020) must be notified at least 48 hours prior to conducting any excavation, soil borings, or ground-breaking activities. Consult www.laonecall.com for more information.

1.4 Use of LDEQ Certified Workers

Only LDEQ Closure Certified Workers may supervise a UST closure or change-in-service. LAC 33:XI.905.A.2 requires UST owners to ensure that the individual that exercises supervisory control over all closure-critical junctures is certified in accordance with LAC 33:XI.Chapter 13. The certified individual must be present at the site and must exercise responsible supervisory control during all closure-critical junctures of the closure process. LAC 33:XI.1303 defines closure-critical junctures as the process of cleaning/vapor removal, all subsurface sample collection events, and the process of removal of the tank or filling the tank with inert material. A list of LDEQ certified workers may be obtained from the UST Division – UST at (225) 219-3678 or from the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank click quick link Registrations and Permits. Under Certified Worker Information there is a link to the current list of certified workers).

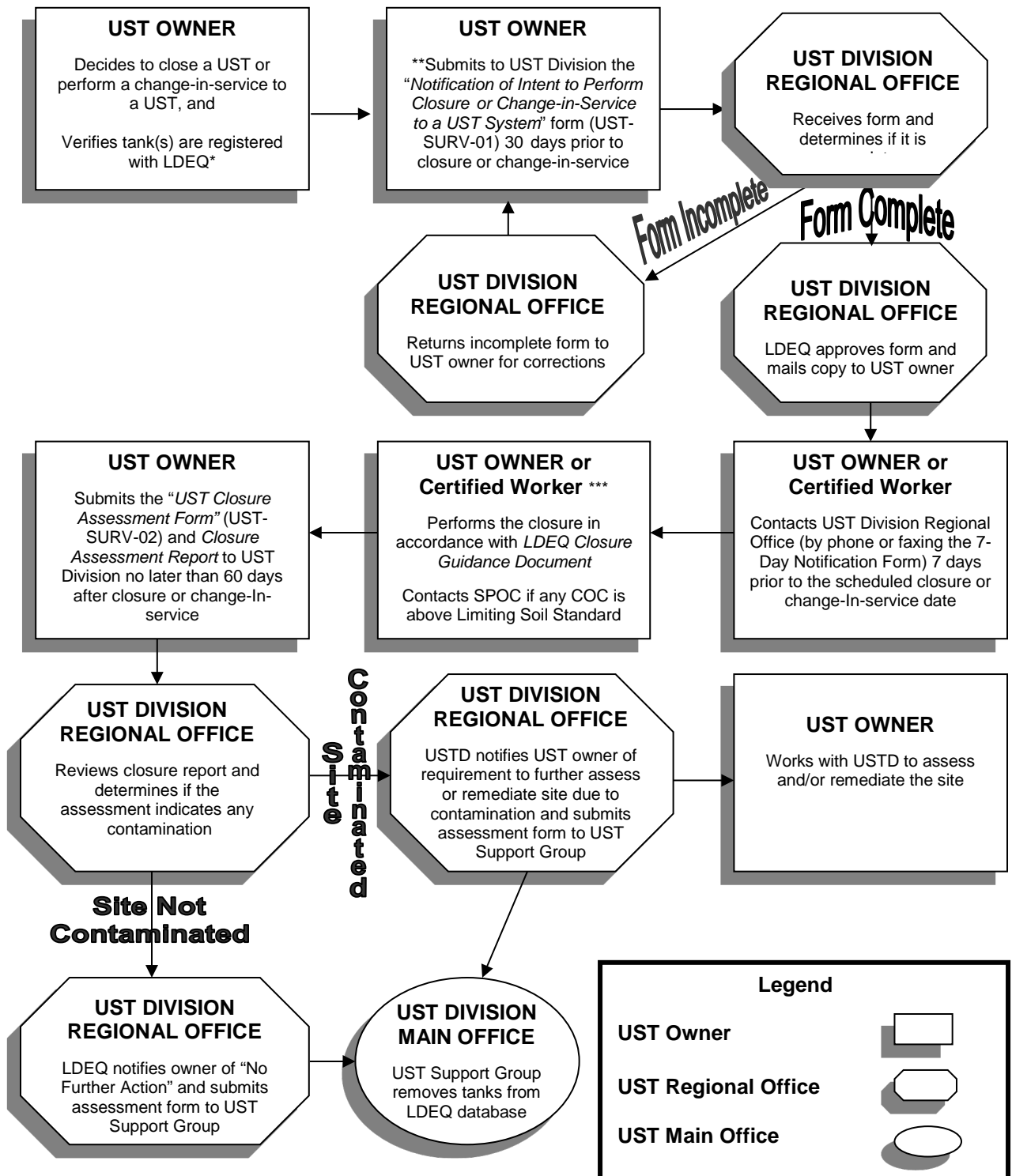
1.5 Closure Process Flowchart

The flowchart on the following page is a graphical representation of the UST closure or change-in-service process. It is presented to UST owners and persons performing UST closures or changes-in-service as an aid in understanding the

closure process and the LDEQ requirements. Referral to the flowchart can assist UST owners and contractors in determining where they are in the process.

CLOSURE/CHANGE-IN-SERVICE PROCESS FLOWCHART

What happens when a UST is closed or a UST change-in-service is performed?



* If the tanks are not registered, the UST owner must submit an "Underground Storage Tanks Registration" form (UST-REG-01) to LDEQ – UST Support Group.

** The 30-day period can be waived by UST Division Regional Office staff, allowing closures or changes-in-service sooner if extenuating circumstances exist.

*** If closure/change-in-service does not begin within 90 days after LDEQ approval, the UST-SURV-01 form must be re-submitted.

SECTION 2 – REPORTING REQUIREMENTS

2.1 Registration

Prior to performing a UST closure or change-in-service, the UST owner must verify that the UST system has been registered with LDEQ. Tank registration information can be verified by contacting the LDEQ UST at (225) 219-3702 or the appropriate UST Division Regional Office. Please be prepared to provide the facility's name and address, UST owner's name, and the LDEQ Agency Interest number if known at the time of the call. If the "Underground Storage Tank Registration" form (UST-REG-01) has not been filed, then the UST owner must submit the form and associated registration fees to the address provided on the most recent form. The UST-REG-01 form can be found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank Quick Link to UST Forms).

2.2 30-Day Notification Prior to Closure or Change-in-Service

LAC 33:XI.905.A specifies that the UST owner must submit the "Notification of Intent to Perform a Closure or Change-In-Service to an Underground Storage Tank System" form (UST-SURV-01). The UST-SURV-01 form must be submitted to the appropriate UST Division Regional Office for processing. UST Division Regional Office addresses and contact information can be found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank » UST Contact Information). The UST Division Regional Office will approve or reject the form and return a copy to the UST owner. **Forms that do not contain the signature of the owner, name of the contractor, or the name of the laboratory chosen to analyze the samples will be rejected.** Closure or change-in-service may proceed 30 days after the date of approval. This 30-day period can be waived by UST Division Regional Office staff, allowing closures or changes-in-service sooner if extenuating circumstances exist (expedited tank closure necessary due to contamination, tank found during a construction project, etc.). The submitted form becomes invalid if the closure or change-in-service is not initiated within 90 days after approval. A new form must be submitted if the owner/operator intends to perform the UST closure or change-in-service 90 days after approval.

The UST-SURV-01 Form can be obtained from the UST Division, any UST Division Regional Office, or the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank Quick Link to UST Forms).

2.3 7-Day Notification Prior to Closure or Change-in-Service

LAC 33:XI.905.A.1.b specifies that the UST owner must notify the appropriate UST Division Regional Office by fax, email, or telephone 7 days prior to the scheduled date of the UST closure or change-in-service. A representative designated by the UST owner or the certified closure contractor may make the

notification for the owner. In the event that all regional personnel are in the field at the time the telephone call is made, the Regional Office will accept a mailed or faxed notice provided on a completed UST-ENF-05 form (Appendix D). Failure to notify the UST Division Regional Office at least 7 days prior to implementing the closure is a violation of LAC 33:XI.905.A.1.b. UST Division regional inspectors may monitor closure-critical juncture activities at the site during closures and changes-in-service.

2.4 UST Closure Assessment Form and Report

2.4.1 General

LAC 33:XI.907.A specifies that the UST owner must submit the results of the closure assessment to LDEQ within 60 days following permanent closure or change-in-service. A completed Underground Storage Tank Closure/Assessment Form (UST-SURV-02) and a Closure Assessment Report that follows the format described on the following pages in the level of detail indicated must be submitted as the closure assessment results. Consistency in reporting will expedite LDEQ's review and response to the UST owner. **Two separate copies of the Closure Assessment Report must be submitted in a format no larger than 8 ½"x14"**.

The UST-SURV-02 form and Closure Assessment Report must be submitted to the appropriate UST Division Regional Office for processing. The UST Division Regional Office will approve or reject the form and report and will return a signed copy of the UST-SURV-02 form to the UST owner. UST-SURV-02 forms and Closure Assessment Reports that do not contain all of the required information will be rejected and returned to the UST owner for corrections or completion.

2.4.2 Underground Storage Tank Closure/Assessment Form

The UST Closure Assessment Form (UST-SURV-02) (Appendix E) must be filled out completely. If any sections do not apply, enter "N/A" and a brief explanation should be included. **The UST owner and the certified UST worker that supervised the closure or change-in-service activities must sign the form.**

The UST-SURV-02 Form can be obtained from the UST Division, any UST Division Regional Office, or the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank Quick Link to UST Forms).

2.4.3 Site Drawing


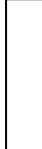
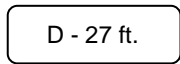

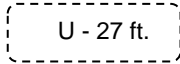
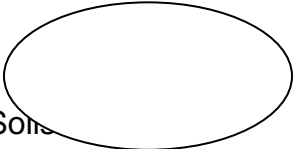
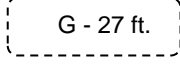
A site drawing, using the symbols identified below and **drawn to scale**, must include the following information:

1. General site layout
2. Tank locations, sizes, and the substance(s) stored
3. Dispenser locations

4. Depth to groundwater (if encountered)
5. Dimensions of the excavation (when excavation occurs)
6. North arrow
7. Nearby structures such as buildings, landmarks, streets, etc.
8. Sample locations – Identifiers must be placed on the map for each sample location, and those identifiers must match the analytical table provided for all samples (see Section 2.4.4)

Note: Sample identification on the drawing must match the label on each sample container and chain-of-custody record.

The following symbols are to be used in the site drawing. A sample site drawing can be found in Appendix F. A site drawing form template (UST-ENF-06) can be found in Appendix G and on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank Quick Link to UST Forms).

● T1 Indicates assigned sample number and location for Tank Sample #1	● BF1 Indicates assigned sample number and location for Backfill Sample #1	● D1 Indicates assigned sample number and location for Dispenser Sample #1	● A1 Indicates assigned sample number and location for Additional Sample #1
 Tank Area Hd	 Dispenser Island	 D - 27 ft. Indicates a 27 ft. diesel UST was <u>closed-in-place</u>	
	 Dispenser	 U - 27 ft. Indicates a 27 ft. used oil UST was <u>removed</u>	
 Excavated Soil		 G - 27 ft. Indicates a 27 ft. gasoline UST was <u>removed</u>	

2.4.4 Laboratory Analytical Results Table

A Laboratory Analytical Results Table in tabular format must be included with all Closure Assessment Reports. The Laboratory Analytical Results Table must include a sample identifier for every sample location. The following sample identifier must be used: “T” for tank native soil samples, “BF” for backfill samples, “D” for dispenser island samples, and “A” for any additional samples. The Laboratory Analytical Results Table must include each sample identifier and sample number, the date collected, the constituents analyzed, the sample depth, the concentration of each constituent analyzed in mg/kg units, the soil vapor screening concentrations for all samples or intervals measured, and the SPLP concentrations where applicable. See Appendix K for an example.

2.4.5 Laboratory Analytical Report and Chain-of-Custody

A copy of the final laboratory analytical report, including all sample results, QA/QC data and the chain-of-custody record, must be included in the Closure Assessment Report.

2.4.6 Manifests

A copy of all manifests, bills of lading or receipts for the disposition of the tank(s), tank contents, and contaminated soil and/or fluids must be included in the Closure Assessment Report.

2.4.7 Conveyance Notification

If a conveyance notification is filed (see Section 8.4), a copy must be included in the Closure Assessment Report.

2.5 Reporting Evidence of a Release

LAC 33:XI.707.A requires all owners, operators, employees, agents, contractors, or assigns having knowledge that evidence exists indicating a release from a UST system must report the contamination to the LDEQ **within 24 hours of discovery**. For UST closures, the UST owner or UST closure contractor must call LDEQ Single Point of Contact (SPOC) within 24 hours of discovery. Notification should also be made to the appropriate LDEQ UST Division Regional Office in order to discuss all options that are available to close the site.

If **any** of the constituents analyzed exceeds the **Limiting Soil Standard** listed in Appendix M, Column A, or if free-phase product is discovered during the closure, the UST owner or UST closure contractor must notify the LDEQ SPOC by either calling (225) 219-3640 or (225) 342-1234, reporting the incident on-line at <http://www.deq.louisiana.gov> (Online Services; Online Incident Reporting), or reporting the incident via email to spoc@la.gov.

In cases where a release results in an emergency condition, the release must be reported to LDEQ **immediately**, but in no case later than one hour, regardless of the amount released. LDEQ Notification Regulations (LAC 33:I.Chapter 39) define “emergency condition” as “any condition which could reasonably be expected to endanger the health and safety of the public, cause significant adverse impact to the land, water or air environment, or cause severe damage to property.” If an emergency condition occurs and no LDEQ representative is on-site, call the Louisiana State Police at (225) 925-6595 as soon as possible within the first hour of the emergency.

SECTION 3 – GENERAL CLOSURE GUIDELINES

3.1 General Information

The UST regulations (LAC 33:XI.907.A) require that UST owners measure for the presence of a release where contamination is most likely to be present at a UST site before permanent closure or change-in-service is completed. To do this, soil samples must be collected as described in Section 4 of this document. All samples must be collected and analyzed following the appropriate EPA SW-846 method as outlined in Section 7. All analytical results must be screened according to the UST Soil Screening Standards listed in Appendix M. The analytical results will be used to determine whether additional assessment or if soil or groundwater cleanup is required. Section 8 includes instructions on conducting additional analyses — synthetic precipitation leaching procedure (SPLP) and total petroleum hydrocarbon (TPH) fraction analysis — which can be applied in order to successfully close out a site. Section 8 also includes instructions on the use of conveyance notices whenever residual soil concentrations are between non-industrial and industrial screening standards.

3.2 Accredited Laboratories

All closure samples must be submitted to an accredited laboratory for analysis. A list of accredited laboratories is available on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Public Participation and Permit Support; Louisiana Laboratory Accrediation Program; Accredited Laboratories).

3.3 Ozone Action Days

It is recommended that vapor-freeing USTs and excavating at UST sites contaminated with volatile organic constituents should not take place on Ozone Action Days. During ozone season (May 1 – September 30), ozone forecasts can be found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Air Permits, Engineering and Planning » National Ambient Air Quality Standards » Ozone » Daily Ozone and PM2.5 Forecast). Any air quality condition categorized in the ozone forecast as “Unhealthy for Sensitive Groups”, “Unhealthy”, “Very Unhealthy”, or “Hazardous” is considered an Ozone Action Day. Specific air quality reports per region can be found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Air Permits, Engineering and Planning and clicking on the quick link ozone). UST contractors can receive up-to-date air quality information electronically via email, cell phone, or pager by subscribing to EnviroFlash found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Assessment » Air Field Services » Enviroflash).

3.4 Recommended Safety Practices

The purpose of this section is to encourage safe UST closure practices. Proper work practices will keep contractors, employees, passers-by, and the environment safe. LAC 33:XI.905.D requires following certain reference and guidance documents when cleaning and closing USTs. This section should be used for informational purposes only, as it does not contain all of the rules or reference documents required by LDEQ regulations. A list of industry codes and standards that are referenced in the UST regulations relating to closing USTs can be found in Appendix A.

3.4.1 Site Safety

All personnel working in the UST closure area should be familiar with the potential hazards and be aware of the appropriate health and safety measures needed to ensure a safe working environment. Employees must be advised of the chemical, physical, and toxicological properties of each substance that is known or expected to be present in the UST. Due to the nature of the flammable or combustible liquids stored in the UST, hazardous conditions should be expected to exist in the UST closure area.

Some recommended site safety practices are:

- Call Louisiana One Call (811 or 1-800-272-3020) at least 48 hours prior to any excavation activities. In 1988, the Louisiana Underground Utilities and Facilities Damage Prevention Law became effective. This law requires excavators and demolishers to call a regional notification center at least 48 hours before beginning work. It also requires owner/operators of underground facilities to mark locations or supply information that will enable excavators and demolishers to locate underground utilities and facilities.
- Observe any overhead obstructions or nearby buildings that may interfere with the UST closure.
- Keep the UST closure area free of all sources of ignition. Confirm that all electrical service going to, under, or through the UST closure area is disconnected.
- Plan a safe working area by providing sufficient space for workers and equipment. Erect and maintain brightly colored barricades around the work space. The American Petroleum Institute (API) recommends placing barricades 50 feet in all directions from the edge of the excavation where possible. Consider traffic flow when barricading your work space. Since many locations are open for business during UST closures, arrange barricades to direct traffic away from the work space.
- Keep a minimum of two fully charged fire extinguishers within easy reach of the work space. Make sure the fire extinguishers are adequate to extinguish chemical fires and provide proper training and use to workers.

- Make sure anyone entering the work space is wearing a brightly colored safety vest and is wearing OSHA Level D personal protective equipment.
- A site-specific Health and Safety Plan (HASP) should be prepared and kept on-site to address potential safety and health hazards encountered in the work space. The HASP should include emergency telephone numbers and locations of the nearest medical facilities. The HASP should designate a site safety and health supervisor who has the authority to stop the project should worker health or safety become jeopardized. The HASP should be reviewed with the workers prior to any site activities and should be evaluated and updated as changing conditions warrant.

3.4.2 Sloping or Shoring the Excavation

The UST closure should be conducted so that no one has to enter the excavation. Entry into an excavation is not only dangerous; it is also considered confined space entry. OSHA requires specific training for employees who must work in a confined space situation. A confined space is a space with limited ventilation, potential to accumulate or contain a hazardous atmosphere, exits that are not readily accessible, and not meant for continuous human occupancy. This includes excavations and trenches. If workers must occasionally enter an excavation, they should be properly trained in OSHA regulations for confined space entry and self-rescue. Compliance with all OSHA regulations for confined space entry and activities is required.

If workers are going to be working within the excavation, then sloping or shoring the excavation is required by OSHA. The OSHA Standard 29 CFR 1926.650-652 requires that employees in an excavation be protected from cave-ins.

There are four sloping options available:

1. Slope the excavation at an angle no steeper than 1½ feet horizontal to 1 foot vertical — expressed 1½:1 (1926.650-652, Subpart P, Appendix B).
2. Slope the excavation in accordance with the OSHA simplified soil classification system, which ranks soils according to their stability (1926.650-652, Subpart P, Appendices A and B).
3. Use a design created and sealed by a Louisiana registered professional engineer.
4. Use a site-specific design sealed by a Louisiana registered professional engineer.

An excavation that will be entered can be sloped ½:1, if it meets these criteria:

- the excavation is in Type A soil (the most stable soil type and is composed of cohesive clay, silty clay, clay loam, and sandy clay with an unconfined compressive strength of 1.5 tons per square foot or greater);
- the excavation will not be open more than 24 hours; and
- the excavation is no deeper than 20 feet.

Even in stable soils, however, if the excavation will be open longer than 24 hours, the sides must be sloped at least ¾:1.

Refer to the OSHA standard on excavation (29 CFR 1926, Subpart P) for more detailed guidance on sloping and shoring requirements.

3.4.3 Purging or Inerting the UST

All underground storage tanks must be emptied, cleaned, and purged or inerted prior to removing the tank from the excavation; prior to filling the tank with a solid, inert material; or prior to placing a non-regulated substance into the tank during a change-in-service.

Caution must always be exercised when handling or working around USTs that have stored flammable or combustible liquids.

Purging is the removal of flammable vapors from a tank. Inerting is the removal or displacement of oxygen from a tank. Both purging and inerting cause flammable vapors to be expelled from the tank.

Whether purging or inerting a UST, these recommended safety practices should be followed:

- Immediately before beginning work in the UST area or on the UST, check for vapor concentrations with a combustible gas indicator (CGI).
- Keep the UST closure area free of all sources of ignition. Vent all vapors at least 12 feet above grade and 3 feet above any adjacent roof lines.
- Dry ice (carbon dioxide [CO₂] in solid form) can be used to inert a UST. API recommends adding a minimum of 1½ to 2 pounds of dry ice per 100 gallons of tank capacity. The dry ice should be shaved or crushed and must be distributed evenly over the greatest possible area of the tank.
- Never enter a tank that has been inerted with CO₂ or nitrogen (N₂) as both of these methods will displace the oxygen inside the tank. If a tank has been inerted, a CGI will be misleading. Most CGI's require 10% by volume of oxygen to operate properly. Use an oxygen indicator to assess a tank that has been inerted. Be extremely careful when using an inert gas to displace the oxygen inside a tank. Inerting can affect the work space by displacing the oxygen outside the tank also.

- When inerting, the only way to know that a tank is safe for removal is to verify with an oxygen meter that the oxygen level in the tank is below 5%.
- Never use exhaust gas from an internal combustion engine to inert a tank.
- Ground all equipment and use low air or gas pressures to prevent a buildup of static electricity.
- Never discharge a CO₂ fire extinguisher into tanks containing a flammable vapor and air mixture.
- Never let the pressure inside a tank exceed 5 pounds per square inch gauge (psig) when introducing compressed air or gases.
- Flammable vapors can regenerate inside a UST even after purging or inerting. Check often for vapor concentrations with a CGI.

For more specific information of purging or inerting a UST, refer to API Publication 1604 and NFPA Publication 30.

3.4.4 Testing Equipment

The tank atmosphere and the excavation area must be tested regularly for flammable or combustible vapor concentrations until the tank is removed from the site.

- A **properly calibrated** combustible gas indicator (CGI) or explosion meter must be used.
- The person doing the testing must be completely familiar with the instrument and what the readings represent.
- Always test the environment for oxygen content first to be sure you can rely on the instrument. CGI's are inaccurate if a tank atmosphere contains less than 10% oxygen, as would happen if you inert a tank.
- If a tank is inerted, use an oxygen indicator to determine the oxygen concentration. Readings that show a tank to be oxygen-deficient should be safe. A fire needs air with at least 11% oxygen to burn.
- Do not take readings through a drop tube.
- Take readings at each end and in the middle of the tank and at a minimum of three levels in the tank: the bottom, center, and top.
- Readings of less than 10% of the lower explosive limit (LEL) must be obtained before a tank is safe to remove from the ground.

3.5 UST System Removal and Labeling

Unless permanently closing a UST system in place, all tanks and piping must be removed from the ground. Ensure that all residues remaining in the tanks and piping are removed and prevented from reaching the soil. Tanks and piping must be emptied and purged or inerted prior to removing from the ground. Plug any openings in the tank, leaving a 1/8 inch hole to prevent over-pressuring due to temperature changes.

Tanks must be labeled prior to removing from the site. API recommends the following information:

- TANK HAS CONTAINED LEADED GASOLINE (use applicable designation, i.e., GASOLINE, LEADED GASOLINE, DIESEL, USED OIL)
- NOT VAPOR-FREE
- NOT SUITABLE FOR STORAGE OF FOOD OR LIQUIDS INTENDED FOR HUMAN OR ANIMAL CONSUMPTION
- DATE OF REMOVAL: MONTH/DAY/YEAR

Tanks that have held leaded gasoline, or if the history is unknown, should also be clearly labeled with the following information:

- TANK HAS CONTAINED LEADED GASOLINE
- LEAD VAPORS MAY BE RELEASED IF HEAT IS APPLIED TO THE TANK SHELL

Tanks should be cut up, crushed, or removed from site as soon as possible. Always retest the tank to ensure that the LEL level is below 10% or the oxygen level is below 5% before the tank leaves the site. Be sure the tank is properly secured before transporting.

3.6 UST Disposal and UST Re-Use

Tanks must be properly disposed in accordance with all applicable federal, state, and local regulations when they are no longer suitable for storing flammable or combustible liquids.

Tanks that are removed from the ground can only be re-used as underground storage tanks if they are recertified by the manufacturer and meet the secondary containment requirement outlined in LAC 33:XI.303.

Approval from the State Fire Marshal or Local Fire Prevention Bureaus should be obtained prior to re-using tanks as aboveground storage tanks.

Tanks that stored gasoline cannot be used as drainage culverts or for storing food or liquids intended for human or animal consumption.

Either a proof of disposal or a bill of sale when transferring ownership is required in the UST Closure Assessment Report.

3.7 Closing UST Systems in Place

Underground storage tanks should only be closed in place whenever removal would potentially damage adjacent equipment or structures or may be physically impossible. Another factor to consider is whether or not excavation is required in order to remediate contamination from the site. An explanation for closing tanks in place should accompany the UST-SURV-01 Form.

Tanks must be emptied and cleaned prior to closing in place. All product, liquids, and accumulated sludge must be removed from the tank(s) and must be properly recycled or disposed. Once the tank has been determined vapor free, filling the tank with a solid inert material through openings in the top of the tank can begin. It is important to fill the tank completely with a solid inert material, such as concrete or sand. After the tank is filled with solid inert material, all tank openings must be covered, plugged, or capped. If excavation was required around the tank to locate tank openings, then the excavation should be backfilled. Disconnect and remove the vent line(s) if accessible. If the vent lines are not accessible, remove the portion above the surface and cap both ends.

When closing UST systems in place, the product piping must be rendered unusable. Piping can be rendered unusable by removing as much piping as possible or filling as much of the piping as possible with a solid inert material. Any accessible piping should be capped.

If laboratory analytical results indicate that further corrective action is warranted, the UST owner, property owner, UST closure contractor, and USTD staff should discuss all available remediation and closure options prior to closing in place.

3.8 Sample Collection Procedures

3.8.1 General Requirements

The importance of using good sampling procedures cannot be overstated. Sample handling should not result in cross-contamination or loss of contaminants. Since gasoline and some other petroleum products consist largely of volatile organic compounds, special care in the sample collection is required due to the high potential for loss of these volatile compounds from the sample. EPA SW-846 Method 5035 must be followed when collecting samples for volatile analysis.

All samples must be collected in the container specified by EPA SW-846 protocol for the appropriate analytical method (Section 7). **Samples should be received**

by the laboratory within 24 hours of collection to ensure that the recommended holding times are not exceeded.

Written documentation in the form of a chain-of-custody record must accompany all samples from the time of collection to the time of delivery to the lab. The possession or custody of samples must be traceable from the time of collection until the time the sample is submitted to the laboratory for analysis. The sample containers must be either secured to prevent tampering and placed in a designated, secured area or kept in the actual physical possession of the sampler.

If chain-of-custody procedures are not followed, the integrity of the samples is compromised and the analysis is considered invalid.

3.8.2 Sample Labeling

The sampler must label the sample container with a sample tag (usually an adhesive label) using waterproof ink at the time of sample collection. The sample tag must include the following information:

1. Sample identification
2. Collection date and time
3. Analysis required
4. Sampler's initials

Note: The sample identification on the site drawing must match the label on the sample container.

3.8.3 Chain-of-Custody Record

A chain-of-custody record must be completed for all samples that will be analyzed by the laboratory. This record must be filled out in the field at the time of sampling. The chain-of-custody must accompany the samples as they are transferred to the laboratory. Upon transfer of the samples, each person handling the samples must sign, date, and note on the record the time they received the samples.

Each chain-of-custody record must include:

1. Sample identification
2. Name and address of the site
3. Date and time of sample collection
4. Location of each sample
5. Number of samples
6. Analysis to be performed
7. Comments or remarks section (e.g., field conditions)
8. Appropriate places for signatures of sampler and person(s) assuming custody of sample and the identification of common carriers

Completed chain-of-custody records must be submitted for all samples and included with the UST Closure/Assessment report.

SECTION 4 – CLOSURE SAMPLE LOCATIONS

4.1 General Requirements

The goal of collecting and analyzing UST system closure samples is to determine if contamination exists at a UST site as accurately as possible while at the same time minimizing the number of samples necessary to achieve this stated purpose. Properly assessing the site is not only protective of the environment, but protects the current property owner, any future property owners, and any users of the property as well.

UST closure samples can be collected during UST system excavation and removal (Section 4.2) or from soil borings conducted prior to UST system removal or closing UST systems in place (Section 4.3). Although the sample numbers and locations described in this document are the minimum number of samples necessary, they are not intended to substitute for the conditions that may exist at the site. Professional judgment is necessary in order to properly assess and evaluate a site in order to determine if a release has occurred. UST owners may elect to collect additional investigation samples if the initial closure samples appear contaminated in order to identify the vertical and horizontal extent of contamination.

Any areas of obvious contamination must be included in the sampling, and additional samples beyond those specified in this document may be required at the discretion of the Department in order to ensure protection of human health and the environment.

Proposed sample locations that differ from those outlined in this document should be requested from LDEQ prior to the submittal of the UST-SURV-01 form, and must be included with its submittal. Approval of the proposed sampling locations must be received from the appropriate UST Division Regional Office prior to initiation of closure activities.

4.1.1 Soil Vapor Screening

Soil vapor screening can be used in order to reduce the number of samples submitted for analysis as described in the following sections. If soil vapor screening is utilized, in order to properly evaluate sample locations soil vapor screening must be conducted on every sample location identified in Sections 4.2 and 4.3 utilizing a photoionization detector (PID), a flame ionization detector (FID), or any other instrument capable of evaluating organic soil vapors. Soil vapor analyzers must be properly calibrated and maintained. LDEQ field inspectors may check calibration documentation and operation of soil vapor analyzers. If any soil vapor analyzer is determined not to be functioning properly or not properly calibrated, all soil sample locations identified in Sections 4.2 or 4.3 must be analyzed. If soil vapor screening is utilized, the soil vapor concentrations for each sample location or interval measured must be listed on the Laboratory Analytical Results Table as described in Section 2.4.4.

4.2 Closure Samples Collected During Excavation and Removal

When tanks are closed by excavation and removal, samples can be collected either with or without conducting soil vapor screening. Soil samples must be collected from both backfill and native soil immediately after each tank is removed. Native soil samples should be collected from a depth of approximately one foot into the native soil below each tank. Backfill samples can be collected directly below each tank as indicated, or all backfill may be removed from the excavation and stockpiled. If all backfill is removed and stockpiled, follow Section 4.2.5, Backfill Sampling Procedures and Locations. Sampling of pea gravel backfill is not required unless the pea gravel is visibly saturated with product.

4.2.1 Closure Sample Locations for Tanks Less Than 7 Feet Long

One closure sample per tank must be collected in native soil from beneath the center of each tank (Figure 1).

One backfill sample must be collected in backfill beneath each end of each tank (2 samples per tank; see Figure 1).

If groundwater is encountered, one closure sample must be collected in native soil from opposite sidewalls at the soil-groundwater interface (2 samples per tank hold; see Figure 2).

If groundwater is encountered, one discrete backfill sample from three separate locations approximately one foot within the backfill stockpile must be collected (3 samples from backfill; see Figure 2).

If soil vapor screening is utilized, collect soil samples from the same locations as stated above. Conduct soil vapor screening on the soil samples and submit the one closure sample for analysis that exhibits the highest soil vapor concentration and the one backfill sample for analysis that exhibits the highest soil vapor concentration for each tank (2 samples per tank).

FIGURE 1

Tanks Less Than 7 Feet Long
(When Groundwater Is Below the Excavation)

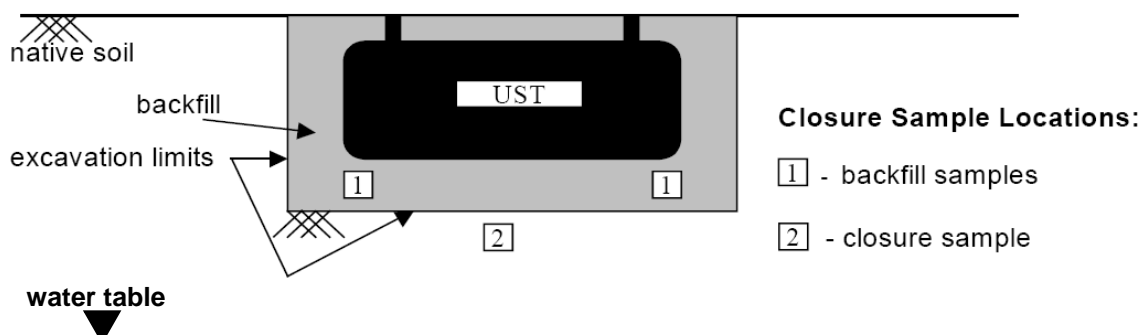
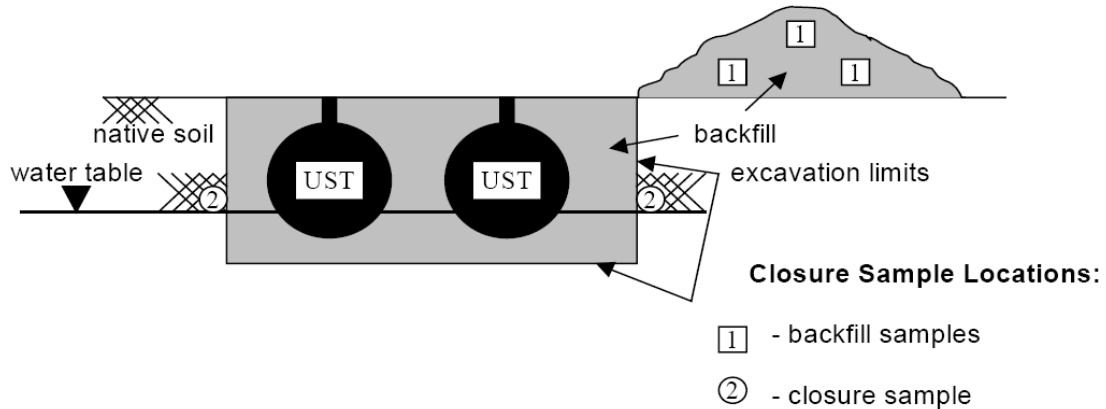


FIGURE 2

**Tanks Less Than 7 Feet Long
(When Groundwater Is Within the Excavation)**



4.2.2 Closure Sample Locations for Tanks 7–35 Feet Long

One closure sample must be collected in native soil from beneath each end of each tank (2 samples per tank; see Figure 3).

One backfill sample must be collected in backfill from beneath each end of each tank (2 samples per tank; see Figure 3).

If groundwater is encountered, collect one closure sample in native soil at each end of each tank at the soil–groundwater interface (2 samples per tank; see Figure 4).

If groundwater is encountered, collect one discrete backfill sample from three separate locations approximately one foot within the backfill stockpile (3 samples from backfill; see Figure 4).

If soil vapor screening is utilized, collect soil samples from the same locations as stated above. Conduct soil vapor screening on the soil samples and submit the one closure sample for analysis that exhibits the highest vapor concentration and the one backfill sample for analysis that that exhibits the highest vapor concentration for each tank (2 samples per tank).

4.2.3 Closure Sample Locations for Tanks Greater Than 35 Feet Long

Sample locations for tanks greater than 35 feet long will be addressed on a site-by-site basis. Proposed sample locations should be requested from LDEQ prior to the submittal of the UST-SURV-01 form, and must be included with its submittal. Approval of the proposed sampling locations must be received from the appropriate UST Division Regional Office prior to initiation of closure activities.

FIGURE 3

Tanks 7–35 Feet Long
(When Groundwater Is Below the Excavation)

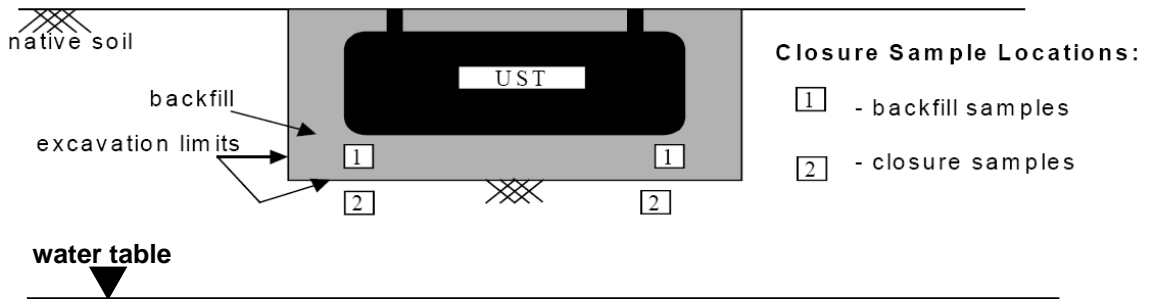
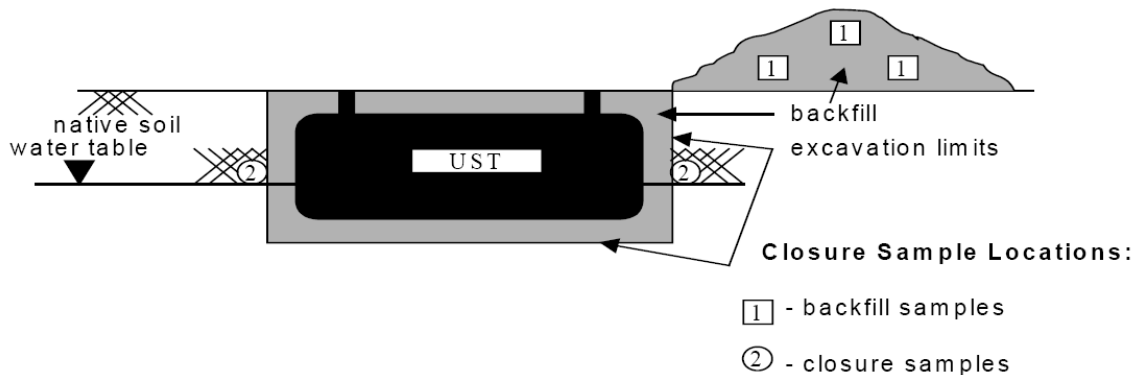


FIGURE 4

Tanks 7–35 Feet Long
(When Groundwater Is Within the Excavation)



4.2.4 Dispenser Sample Procedures and Locations

Soil samples must be collected below each dispenser that is taken out of service. Closure samples are not required to be collected below dispensers that remain in service.

One closure sample must be collected in native soil from beneath each dispenser at either the backfill–native soil interface or at a depth not greater than one foot below the base of the piping trench (1 sample per dispenser; see Figure 5).

If groundwater is encountered, collect one closure sample in native soil from beneath each dispenser at the soil–groundwater interface (1 sample per dispenser; see Figure 6).

For dispensers that are located within five feet of each other, soil vapor screening may be utilized to minimize dispenser sample numbers. Collect soil samples under each dispenser as described above and conduct soil vapor screening on each sample. Submit the one closure sample for analysis that exhibits the highest vapor concentration from the dispenser samples that are located within five feet of each other.

If dispensers are located directly above tanks within the perimeter of the tank hold, dispenser samples are not required if the tanks are being removed.

FIGURE 5

Dispenser Sample Locations

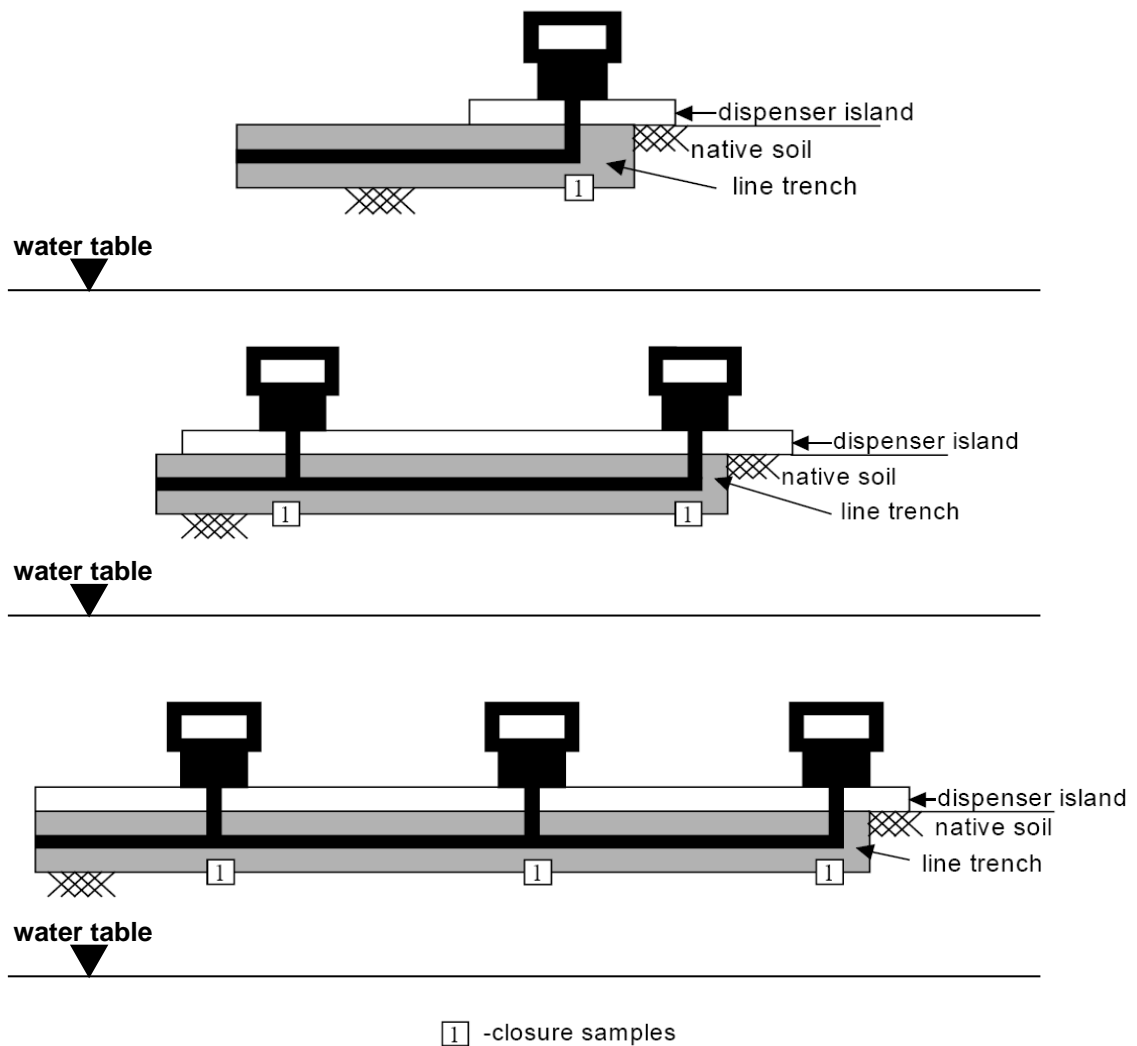
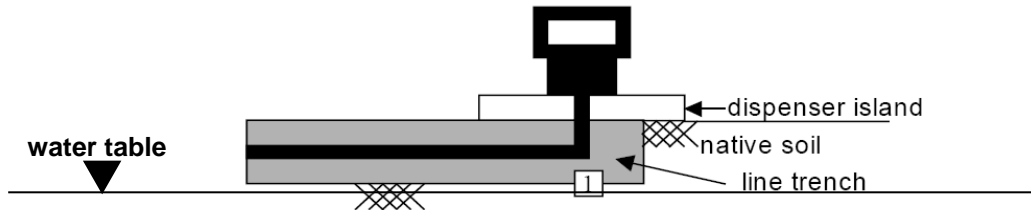


FIGURE 6

**Dispenser Sample Locations
(When Groundwater Is Encountered)**



4.2.5 Backfill Sample Procedures and Locations

Backfill samples are required for all closures performed by excavation unless the backfill is removed and disposed at an acceptable landfill. If excavated backfill is to be disposed at an acceptable landfill, sampling may be required if Motor Fuel UST Trust Fund reimbursement is applied for. If groundwater is not encountered, backfill samples can either be collected as described in Figures 1 and 3, or all of the backfill can be excavated from the tank hold and backfill samples collected from the stockpile as described below. If groundwater is present in the excavation, then backfill samples must be collected from the stockpile as described in Figures 2 and 4 and below.

A minimum of three backfill samples are required for backfill stockpile sampling. Samples shall be collected as soon as possible but no later than four hours after the backfill is excavated. Backfill stockpile samples should be collected at a point at least one foot into the stockpile, and obviously contaminated areas must be sampled.

All potentially contaminated soils stored on-site must be placed on and covered with an impervious material. Measures shall be taken to prevent any surface runoff from entering into or washing away from the stockpile. For safety reasons, all excavated areas should be filled or adequately secured from the public as soon as possible.

Sampling of pea gravel backfill is not required unless the pea gravel is visibly saturated with product.

4.3 Closure Samples Collected From Soil Borings

UST closure samples may be collected utilizing boring equipment capable of producing samples that meet the appropriate sampling protocol. The equipment used to advance soil borings shall consist of hollow stem auger, solid stem auger, direct push technology, or other methods approved by LDEQ. Hand augers may be allowed if samples collected are not intended for volatile organic analysis or if site conditions make other methods impractical. All investigation derived wastes (cuttings, water, etc.) must be collected and properly disposed in accordance with applicable LDOTD and LDEQ regulations.

Soil borings should be installed as close to the edges of the tank hold area as possible, but in no case greater than 5 feet from the tank edge unless groundwater is present and native soil samples cannot be collected at the groundwater interface within five feet from the tank. The required number of tank closure samples is based on the length of the tank hold as described in Sections 4.3.1 to 4.3.4 below.

When sampling soil, undisturbed continuous samples are to be collected from each boring location to determine the vertical depth of impact. At a minimum, sampling shall continue until at least one foot below the base of the nearest UST.

Only native soil samples are required to be collected for analysis during soil boring assessments. If backfill is encountered and is visibly contaminated, backfill samples should be submitted for analysis also. If a UST system assessed by the soil boring method is removed at a later date instead of being closed in place, backfill sampling may be required at that time if the backfill was not addressed in the soil boring sampling.

4.3.1 Tank Hold Lengths Less Than 10 Feet

Collect one closure sample in native soil from either the two sides of the tank hold or the two ends of the tank hold at a depth of one foot below the base of the tank, for a total of 2 samples (Figures 7 and 8).

If groundwater is encountered, collect one closure sample in native soil from either the two sides of the tank hold or the two ends of the tank hold at the soil–groundwater interface.

If soil vapor screening is utilized, collect one closure sample in native soil from the two-foot interval that exhibits the highest vapor concentration from each soil boring. Submit the one closure sample that exhibits the highest vapor concentration collected from opposing borings for analysis. For example, in Figures 7 and 8, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 1 is required to be submitted for analysis.

If two or more intervals in one boring have equally elevated soil vapor concentrations, submit the deeper interval for analysis.

FIGURE 7

Tank Hold Lengths Less Than 10 Feet

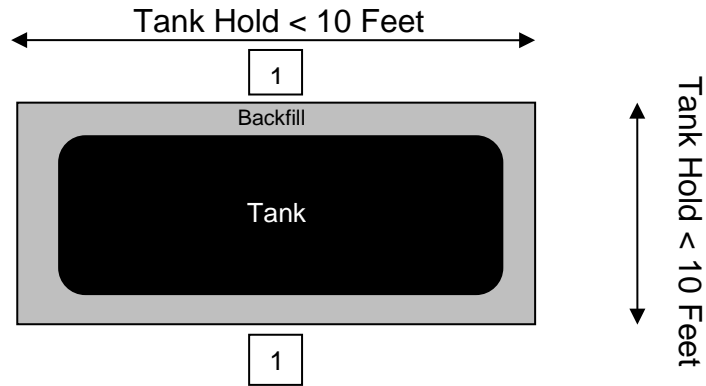
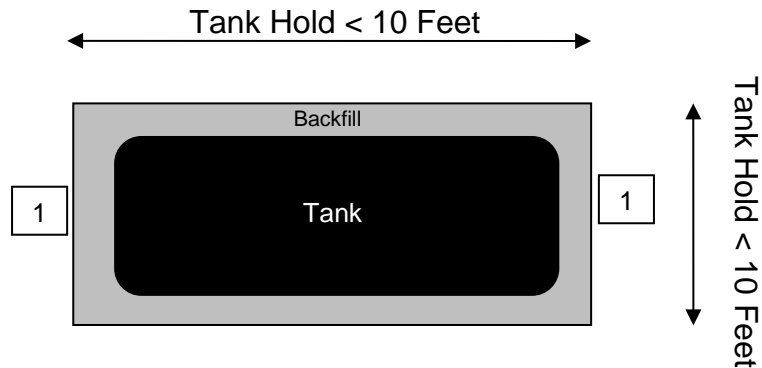


FIGURE 8

Tank Hold Lengths Less Than 10 Feet



4.3.2 Tank Hold Lengths 10 Feet to Less Than 35 Feet

Collect one closure sample in native soil from each of the four sides of the tank hold at a depth of one foot below the base of the tank (Figure 9).

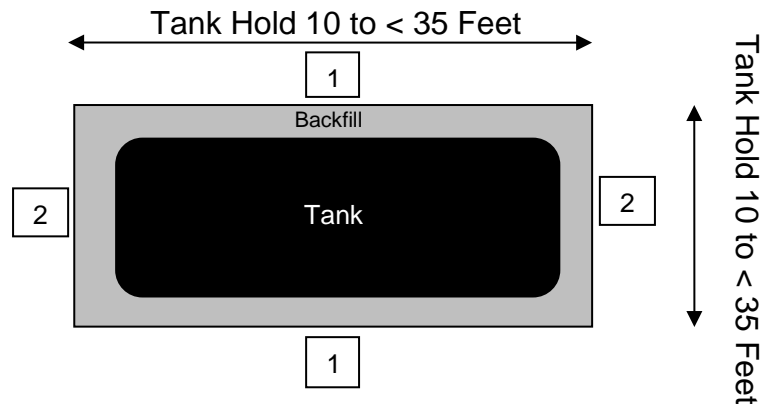
If groundwater is encountered, collect one closure sample in native soil from each of the four sides of the tank hold at the soil-groundwater interface.

If soil vapor screening is utilized, collect one closure sample in native soil from the two-foot interval that exhibits the highest vapor concentration from each soil boring. Submit the one closure sample that exhibits the highest vapor concentration collected from opposing borings for analysis. For example, in Figure 9, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 1 and the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 2 are required to be submitted for analysis.

If two or more intervals in one boring have equally elevated soil vapor concentrations, submit the deeper interval for analysis.

FIGURE 9

Tank Hold Lengths 10 to Less Than 35 Feet



4.3.3 Tank Hold Lengths 35–70 Feet

For tank hold lengths 35–70 feet, advance two soil borings per side and collect one closure sample from each boring in native soil at a depth of one foot below the base of the tank (Figures 10 and 11).

If groundwater is encountered, collect one closure sample in native soil from each boring at the soil–groundwater interface.

If soil vapor screening is utilized, collect one closure sample in native soil from the two-foot interval that exhibits the highest vapor concentration from each soil boring. Submit the one closure sample that exhibits the highest soil vapor concentration from the two borings from each side for analysis. For example, in Figure 10, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 1, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 2, and the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 3 are required to be submitted for analysis.

Also for example, in Figure 11, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 1, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 2, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 3, and the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 4 are required to be submitted for analysis.

If two or more intervals in one boring have equally elevated soil vapor concentration values, submit the deeper interval for analysis.

FIGURE 10

Tank Hold Lengths 35–70 Feet

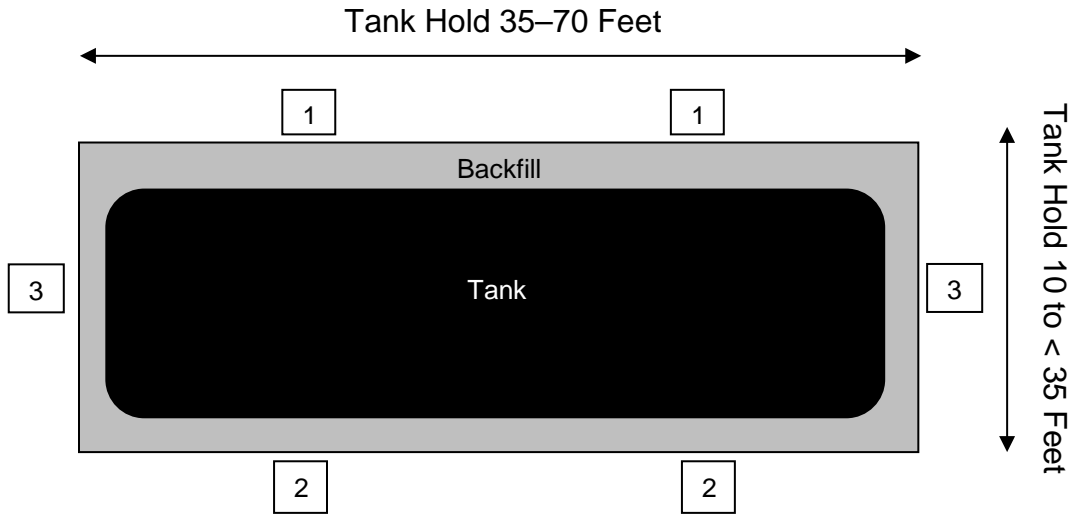
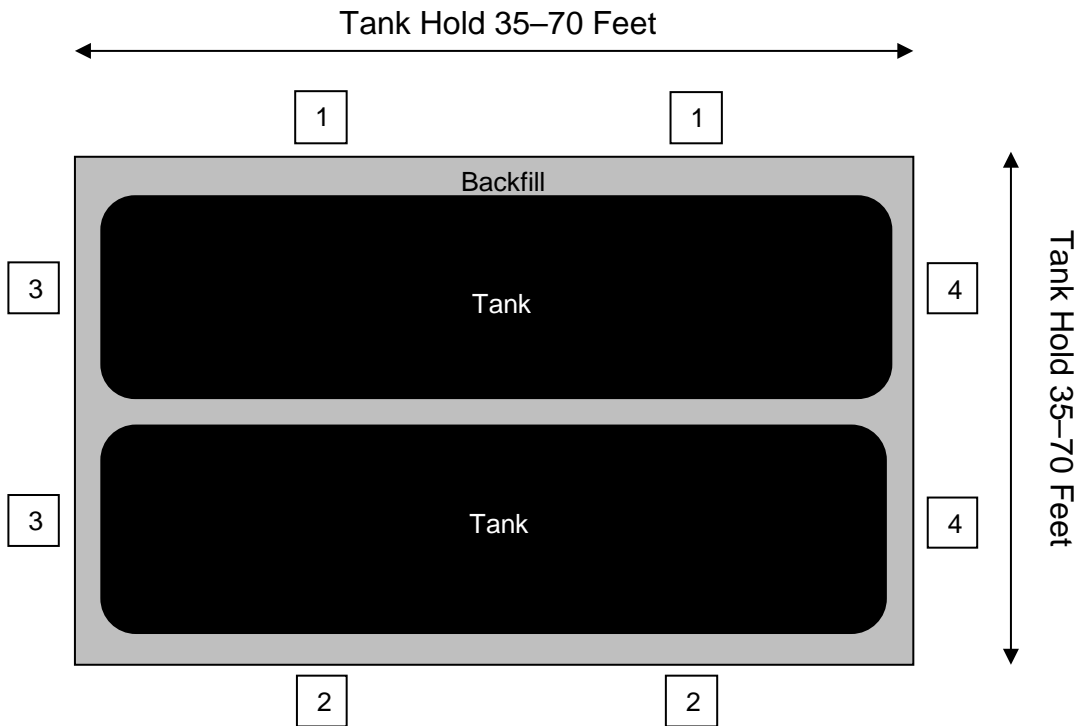


FIGURE 11

Tank Hold Lengths 35–70 Feet



4.3.4 Tank Hold Lengths Greater Than 70 Feet

For tank hold lengths greater than 70 feet, advance three soil borings per side and collect one closure sample from each boring in native soil at a depth of one foot below the base of the tank (Figure 12).

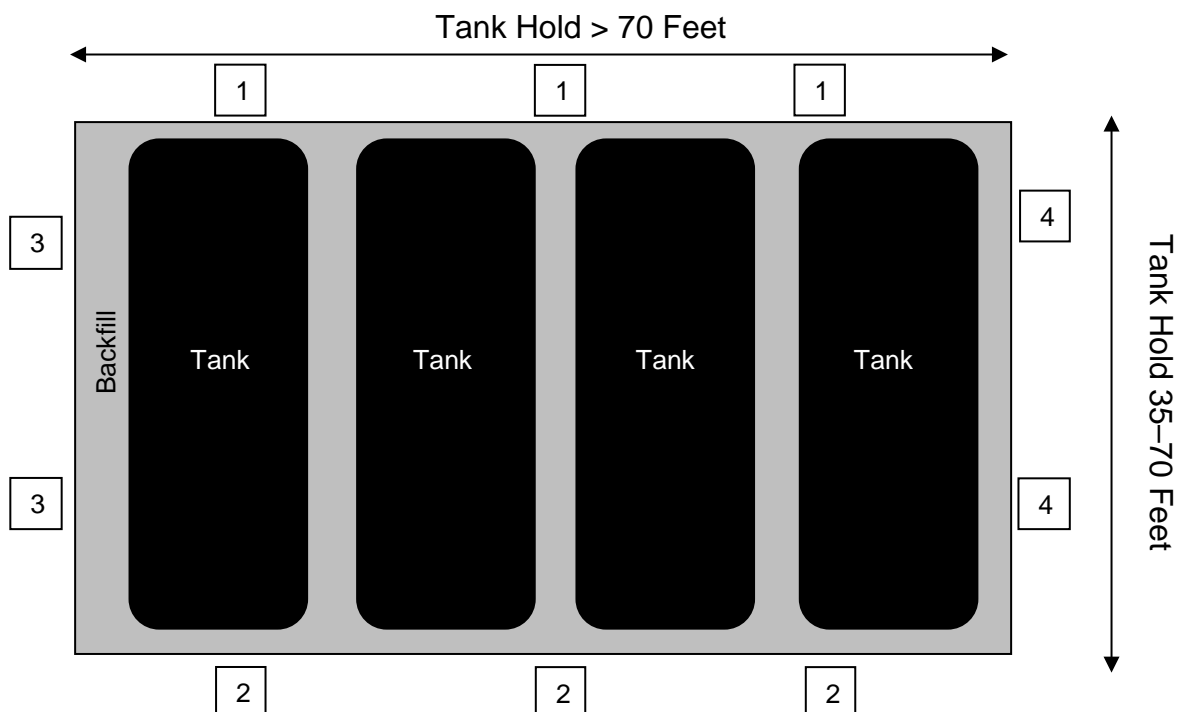
If groundwater is encountered, collect one closure sample in native soil from each boring at the soil-groundwater interface.

If soil vapor screening is utilized, collect one closure sample in native soil from the two-foot interval that exhibits the highest vapor concentration from each boring. Submit the two closure samples that exhibit the highest soil vapor concentrations from the three borings from each side for analysis. For example, in Figure 12, the two sample intervals exhibiting the highest soil vapor concentrations from the three borings labeled number 1, the two sample intervals exhibiting the highest soil vapor concentrations from the three borings labeled number 2, the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 3, and the one sample interval exhibiting the highest soil vapor concentration from the two borings labeled number 4 are required to be submitted for analysis.

If two or more intervals in one boring have equally elevated soil vapor concentration values, submit the deeper interval for analysis.

FIGURE 12

Tank Hold Lengths Greater Than 70 Feet



4.3.5 Dispenser Samples Collected From Soil Borings

Advance soil borings as close to each dispenser as possible but not greater than five feet from the dispenser. Soil borings should continue to a depth at least one foot below the base of the piping trench. One closure sample must be collected in native soil from beneath each dispenser at either the backfill–native soil interface or at a depth not greater than one foot below the base of the piping trench (1 sample per dispenser; see Figure 13).

If groundwater is encountered, collect one closure sample in native soil from the boring at the soil–groundwater interface (1 sample per dispenser).

If soil vapor screening is utilized, collect one closure sample in native soil from the two-foot interval that exhibits the highest vapor concentration from each boring (1 sample per dispenser). If dispenser sample locations are located within five feet of each other, submit the one closure sample that exhibits the highest vapor concentration of the sample locations located within five feet of each other for analysis (Figure 14). For multiple dispensers that are all within five feet of one another, a minimum of one sample is required for every two dispensers.

If dispensers are located directly above the tanks and tanks are being removed, no discrete dispenser samples are required as long as the dispensers are located within the perimeter of the tank hold.

FIGURE 13
Dispenser Sample Locations

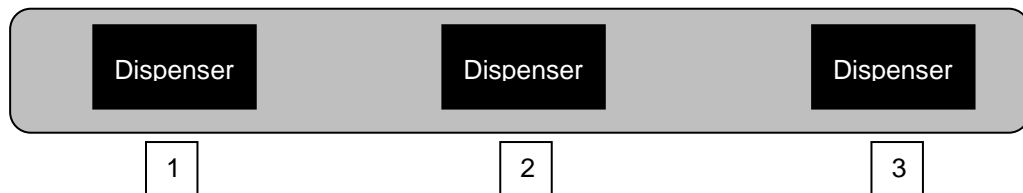
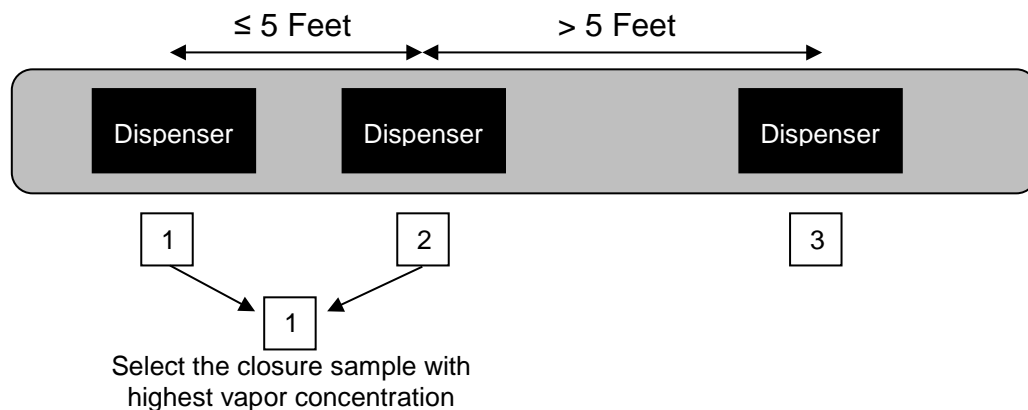


FIGURE 14
Dispenser Sample Locations



SECTION 5 – SAMPLE LOCATION DEVIATIONS

5.1 General Requirements

There are many instances where special circumstances dictate deviations from the sample location or sample results screening requirements outlined in this document. Whenever any of the conditions listed below or any other special circumstances are encountered, consult with the appropriate LDEQ UST Division Regional Office prior to performing the closure.

5.2 Excavating Contamination During UST System Closures

There may be instances where a UST owner may want to expeditiously remediate a UST site during the closure phase, or may want to excavate the existing tank hold after a UST removal in order to install a new UST system. If contamination appears to be present, a limited excavation may be conducted. If excavation is performed during the closure phase after the tank and/or dispenser removal, collecting closure samples at the locations and depths outlined in Section 4 may not be appropriate. Whenever excavation takes place, samples must be collected in the same manner and locations as specified in Section 4, except the sample depth would now be at the base of the excavation. If excavation extends horizontally to remove contaminated material, samples must be collected at each sidewall that is excavated. Soil vapor screening may be used to eliminate sample numbers at the discretion of the UST Division representative overseeing the closure.

Although closure samples in the locations and depths specified in Section 4 may not be appropriate to close the site, analytical results may be required for Motor Fuel UST Trust Fund eligibility determinations.

5.3 Previously Contaminated UST Sites or Sites Currently Undergoing Remediation

There may be instances when UST systems will be permanently closed at a site that has had a previous release. There are many factors that LDEQ will take into consideration when a UST system closure is conducted. Several factors that are considered include if the previous release is currently under remediation, if it has been granted a No Further Action decision, the location of previous assessment borings and type of analyses performed, and whether the tanks have or have not been in use since the previous release.

Whenever UST closures are performed at previously contaminated sites, the UST owner and closure contractor should consult with the LDEQ UST Division Regional Office staff well in advance of the closure and prior to the submittal of the UST-SURV-01 form. The appropriate UST Division Regional Office staff, UST owner, property owner, certified closure contractor, the site's remediation Team Leader, and the Response Action Contractor, if applicable, should discuss site specifics well in advance of the closure.

Sites such as these will be handled by LDEQ on a case-by-case basis, but as a general rule, the following may apply:

- Certain closure samples may be eliminated for areas previously assessed if the tanks did not contain product since the previous release (for example, if only the dispenser islands were previously assessed, then only tank hold samples would be required during the closure).
- Closure samples may be eliminated altogether if the tanks were taken out of service and remained out of service since the previous release and all of the closure sample locations outlined in Section 4 were previously assessed.
- None of the closure sample locations may be eliminated if the tanks were in use since the previous release.
- Analytical results for the closure samples collected may be screened against already established site-specific RECAP standards.
- UST closure samples may not need to be collected if the site is currently contaminated with free-phase product.

5.4 UST Sites Contaminated With Free-Phase Product

The purpose of collecting UST closure samples is to determine if the UST site needs further assessment and/or remediation. Sites that have free-phase product will need remediation and further assessment once the free-phase product has been removed.

Whenever free-phase product is discovered at a UST site, either during the closure or prior to the closure, some closure samples may not need to be collected.

Whenever the presence of free-phase product is known prior to the closure, coordination must be made between the UST owner, property owner, certified closure contractor, appropriate LDEQ UST Division Regional Office staff, the sites remediation Team Leader, and the Response Action Contractor, if applicable, to discuss site specifics well in advance of the closure.

If free-phase product is discovered during a UST closure, immediate notification must be made to LDEQ by following the procedures outlined in Section 2.5 of this document. In addition, free-product removal must begin as soon as practicable in accordance with LAC 33:XI.715.E.

SECTION 6 – TEMPORARY CLOSURE ASSESSMENT REQUIREMENTS

6.1 Temporary Closure Requirements

Temporary Closure is defined in LAC 33:XI.103 as “the temporary removal from service of a UST.” Anytime a UST system is taken out of service, LDEQ considers this tank to be in temporary closure.

For UST systems that have been upgraded with corrosion protection and have been in temporary closure for more than 24 months, LAC 33:XI.903.D requires UST owners or operators to perform a site assessment in accordance with LAC 33:XI.907. The reference to LAC 33:XI.907 requires the sampling locations of the site assessment to be consistent with the UST closure-in-place site assessment sampling requirements outlined in Section 4 of this document.

Proposed sample locations that differ from those outlined in this document must be requested from LDEQ prior to performing the assessment. Approval of the proposed sampling locations must be received from the appropriate UST Division Regional Office prior to initiation of the assessment.

The 24-month site assessment is required only one time as long as the UST system remains empty of product. If the tanks are never returned into service and are permanently closed at a later date, the 24-month site assessment sampling can be used as permanent closure sampling as long as the tanks have remained empty during temporary closure. Additional permanent closure samples may be required if any contamination discovered during permanent closure was not identified during the temporary closure site assessment.

The UST owner, property owner, and contractor performing the assessment should coordinate performance of the 24-month temporary closure assessment with the appropriate LDEQ UST Division Regional Office. LDEQ UST Division Regional Office addresses and contact information can be found on the LDEQ website at <http://www.deq.louisiana.gov> (DIVISIONS » Underground Storage Tank and Remediation Division » Underground Storage Tank » UST Contact Information).

The special considerations outlined in Section 5 of this document should be taken into consideration prior to performing the 24-month temporary closure site assessment. Also, in order to prevent damage to UST systems that may be used in the future, installing soil borings at distances greater than 5 feet from the tank and dispenser edges is allowed.

A 24-Month Temporary Closure Assessment Report must be submitted to the appropriate LDEQ UST Division Regional Office within 60 days of performing the assessment and must include all of the information specified in Section 2.4 of this document, with the exception that the UST Closure Assessment Form is not required until the UST system is permanently closed.

SECTION 7 – SAMPLE ANALYSES

Samples must be analyzed for the product last stored in the UST in the greatest quantity. However, if evidence of a leak from a previously stored product is suspected, the samples should be analyzed for that substance also. The table below indicates the required analyses associated with the product stored in the UST. Enough sample volume must be collected at each sample location to allow for PAH and/or metals analysis on the highest TPH-DRO or TPH-ORO sample. Enough sample volume must also be collected at each sample location to allow for SPLP and TPH Fraction analyses. For substances not listed below, contact the UST Division Regional Office prior to sampling.

PRODUCT STORED	SAMPLE MEDIA	ANALYSES REQUIRED	EPA SW-846 ANALYTICAL METHODS ¹	HOLDING TIMES
Gasoline	Soil	BTEX	8015, 8021, 8260, 8261	48 hours or 14 days
	Soil	MTBE	8015, 8260, 8261	48 hours or 14 days
	Soil	Lead ²	6010, 6020, 6200, 6800, 7000, 7010	180 days
	Soil	TPH-GRO (C ₆ - C ₁₀)	8015	48 hours or 14 days
Diesel	Soil	TPH-DRO (C ₁₀ - C ₂₈)	8015	14/40 days
	Soil	PAH ³	8100, 8270, 8275, 8310	14/40 days
Used Oil	Soil	TPH-ORO (C _{>28})	8015	14/40 days
	Soil	Total Metals ⁵	6010, 6020, 6200	28/28 days ⁴
	Soil	PAH ⁵	8100, 8270, 8275, 8310	14/40 days
Kerosene, Jet Fuel	Soil	TPH-GRO (C ₆ - C ₁₀)	8015	48 hours or 14 days
	Soil	TPH-DRO (C ₁₀ - C ₂₈)	8015	14/40 days
Hazardous or Other Substances	Soil	Analyze by approved method for the substance stored or primary constituent		
SPLP	Soil	Volatiles	Extraction: 1312, Analysis: 8260	14/14
SPLP	Soil	Semi-Volatiles	Extraction: 1312, Analysis: 8270	14/40
SPLP	Soil	Total Metals	Extraction: 1312, Analysis: 6010	28/28 days ⁴

¹Use most recent EPA SW-846 update of the selected method. The selected method should be capable of detecting the limiting soil standard.

²Required if facility dispensed gasoline prior to 1/1/86.

³Analyze only on TPH-DRO sample exhibiting highest concentration.

⁴Based on holding time for Mercury (28 days)

⁵Analyze only on TPH-ORO sample exhibiting highest concentration.

BTEX - Benzene, Toluene, Ethylbenzene, and Total Xylenes

TPH - Total Petroleum Hydrocarbons (GRO-Gasoline Range Organics, DRO-Diesel Range Organics, ORO-Oil Range Organics)

MTBE - Methyl tert-butyl ether

SPLP - Synthetic Precipitation Leaching Procedure

Total Metals - Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver

PAH - Polynuclear Aromatic Hydrocarbons (Acenaphthene, Acenaphthylene, Anthracene, Benz(a)anthracene, Benzo(a)pyrene,

Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, Fluoranthene, Fluorene, Indeno(1,2,3-cd)pyrene,

2-Methylnaphthalene, Naphthalene, Phenanthrene, Pyrene)

48 hours or 14 days - Volatile organic compounds have either a 48 hour or 14 day holding time depending on the Method 5035 option selected.

14/14 - Samples extracted within 14 days and extracts analyzed within 14 days following extraction.

14/40 - Samples extracted within 14 days and extracts analyzed within 40 days following extraction.

28/28 - Samples extracted within 28 days and extracts analyzed within 28 days following extraction.

SECTION 8 – SAMPLE RESULTS INTERPRETATION

8.1 General Information

Sample results must be compared to the UST Soil Screening Standards included in Appendix M. These standards are based on LDEQ's Risk Evaluation/Corrective Action Program (RECAP). If **all** of the measured concentrations of the constituents of concern (COC) for each sample analyzed are less than the Limiting Soil Standards (Appendix M, Column A), the UST Closure/Assessment Report shall be submitted to LDEQ. If **any** of the COCs exceed the Limiting Soil Standards, notify LDEQ SPOC and the appropriate UST Division Regional Office within 24 hours, following the procedures outlined in Section 2.5. If **any** of the COCs exceed the Limiting Soil Standards, further evaluation is required. Further evaluation can consist of additional analysis (TPH Fraction and/or SPLP analysis), limited excavation or placing institutional controls on the property. If the site cannot be closed using one of the methods outlined in this section, then the site will be further evaluated for corrective action by LDEQ UST Division.

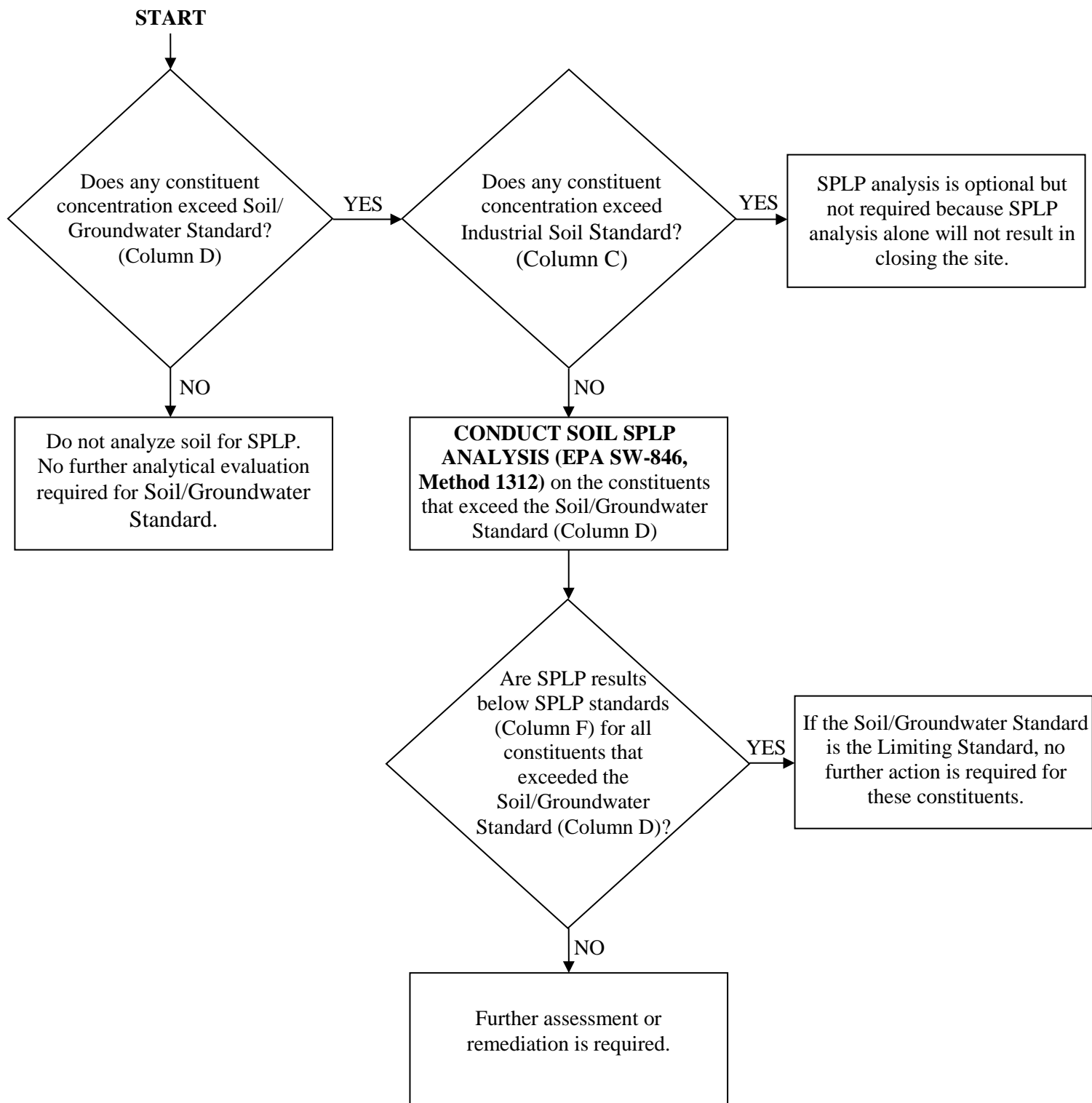
8.2 Synthetic Precipitation Leaching Procedure (SPLP)

If the soil/groundwater standard (Appendix M, Column D) is the Limiting Soil Standard (Appendix M, Column A), then Synthetic Precipitation Leaching Procedure (SPLP), EPA SW-846, Method 1312, must be used to possibly eliminate the soil to groundwater pathway and allow the soil to be evaluated with a less stringent limiting standard. As stated in Section 7 above, enough sample volume must be collected at each sample location to allow for SPLP analysis. SPLP analysis is only required on the one sample with the highest concentration per constituent of concern. If the SPLP laboratory result for the constituent is less than the SPLP standard (Appendix M, Column F), then the contaminated soil is not considered to be leaching to groundwater and is therefore protective of groundwater. When the SPLP laboratory result for the constituent is less than the SPLP standard, the limiting soil standard then becomes either the non-industrial soil standard (Appendix M, Column B) or the industrial soil standard (Appendix M, Column C). Refer to the SPLP Decision Flowchart for guidance on performing SPLP analysis (Figure 15).

If the soil to groundwater pathway is eliminated (sample results are either below the soil/groundwater standard or the SPLP analysis results are below the SPLP standard), then the non-industrial soil standard becomes the Limiting Soil Standard. The site may be closed to either the non-industrial or the industrial soil standard, as explained in Section 8.4 below. If any contamination levels above the SPLP standard remains, the site will be referred to LDEQ UST Division for further evaluation.

FIGURE 15

SPLP Decision Flowchart



8.3 Total Petroleum Hydrocarbon (TPH) Fraction Analysis

If the Total Petroleum Hydrocarbon (TPH) mixture (TPH-GRO, TPH-DRO, and/or TPH-ORO) concentration exceeds the respective TPH Limiting Soil Standard, then analyzing for TPH fractions is required. As stated in Section 7 above, enough sample volume must be collected at each sample location to allow for TPH fraction analysis. TPH fraction analysis is only required on the sample that exhibits the highest specific TPH mixture concentration. For example, if sample concentrations are above the Limiting Screening Standard for both TPH-GRO and TPH-DRO, conduct TPH fraction analysis on the one sample that exhibits the highest TPH-GRO concentration and the one sample that exhibits the highest TPH-DRO concentration. If the cumulative TPH mixture concentrations exceed 10,000 mg/kg, contact the appropriate UST Division Regional Office prior to conducting fractionation analysis.

The analytical methods suggested for the identification of the designated hydrocarbon fractions include the Massachusetts Department of Environmental Protection's VPH/EPH (volatile petroleum hydrocarbons/extractable petroleum hydrocarbon) Method and the Texas Commission on Environmental Quality Method 1006. When requesting these analyses, the data user must specify that the carbon ranges to be reported match those found in Table 1 below, and that the results be reported on a "wet-weight" basis.

If TPH fractionation data and TPH mixture data have both been collected at an AOI and the two data sets yield different conclusions concerning management of the AOI, then management decisions shall be based on the fractionation data since the fractionation method yields more specific information regarding the TPH constituents present and thus more accurately characterizes site conditions. Refer to the TPH Fraction Decision Flowchart for guidance on analyzing for TPH fractions (Figure 16).

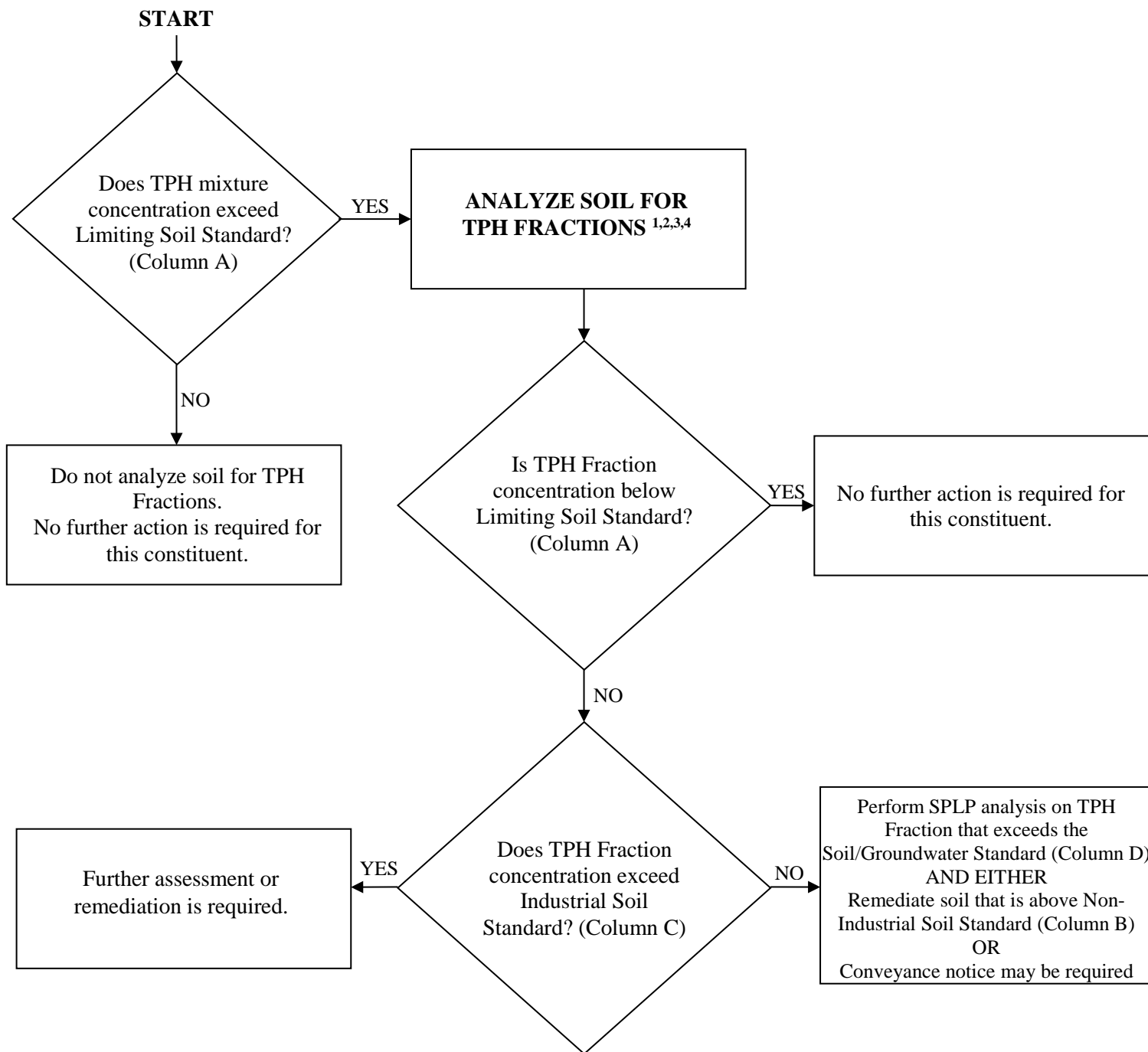
Table 1: Appropriate Hydrocarbon Fractions for Hydrocarbon Mixtures

Indicator Compound	TPH-GRO C _{>6} - C ₈ (Purgeable)	TPH-DRO C ₁₀ - C ₂₈ (Extractable)	TPH-ORO C _{>28} (Extractable)
Aliphatics C _{>6} - C ₈	X		
Aliphatics C _{>8} - C ₁₀	X		
Aliphatics C _{>10} - C ₁₂		X	
Aliphatics C _{>12} - C ₁₆		X	
Aliphatics C _{>16} - C ₃₅		X	X
Aromatics C _{>8} -	X		

C ₁₀			
Aromatics C _{>10} - C ₁₂		X	
Aromatics C _{>12} - C ₁₆		X	
Aromatics C _{>16} - C ₂₁		X	
Aromatics C _{>21} - C ₃₅			X

FIGURE 16

TPH Fraction Decision Flowchart



Notes:

1. Suggested analytical methods:
 - a. Massachusetts Department of Environmental Protection VPH/EPH (Volatile Petroleum Hydrocarbons/Extractable Petroleum Hydrocarbon) Method
 - b. Texas Commission on Environmental Quality Method 1006
2. Data user must specify that the carbon ranges to be reported match those in Section 8.3, Table 1
3. Results must be reported on a "wet-weight" basis
4. TPH fraction analysis is only required on the sample that exhibits the highest specific TPH mixture concentration

8.4 Conveyance Notice Filing

A conveyance notice meets the requirements of an institutional control in accordance with RECAP, Section 2.17, and is a legal instrument recorded in the parish conveyance records for the subject property. A conveyance notice filing is required for properties that have residual soil contamination with constituent concentrations that exceed non-industrial soil standards but are less than industrial soil standards. If the constituent concentrations in the residual soil contamination do not exceed non-industrial soil standards, then a conveyance notice filing is not required.

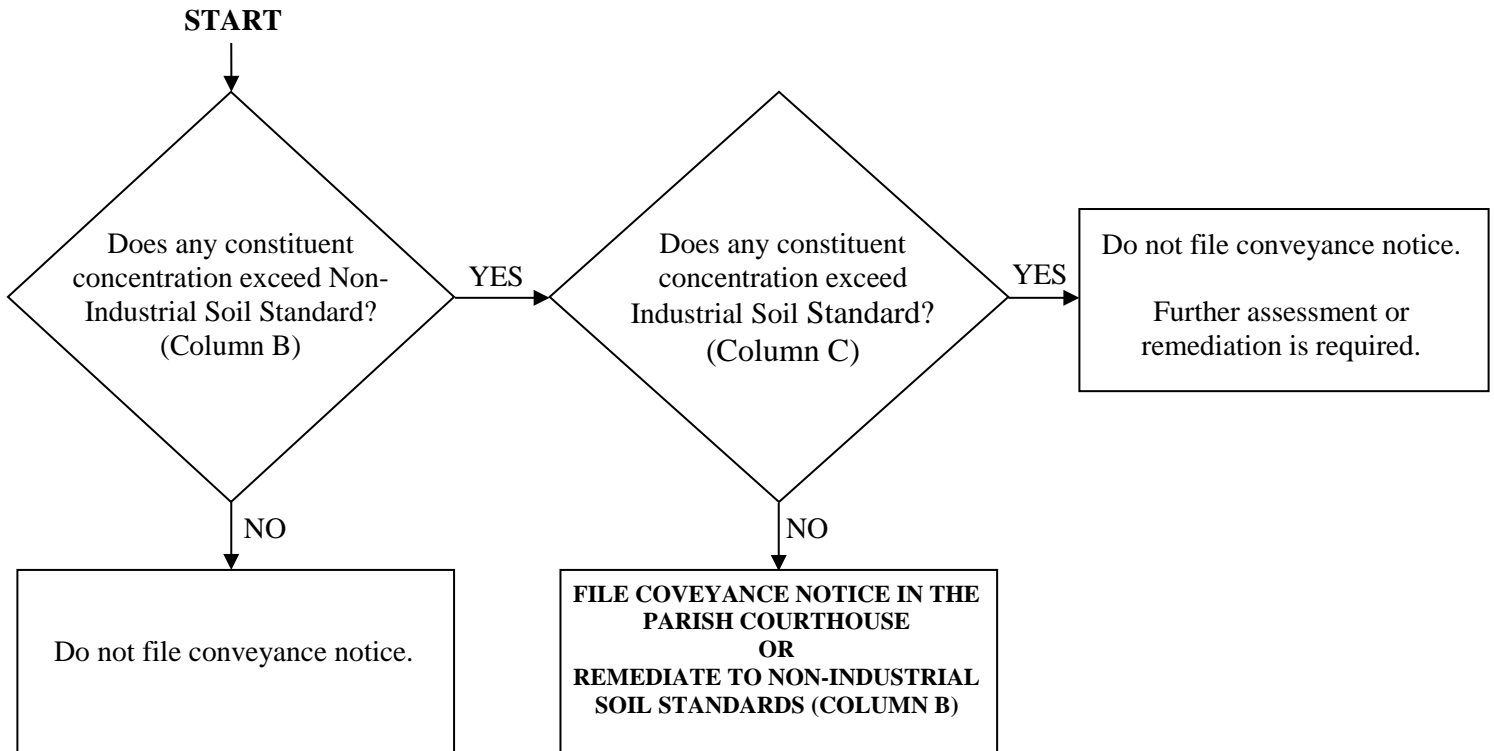
Should the UST owner and property owner choose to close the site to the industrial soil standard, any contaminated soil exceeding the industrial soil standard must be remediated to the industrial soil standard and the site can then be closed by filing a conveyance notice. If any contamination levels above the industrial soil standards remain, the site will be referred to LDEQ UST Division for further evaluation. Refer to the Conveyance Notice Decision Flowchart for guidance on filing a conveyance notice (Figure 17).

If a conveyance notice is going to be used in lieu of remediating to non-industrial soil standards, the property owner must be consulted prior to filing the conveyance notice. The draft conveyance notice must be submitted to the UST Division Regional Office for review and approval prior to filing the notice at the appropriate Parish Courthouse. The conveyance notice must be completed and filed at the appropriate Parish Courthouse within 60 days of the closure. Contact the appropriate UST Division Regional Office to determine if conveyance notice filing is appropriate and to request additional time if needed.

A sample Conveyance Notification Form Letter is included in Appendix I.

FIGURE 17

Conveyance Notice Decision Flowchart



8.5 Enclosed Structure Evaluation

An enclosed structure is defined as an occupied (or potentially occupied) structure on a slab foundation that has a roof and walls on all sides which prevent the free exchange of indoor air with outdoor (ambient) air. If an enclosed structure is located within 10 feet of a UST system soil sampling location, then the residual soil constituent concentration may be further evaluated using the enclosed structure soil standards. This evaluation will be determined on a site-specific basis by LDEQ UST Division.

SECTION 9 – CONTAMINATED SOIL RE-USE OR DISPOSAL

9.1 General Information

Contaminated soil generated during UST closure activities must be managed properly. Contaminated soil must be either returned to the tank hold, re-used either on-site or off-site, or properly disposed. Contaminated soil that is returned to the tank hold where it originated must be managed using the UST Soil Screening Standards outlined in this document.

9.2 Contaminated Soil Re-Use

Whenever contaminated soil is re-used on-site at a different location other than where it originated or re-used at an off-site location, the Soil Re-Use section in the latest edition of LDEQ's Risk Evaluation/Corrective Action Program (RECAP) must be followed.

9.3 Contaminated Soil Disposal

Contaminated soil that is disposed is subject to solid and hazardous waste regulations. Non-hazardous contaminated soil may be disposed at solid waste disposal facilities permitted to receive industrial solid waste. A list of Louisiana industrial solid waste facilities can be found in Appendix L. Contaminated soil that has been determined to be hazardous must be disposed at a hazardous waste disposal facility. Contact the appropriate disposal facility to determine the applicable waste profile requirements. For information about hazardous waste accumulation time, transporters, disposal, and disposal facilities, contact the appropriate LDEQ Regional Office Surveillance Division.

SECTION 10 – CONTAMINATED WATER DISCHARGE OR DISPOSAL

10.1 General Information

Contaminated water may be generated during tank cleaning activities and during tank hold de-watering activities. Contaminated water generated during any UST closure activity must be managed properly. Contaminated water may be discharged if a water discharge permit is obtained or properly disposed.

10.2 Water Discharge Permit

A permit from LDEQ Permits Division must be obtained prior to discharging ground or surface waters which have accumulated in the tank hold. Contact the Permits Division, Municipal and General Permits Section at (225) 219-3181 for information regarding water permits.

10.3 Contaminated Water Disposal

Tank wash water generated during tank cleaning operations or water that accumulates in a tank hold can be recycled at an appropriate recycling facility. Contaminated water not destined for recycling is subject to solid and hazardous waste regulations.

Non-hazardous contaminated water may be disposed at solid waste disposal facilities permitted to receive industrial solid waste. A list of Louisiana industrial solid waste facilities can be found in Appendix L. Contaminated water that has been determined to be hazardous must be disposed at a hazardous waste disposal facility. Contact the appropriate disposal facility to determine the applicable waste profile requirements. For information about hazardous waste accumulation time, transporters, disposal, and disposal facilities, contact the appropriate LDEQ Regional Office Surveillance Division

SECTION 11 – RECORD KEEPING

The owner and operator must **keep permanent records** of the UST closure and should document the UST closure procedure. Permanent records include:

- DEQ approved “*Notification of Intent to Perform a Closure or Change-In-Service to an Underground Storage Tank*” (UST-SURV-01) form
- DEQ approved “*Underground Storage Tank Closure/Assessment Form*” (UST-SURV-02) and all accompanying documents/records, such as site drawings, analytical results, manifests, conveyance notice, etc.
- all correspondence with DEQ
- photographs of the tank closure activities (recommended)

APPENDIX A

Recommended Industry Codes and Standards for Underground Storage Tank Closure or Change-in-Service

“Removal and Disposal of Used Underground Storage Tanks”
American Petroleum Institute Recommended Practice 1604

“Cleaning Petroleum Storage Tanks”
American Petroleum Institute Publication 2015

“Interior Lining of Underground Storage Tanks”
American Petroleum Institute Publication 1631

American Petroleum Institute
12220 L Street, Northwest,
Washington, D. C. 20005
(202) 682-8000

“Criteria for a Recommended Standard...Working in Confined Space”

The National Institute for Occupational Safety and Health
Superintendent of Documents
U.S. Government Printing Office
Washington, D. C. 20402

“Flammable and Combustible Liquids Code”
NFPA 30

“Code for Motor Fuel Dispensing Facilities and Repair Garages”
NFAP 30A

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

“29 Code of Federal Regulations (CFR) 1926 Subpart P – Excavations”

<http://www.osha.gov>

APPENDIX B
Underground Storage Tank Division Regional Office Contact
Information and Map Showing Parishes Covered by Regional
Offices

Southeast Regional Office (SERO)
201 Evans Road, Bldg. 4, Suite 420
New Orleans, LA 70123
(504) 736-7701
Fax (504) 736-7702

Northeast Regional Office (NERO)
1823 Hwy 546
West Monroe, LA 71292
(318) 362-5439
Fax (318) 362-5448

Bayou Lafourche Office (BLRO)
(BLRO is a sub-office of SERO)
110 Barataria Street
Lockport, LA 70374
(985) 532-6206
Fax (985) 532-9945

Kisatchie Central Office (KCRO)
(KCRO is a sub-office of NERO)
402 Rainbow Drive, Bldg 402
Pineville, LA 71360
(318) 487-5656
Fax (318) 487-5927

Capital Regional Office (CRO)
Attn: UST Division – Surveillance Process
P. O. Box 4313
Baton Rouge, LA 70821
(225) 219-3768
Fax (225) 325-8223

Northwest Regional Office (NWRO)
1525 Fairfield Avenue, Room 520
Shreveport, LA 71101
(318) 676-7476
Fax (318) 676-7573

Acadiana Regional Office (ARO)
111 New Center Drive
Lafayette, LA 70508
(337) 262-5584
Fax (337) 262-5593

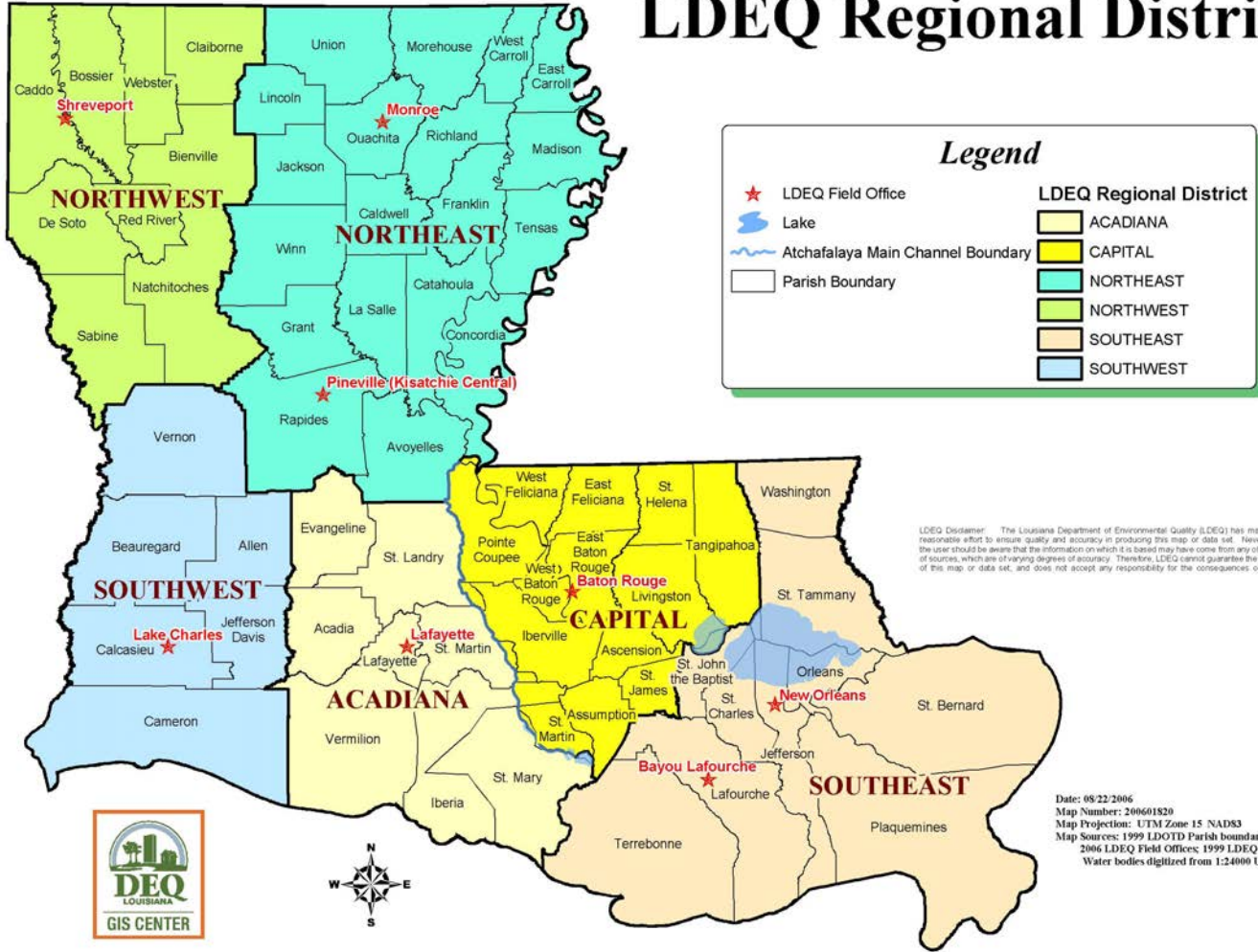
Southwest Regional Office (SWRO)
1301 Gadwall St.
Lake Charles, LA 70615
(337) 491-2667
Fax (337) 491-2682

*Addresses are subject to change. Check the LDEQ website for current UST Division Regional Office addresses, phone numbers and contacts (www.deq.louisiana.gov).

APPENDIX B

Underground Storage Tank Division Regional Office Contact Information and Map Showing Parishes Covered by Regional Offices

LDEQ Regional Districts



LDEQ Disclaimer: The Louisiana Department of Environmental Quality (LDEQ) has made every reasonable effort to ensure quality and accuracy in producing this map or data set. Nevertheless, the user should be aware that the information on which it is based may have come from any of a variety of sources, which are of varying degrees of accuracy. Therefore, LDEQ cannot guarantee the accuracy of this map or data set, and does not accept any responsibility for the consequences of its use.

Date: 09/22/2006
 Map Number: 200601820
 Map Projection: UTM Zone 15 NAD83
 Map Sources: 1999 LDOTD Parish boundaries;
 2006 LDEQ Field Offices; 1999 LDEQ Regional Districts;
 Water bodies digitized from 1:24000 USGS DRGs

APPENDIX C

Notification of Intent to Perform a Closure or Change-in-Service to an Underground Storage Tank System Form

Please complete and return thirty (30) days prior to permanent UST system closure or change-in-service.

Return: LDEQ- UNDERGROUND STORAGE TANKS DIVISION Appropriate Regional Office See attached mailing list or USTD Submittal info @ www.deq.louisiana.gov Questions: (225) 219-3181		DEQ Facility Number _____ DEQ AI Number _____																								
I. OWNERSHIP OF TANKS		II. LOCATION OF TANKS																								
IF OWNER'S ADDRESS CHANGED, PLEASE CHECK <input type="checkbox"/>		IF SAME AS SECTION I. PLEASE CHECK <input type="checkbox"/>																								
OWNER NAME (CORPORATION/INDIVIDUAL, ETC.) _____		FACILITY NAME OR COMPANY SITE IDENTIFIER _____																								
MAILING ADDRESS _____		STREET ADDRESS (P. O. BOX NOT ACCEPTABLE) _____																								
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____																									
PARISH/COUNTY _____ ()		PARISH _____ ()																								
TELEPHONE (INCLUDE AREA CODE) _____		TELEPHONE (INCLUDE AREA CODE) _____																								
NAME OF CONTACT _____		CONTACT PERSON AT THIS LOCATION _____																								
III. TANK INFORMATION																										
DATE SCHEDULED FOR CLOSURE/REMOVAL OR CHANGE-IN-SERVICE _____																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">DEQ ASSIGNED TANK NUMBERS</th> <th style="width: 25%;">SIZE OF TANK (GALLONS)</th> <th style="width: 25%;">PRODUCT LAST STORED IN TANK</th> <th style="width: 25%;">DEQ ASSIGNED TANK NUMBERS</th> <th style="width: 25%;">SIZE OF TANK (GALLONS)</th> <th style="width: 25%;">PRODUCT LAST STORED IN TANK</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DEQ ASSIGNED TANK NUMBERS	SIZE OF TANK (GALLONS)	PRODUCT LAST STORED IN TANK	DEQ ASSIGNED TANK NUMBERS	SIZE OF TANK (GALLONS)	PRODUCT LAST STORED IN TANK																			ATTACH CONTINUATION SHEETS IF NECESSARY	
DEQ ASSIGNED TANK NUMBERS	SIZE OF TANK (GALLONS)	PRODUCT LAST STORED IN TANK	DEQ ASSIGNED TANK NUMBERS	SIZE OF TANK (GALLONS)	PRODUCT LAST STORED IN TANK																					
IV. TANK CLOSURE INFORMATION																										
A. If the tank(s) are to be closed in place, indicate cleaning method and the type of fill material to be used: _____																										
B. Name of UST Certified Worker _____ Certificate No. _____																										
C. Name of Contracting Company _____																										
D. Name of laboratory to conduct sample analysis _____																										
FORMS THAT INCLUDE "TO BE DETERMINED" OR "UNKNOWN" AS A RESPONSE WILL BE REJECTED																										
V. CERTIFICATION																										
I certify that the above information is correct to the best of my knowledge and that the appropriate UST Regional Office will be contacted seven days prior to performing the UST system closure or change-in-service. I agree if closure or change-in-service of the UST system does not begin within 90 days after DEQ's approval, that this form becomes invalid. I also agree to submit the following information within 60 days after closure/change-in-service of the UST system:																										
(1) the 'UST Closure/Assessment Form' (UST-SURV-02); (2) two copies of a site drawing to include the information required by the "Underground Storage Tank Closure/Change-in-Service Assessment Guidelines"; (3) two copies of analytical results with chain-of-custody documents; and (4) two copies of all manifests, bills of lading or receipts for the disposition of tank(s), tank contents, soil and waters.																										
PRINT OR TYPE OWNER'S NAME _____	OWNER'S SIGNATURE _____	DATE _____																								
FORMS THAT DO NOT INCLUDE THE OWNER'S SIGNATURE WILL BE REJECTED																										

SPECIAL DOCUMENT

LDEQ RESPONSE - DO NOT WRITE BELOW THIS LINE

DEQ AI No. _____
 Approved for the indicated activity.
 Rejected for the following reason:

DEQ records indicate that the contractor you have selected is not a UST worker certified by DEQ for closure. You must select, from the enclosed list, a contractor that is a certified UST worker.
 DEQ records indicate that the UST system has not been registered. You must complete the attached registration form and return it to this office **IMMEDIATELY**.

The noted highlighted section(s) of this form must be completed in order for LDEQ to process.
 This form has not been signed by the owner. Please resubmit with the required signature.

Signature of LDEQ Representative _____ Telephone No. - _____ Date / / _____

APPENDIX D
Seven-Day Notification – Fax Transmittal Form

FAX TRANSMITTAL
SEVEN DAY PRIOR NOTICE TO PERFORMING CLOSURE OR
CHANGE-IN-SERVICE TO AN UNDERGROUND STORAGE TANK

TO: Fax is to be transmitted to the following UST Division Regional Office:

- | | |
|--|--|
| <input type="checkbox"/> Southeast Regional Office
(504) 736-7702 | <input type="checkbox"/> Southwest Regional Office
(337) 491-2682 |
| <input type="checkbox"/> Capital Regional Office
(225) 219-3768 | <input type="checkbox"/> Northwest Regional Office
(318) 676-7573 |
| <input type="checkbox"/> Acadiana Regional Office
(337) 262-5593 | <input type="checkbox"/> Northeast Regional Office
(318) 362-5448 |
| <input type="checkbox"/> Bayou Lafourche Office
(985) 532-9945 | <input type="checkbox"/> Kisatchie Central Office
(318) 487-5927 |

FROM: Name of Person Providing Notice: _____
Company: _____
Telephone Number: (____) _____

SUBJECT: Seven-Day Notice Prior to Performing UST Closure or Change-in-Service

On ___/___/___ at _____ a.m. / p.m., I contacted the above-noted regional office to provide notification of a UST closure/change-in-service. As all regional personnel were in the field at the time of my call, I am transmitting this notice that closure or change-in-service will be conducted at the following site:

Facility Name: _____ Agency Interest Number: _____
Date/Estimated Time of Closure/Change-in-Service: ___/___/___ ____ a.m./p.m.
Site Physical Location: _____

A Notification of Intent to Perform a Closure or Change-in-Service to an Underground Storage Tank System form was submitted to the Underground Storage Tank Division at least 30 days prior to the date noted above.

I AGREE THAT CLOSURE/CHANGE-IN-SERVICE OF THE UST WILL NOT COMMENCE UNTIL I HAVE RECEIVED APPROVAL FROM THE REGIONAL OFFICE. Also, I will contact the regional office as soon as possible if rescheduling of the tank closure/change-in-service is necessary due to inclement weather.

Signature of Person Providing Notice

Date

Time
UST-ENF-05

APPENDIX E

Underground Storage Tank Closure/Assessment Form

Please complete and return within sixty (60) days after UST system closure or change-in-service

Return to: LDEQ - UNDERGROUND STORAGE TANK DIVISION Appropriate Regional Office See attached mailing list or USTD Submittal information at www.deq.louisiana.gov Questions: (225) 219-3181		DEQ Agency Interest Number _____ DEQ Facility ID Number _____				
I. OWNERSHIP OF TANKS		II. LOCATION OF TANKS				
IF OWNER'S ADDRESS CHANGED, PLEASE CHECK <input type="checkbox"/>		IF SAME AS SECTION I. PLEASE CHECK <input type="checkbox"/>				
OWNER NAME (CORPORATION/INDIVIDUAL, ETC.) _____		FACILITY NAME OR COMPANY SITE IDENTIFIER _____				
MAILING ADDRESS _____		STREET ADDRESS (P. O. BOX NOT ACCEPTABLE) _____				
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____					
PARISH/COUNTY () _____		PARISH () _____				
TELEPHONE (INCLUDE AREA CODE) _____		TELEPHONE (INCLUDE AREA CODE) _____				
NAME OF CONTACT PERSON _____		CONTACT PERSON AT THIS LOCATION _____				
III. TANK INFORMATION (Attach Continuation Sheets If Necessary)						
DEQ ASSIGNED TANK NUMBERS	SIZE OF TANKS (GALLONS)	PRODUCT LAST STORED IN TANK	CHOOSE ONE PER TANK 1 = Removed 2 = Closed-In-Place 3 = Change-In-Service 1 4 = Removed & Replaced 2	TANK PROPERLY LABELED? Yes No	HIGHEST LEL OR OXYGEN READING 3 LEL 4 Oxygen	DATE OF CLOSURE OR CHANGE-IN-SERVICE
				<input type="checkbox"/> <input type="checkbox"/>		
				<input type="checkbox"/> <input type="checkbox"/>		
				<input type="checkbox"/> <input type="checkbox"/>		
				<input type="checkbox"/> <input type="checkbox"/>		
				<input type="checkbox"/> <input type="checkbox"/>		
1 - Indicate the non-regulated substance to be stored in the tank. 2 - A registration form addressing the replacement tank must be completed.				3 - Highest reading recorded just before tank removed from excavation. 4 - Lower Explosive Limit		
IV. TANK		V. TANK SLUDGES		VI. TANK WATERS/WASHWATERS		
A. Date cleaned _____		A. Date disposed/recycled _____		A. Date disposed/recycled _____		
B. Date disposed/recycled _____		B. Volume removed (cu/yds) _____		B. Volume removed (gals) _____		
C. Name of disposal site/recycling site _____		C. Name of disposal site _____		C. Name of disposal/recycling site _____		
VII. CONTAMINATED SOIL			VIII. CONTAMINATED GROUNDWATER			
A. Date removed _____		D. Date disposed _____		A. Date removed _____		D. Date disposed _____
B. Volume of soil removed (cu/yds) _____			B. Volume of groundwater removed (gals) _____			
C. Name of disposal site _____			C. Name of disposal site/recycler _____			
IX. CERTIFICATION						
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.						
_____ PRINT OR TYPE OWNER'S NAME		_____ OWNER'S SIGNATURE			_____ DATE	
_____ PRINT OR TYPE NAME OF CERTIFIED WORKER		_____ SIGNATURE OF CERTIFIED UST WORKER		_____ CERTIFICATE NO.	_____ DATE	
FORMS THAT DO NOT INCLUDE THE OWNER'S AND UST WORKER'S SIGNATURES WILL BE REJECTED.						

S E A L I N G
D O C U M E N T

LDEQ RESPONSE - DO NOT WRITE BELOW THIS LINE

UST system removed from database; no further action required at this time.
 Referred for remediation review.
 UST system removed from database; additional information required.

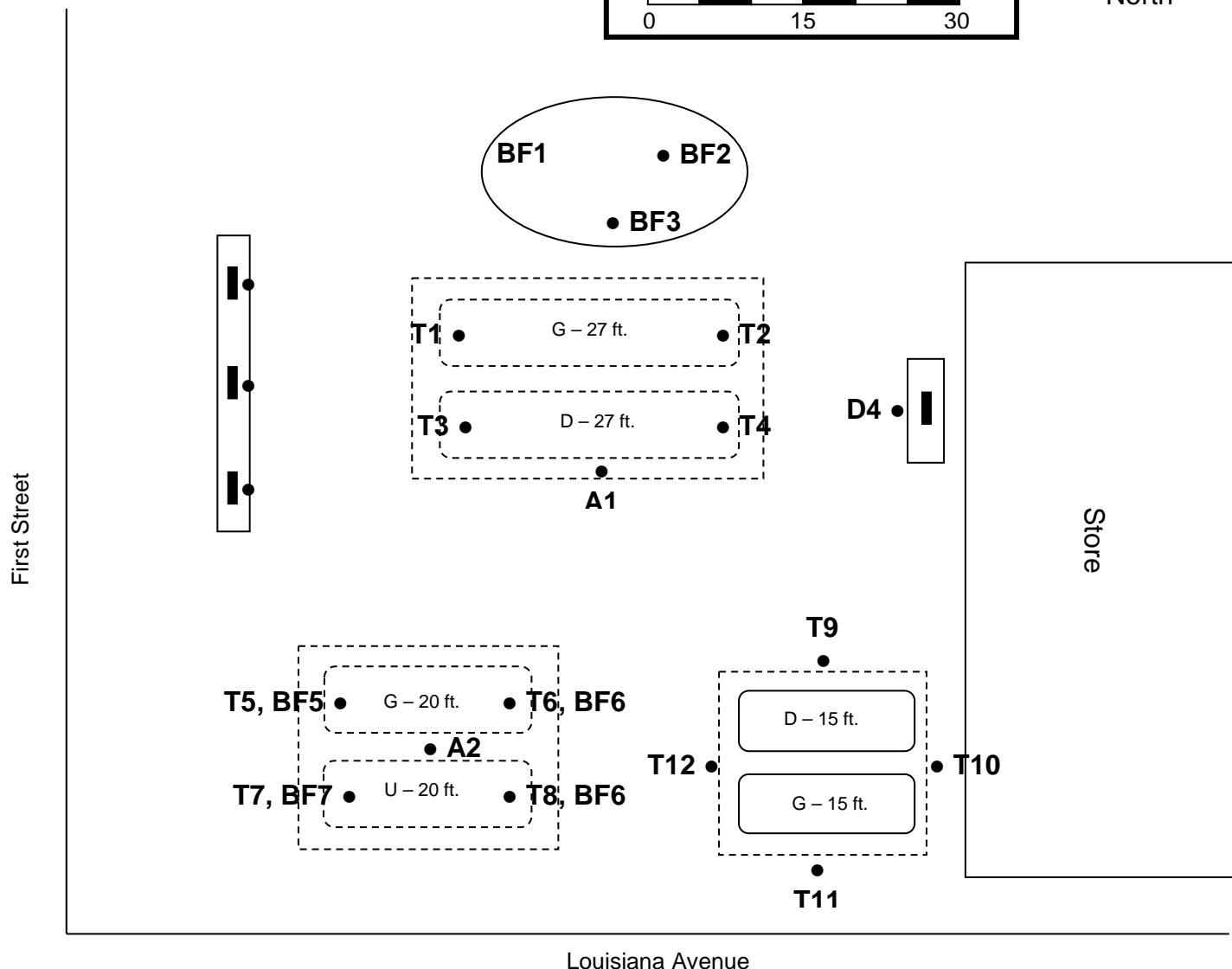
Signature of LDEQ Representative _____ Telephone No. - _____ Date / / Supervisor's Initials _____

APPENDIX F Sample Site Drawing

UST-ENF-06

Revised 5/01/10

Facility: _____ Agency Interest No.: _____
 Depth to Groundwater (if encountered): _____



	Removed UST		Tank Hold Area
	Closed-In-Place UST		Dispenser Island
			Dispenser
			Excavated Backfill - (Returned to Tank Hold)
			(Disposed)

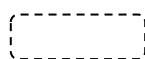
D - # ft. Tank Contained Diesel and Length of Tank
 G - # ft. Tank Contained Gasoline and Length of Tank
 U - # ft. Tank Contained Used Oil and Length of Tank
 T# Tank Sample # Collected in Native Soil
 BF# Backfill Sample #
 D# Dispenser Sample #
 A# Additional Closure Sample #

APPENDIX G Site Drawing Form

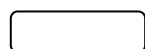
UST-ENF-06

Revised 05/01/10

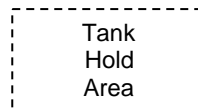
Facility: _____ Agency Interest No.: _____
 Depth to Groundwater (if encountered): _____



Removed UST



Closed-In-Place UST



Tank
Hold
Area

Dispenser
Island



Dispenser



- D – # ft. Tank Contained Diesel and Length of Tank
- G – # ft. Tank Contained Gasoline and Length of Tank
- U – # ft. Tank Contained Used Oil and Length of Tank
- T# Tank Sample # Collected in Native Soil
- BF# Backfill Sample #
- D# Dispenser Sample #
- A# Additional Closure Sample #



Excavated Backfill - (Returned to Tank Hold)



(Disposed)

APPENDIX I
Conveyance Notification Form Letter

CONVEYANCE NOTIFICATION

(*Name of current property owner*) hereby notifies the public that the following described Area of Investigation (AOI), Louisiana Department of Environmental Quality (LDEQ) Agency Interest Number (*list AI number*), was closed with contaminant levels present that are acceptable for *{industrial/commercial use of the property || groundwater that is not connected to a on-site domestic water supply}* as described in LDEQ's Risk Evaluation/Corrective Action Program (RECAP), Section 2.17. In accordance with LAC 33:I., Chapter 13, if *{land use is to change from industrial to non-industrial || a domestic water supply well is to be installed}*, the responsible party shall notify the LDEQ within 30 days and the AOI shall be reevaluated to determine if conditions are appropriate for the proposed land use.

This site was closed in accordance with the Louisiana Administrative Code, Title 33:I., Chapter 13. Information regarding this site is available in the LDEQ public record and may be obtained by contacting the LDEQ Records Manager at (225) 219-3168. Inquiries regarding the contents of this site may be directed to (*name of person with knowledge of the contents of the AOI*) at (*address of person with knowledge of the content of the AOI*).

AOI Description:

(Provide the legal description of the property upon which the AOI is located. Also attach a scaled site plan showing the affected soil and/or groundwater zones and a table listing the maximum remaining contaminant concentrations in each medium.)

Signature of Person Filing Parish Record

Typed Name and Title of Person Filing Parish Record

Date

(A true copy of the document certified by the parish clerk of court must be sent to the Underground Storage Tanks Division – Regional Office of site location)

APPENDIX J UST Closure Checklist

- Submit the "Notification of Intent to Perform a Closure or Change-In-Service to an Underground Storage Tank System" form (UST-SURV-01) to the appropriate UST Division Regional Office at least 30 days prior to the UST closure or change-in-service.
- Notify any agencies as required such as local fire departments, local fire prevention bureaus and obtain any local permits as required.
- Notify the appropriate UST Division Regional Office by fax, email, or telephone at least 7 days prior to the scheduled date and time of the UST closure or change-in-service.
- Call Louisiana One Call (811 or 1-800-272-3020) at least 48 hours prior to any excavation activities and arrange for all underground lines and utilities to be located and marked.
- Conduct a site inspection prior to commencement of UST closure or change-in-service activities to observe site for any overhead obstructions or nearby buildings that may interfere with UST closure or change-in-service.
- On the day of and prior to conducting the UST closure or change-in-service activities review the Health and Safety Plan (HASP) and obtain signatures of all workers present.
- Locate UST system and prepare scaled site plan sketch (Note tank and line locations, tank sizes, product types, dispenser islands, buildings, streets, etc.).
- Identify and barricade sufficient work space for workers and equipment (50 feet from edge of excavation).
- Excavate to top of tank, drain and flush piping, cap piping ends if left in place. Remove drop tube, submerged pump if present, and any fittings from UST. Leave vent line in place.
- Leave the tank in the excavation during all cleaning and vapor freeing activities. The tank may be removed from the excavation only after the tank is clean and vapor free.
- Remove all product and residue from tank and lines by vacuum truck or explosion-proof pump.
- Remove vapors from tank by:
 - o **Purging**
 - Venturi Eductor Method - pulls air into the tank through the vent line, up the drop tube and out the Venturi eductor.
 - Diffused Air Blower Method - pushes compressed air into the tank through the opening with drop tube removed, through an air diffuser, and out the vent line.
 - Ground the equipment and tank. After purging take CGI readings at several openings and at different levels in tank until the readings are below 10% LEL.

APPENDIX J UST Closure Checklist

- **Inerting**
 - Dry Ice (CO₂) – use a minimum of approximately 1½ to 2 pounds per 100 gallons of tank capacity. Distribute evenly over the greatest possible area of the tank. All openings except the vent line are plugged. **Caution:** This is only an estimate amount of dry ice. The only way to determine if enough dry ice was used to make the atmosphere safe from ignition is to have less than 5% oxygen when measuring with an oxygen meter.
 - Nitrogen (N₂) – use approximately one 50 lb. bottle per 2500 gallons of tank capacity. All openings except the vent line are plugged.
 - Ground the equipment and tank. Do not apply more than 5 psig to the tank. After inerting take oxygen readings at several openings until the readings are below 6% to 7%.
- A purged or inerted tank can return to flammable status, so readings should be taken regularly during the entire time tanks are on site. Include areas lower than grade and in the immediate vicinity of the tank(s).
- Once the tank is vapor free, remove all purging or inerting equipment, and close all openings with threaded plugs. Disconnect the vent line. Close the vent opening with a threaded plug that has a 1/8" (API) or ¼" (NFPA) hole pre-drilled through it to allow tank to breathe in response to temperature changes.
- Lift tank from excavation with equipment capable of lifting tank (never drag or roll it). Set tank on trailer for transport.
- Properly label tank for transport as recommended by API.
- Obtain soil samples as described in the "Underground Storage Tank Closure/Change-In-Service Guidance Document". Place soil samples on ice, complete chain-of-custody, and transport/ship samples to LDEQ accredited laboratory for analysis.
- Submit the "Closure Assessment Form" (UST-SURV-02) and a "Closure Assessment Report" to the appropriate UST Division Regional Office at least 60 days following permanent closure or change-in-service.

This is intended as a checklist and does not provide instruction on every procedure for proper UST closure or change-in-service. It is the UST Certified Closure Contractor's responsibility to ensure all applicable rules, regulations, and recommended industry practices are followed during UST closure or change-in-service.

APPENDIX K
Sample Laboratory Analytical Results Table

Sample ID	Date Collected	Constituent	Depth (Feet)	Concentration (mg/kg)	Soil Vapor Screening (ppmv)	SPLP (mg/L)
T1	1/26/2009		2		5	
T1	1/26/2009		4		8	
T1	1/26/2009		6		15	
T1	1/26/2009		8		20	
T1	1/26/2009	Benzene	10	0.95	30	
T1	1/26/2009	Toluene	10	15	30	
T1	1/26/2009	Ethylbenzene	10	18	30	
T1	1/26/2009	Xylenes	10	10	30	
T1	1/26/2009	MTBE	10	0.75	30	
T1	1/26/2009	TPH-GRO	10	150	30	
T1	1/26/2009		12		15	
T2	1/26/2009		2		10	
T2	1/26/2009		4		8	
T2	1/26/2009		6		25	
T2	1/26/2009		8		100	
T2	1/26/2009	Benzene	10	5.1	500	0.08
T2	1/26/2009	Toluene	10	35	500	4.1
T2	1/26/2009	Ethylbenzene	10	50	500	0.8
T2	1/26/2009	Xylenes	10	75	500	7.2
T2	1/26/2009	MTBE	10	1.5	500	0.1
T2	1/26/2009	TPH-GRO	10	1500	500	
T2	1/26/2009	Aliphatics C6-8	10	1250	500	
T2	1/26/2009	Aliphatics C8-10	10	150	500	
T2	1/26/2009	Aromatics C8-10	10	100	500	5.1
T2	1/26/2009		12		75	
D1	1/26/2009	Benzene	3	0.3		0.01
D1	1/26/2009	Toluene	3	5		
D1	1/26/2009	Ethylbenzene	3	3		
D1	1/26/2009	Xylenes	3	7		
D1	1/26/2009	MTBE	3	0.01		
D1	1/26/2009	TPH-GRO	3	27		
D2	1/26/2009	Benzene	3	0.04		
D2	1/26/2009	Toluene	3	10		
D2	1/26/2009	Ethylbenzene	3	7		
D2	1/26/2009	Xylenes	3	13		
D2	1/26/2009	MTBE	3	0.05		
D2	1/26/2009	TPH-GRO	3	15		

APPENDIX K
Sample Laboratory Analytical Results Table

Sample ID	Date Collected	Constituent	Depth (Feet)	Concentration (mg/kg)	Soil Vapor Screening (ppmv)	SPLP (mg/L)
T3	1/26/2009	TPH-DRO	10	52		
T4	1/26/2009	TPH-DRO	10	1120		
T4	1/26/2009	Aliphatics C10-12	10	100		
T4	1/26/2009	Aliphatics C12-16	10	80		
T4	1/26/2009	Aliphatics C16-35	10	620		
T4	1/26/2009	Aromatics C10-12	10	110		4.6
T4	1/26/2009	Aromatics C12-16	10	110		
T4	1/26/2009	Aromatics C16-21	10	100		
T4	1/26/2009	Acenaphthene	10	16		
T4	1/26/2009	Acenaphthylene	10	4.0		
T4	1/26/2009	Anthracene	10	3.0		
T4	1/26/2009	Benz(a)anthracene	10	0.3		
T4	1/26/2009	Benzo(a)pyrene	10	0.3		
T4	1/26/2009	Benzo(b)fluoranthene	10	0.3		
T4	1/26/2009	Benzo(k)fluoranthene	10	0.3		
T4	1/26/2009	Chrysene	10	5.1		
T4	1/26/2009	Dibenz(a,h)anthracene	10	0.3		
T4	1/26/2009	Fluoranthene	10	26.1		
T4	1/26/2009	Fluorene	10	10.2		
T4	1/26/2009	Indeno(1,2,3-cd)pyrene	10	0.3		
T4	1/26/2009	Methylnaphthalene,2-	10	2.8		0.06
T4	1/26/2009	Naphthalene	10	5.3		0.12
T4	1/26/2009	Phenanthrene	10	710		21.0
T4	1/26/2009	Pyrene	10	17		
D3	1/26/2009	TPH-DRO	3	21.0		0.01
D4	1/26/2009	TPH-DRO	3	51.7		
D4	1/26/2009	Acenaphthene	3	2		
D4	1/26/2009	Acenaphthylene	3	3		
D4	1/26/2009	Anthracene	3	0.01		
D4	1/26/2009	Benz(a)anthracene	3	3		
D4	1/26/2009	Benzo(a)pyrene	3	0.3		
D4	1/26/2009	Benzo(b)fluoranthene	3	0.3		
D4	1/26/2009	Benzo(k)fluoranthene	3	0.3		
D4	1/26/2009	Chrysene	3	2		
D4	1/26/2009	Dibenz(a,h)anthracene	3	0.3		
D4	1/26/2009	Fluoranthene	3	9		
D4	1/26/2009	Fluorene	3	3		
D4	1/26/2009	Indeno(1,2,3-cd)pyrene	3	0.3		
D4	1/26/2009	Methylnaphthalene,2-	3	0.3		
D4	1/26/2009	Naphthalene	3	0.3		
D4	1/26/2009	Phenanthrene	3	10		
D4	1/26/2009	Pyrene	3	10		

APPENDIX L
List of Industrial Solid Waste Facilities

Facility Name	Contact	Address	Phone	Parish	Owner/Operator
Coast Guard Rd. Landfill	Kevin Guidry	P.O. Drawer 647, Venice, LA 7009	504-534-7886	Plaquemines	Tidewater Landfill, Inc.
Colonial Landfill	Matt Robillard	P.O. Box 605, Sorrento, LA 70778	225-771-1212 225-675-8021	Ascension	BFI
White Oaks	Bill Hay	P.O. Box 13355, Monroe, LA 71207	318-343-2026	Ouachita	CWI
DeSoto Parish Landfill (Mundy)	Bill Smith	P.O. Box 898, Mansfield, LA 71052	318-872-2500 318-872-0739 318-872-2131	DeSoto	Parish
East Baton Rouge North Landfill	Jorge Ferrer	P.O. Box 1471, Baton Rouge, LA 70821	225-389-5476 225-389-5245 225-389-4813	E. Baton Rouge	Parish/BFI
Jefferson Davis Parish Landfill	Daniel Hylton	P.O. Box 1207, Jennings, LA 70546	337-734-4135	Jefferson Davis	Parish/BFI
Jefferson Parish Landfill	Marnie Winter	5800 Hwy 90, Avondale, LA 70094	504-436-0152	Jefferson	Parish/WM
LaSalle/Grant Parish landfill	Dorsel Cobb	P.O. Box 1180, Jena, LA 71342-1180	318-992-5571	LaSalle	Parish/IESI
Magnolia Landfill	Gabe Landry	P.O. Box 13467, Monroe, LA 71213	318-343-5636	Ouachita	WM
Reliable Landfill LLC	David Mason	P.O. Box 576, Livonia, LA 70755	225-665-8225 225-637-3564	Pointe Coupee	WM
River Birch Landfill	A.J. Ward, Jr.	P.O. Box 1938, Gretna, LA 70054	504-364-1140	Jefferson	River Birch, Inc.
Sabine Parish Landfill	Pete Chreene	P.O. Box 507, Many, LA 71458	318-256-6361	Sabine	IESI
St. Mary Parish Landfill (Harold Landry)	Norris Crappell	P.O. Box 251, Berwick, LA 70342	985-385-4531	St. Mary	Parish
Tensas Parish Landfill	John Wynn	P.O. Box 598, St. Joseph, LA 71366	318-766-9219	Tensas	IESI
Timberlane Landfill	Phil Smith	2301 Eagle Pkwy. Ste. 200, Fort Worth, TX 76177	817-632-4000	Allen	IESI
Webster Parish Landfill	Dan Frazier	P.O. Box 389, Minden, LA 71058-0389	318-377-9193	Webster	Parish/WM
Woodside Landfill and Recycling Center	David Mason	29375 Woodside Dr., Walker, LA 70785	225-665-8225	Livingston	WM

APPENDIX L
List of Industrial Solid Waste Facilities

Woolworth Rd. Landfill	Fred Williams	P.O. Box 31109, Shreveport, LA 71130	318-673-6300 318-925-3500	Caddo	City of Shreveport/BFI
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Constituents	CAS #	A	B	C	D	E	F
		Limiting Soil Standards (mg/kg)	Non-Industrial Soil Standards (mg/kg)	Industrial Soil Standards (mg/kg)	Soil/Groundwater Standards (mg/kg)	Groundwater Standards (GW1) (mg/L)	SPLP (GW1 x 20) (mg/L)
Petroleum Constituents:							
Benzene	71-43-2	0.051	1.5	3.1	0.051	0.005	0.1
Toluene	108-88-3	20	68	470	20	1.0	20
Ethyl benzene	100-41-4	19	160	230	19	0.7	14
Xylene(mixed)	1330-20-7	18	18	120	150	10	200
MTBE (methyl tert-butyl ether)	1634-04-4	0.077	650	4700	0.077	0.020	0.4
TPH-GRO	NA	65	65	510	65	0.34	6.8
TPH-DRO	NA	65	65	510	65	0.34	6.8
TPH-ORO	NA	180	180	2500	10000	1.1	22
Aliphatics C6-C8	NA	1200	1200	8000	10000	32	640
Aliphatics >C8-C10	NA	120	120	880	5300	1.3	26
Aliphatics >C10-C12	NA	230	230	2000	10000	1.4	28
Aliphatics >C12-C16	NA	370	370	3800	10000	1.4	28
Aliphatics >C16-C35	NA	7100	7100	10000	10000	73	1460
Aromatics >C8-C10	NA	65	65	510	65	0.34	6.8
Aromatics >C10-C12	NA	100	120	1100	100	0.34	6.8
Aromatics >C12-C16	NA	180	180	2100	200	0.34	6.8
Aromatics >C16-C21	NA	150	150	1700	2100	1.1	22
Aromatics >C21-C35	NA	180	180	2500	10000	1.1	22

Total Metals:							
Arsenic	7440-38-2	12	12	12	100	0.01	0.2
Barium	7440-39-3	550	550	14000	2000	2	40
Cadmium	7440-43-9	3.9	3.9	100	20	0.005	0.1
Chromium(III)	16065-83-1	100	12000	310000	100	0.1	2
Chromium(VI) ¹	18540-29-97	23	23	610	100	0.1	2
Lead (inorganic)	7439-92-1	100	400	1400	100	0.015	0.3
Mercury (inorganic)	7487-94-7	2.3	2.3	61	4	0.002	0.04
Selenium	7782-49-2	20	39	1000	20	0.05	1.0
Silver	7440-22-4	39	39	1000	100	0.18	3.6

Polynuclear Aromatic Hydrocarbons (PAH):							
Acenaphthene	83-32-9	220	370	6100	220	0.37	7.4
Acenaphthylene	208-96-8	88	350	5100	88	0.37	7.4
Anthracene	120-12-7	120	2200	48000	120	1.80	36
Benz(a)anthracene	56-55-3	0.62	0.62	2.90	330.00	0.0078	0.156
Benzo(a)pyrene	50-32-8	0.33	0.33	0.33	23.00	0.0002	0.004
Benzo(b)fluoranthene	205-99-2	0.62	0.62	2.90	220.00	0.0048	0.096
Benzo(k)fluoranthene	207-08-9	6.2	6.2	29	120	0.0025	0.050
Chrysene	218-01-9	62	62	290	76	0.0091	0.182
Dibenz(a,h)anthracene	53-70-3	0.33	0.33	0.33	540.00	0.0025	0.050
Fluoranthene	206-44-0	220	220	2900	1200	1.50	30
Fluorene	86-73-7	230	280	5400	230	0.24	4.8
Indeno(1,2,3-cd)pyrene	193-39-5	0.62	0.62	2.90	9.20	0.0037	0.074

Appendix M UST Soil Screening Standards

Methylnaphthalene,2-	91-57-6	1.7	22.0	170.0	1.7	0.0062	0.124
Naphthalene	91-20-3	1.5	6.2	43.0	1.5	0.01	0.2
Phenanthrene	85-01-8	660	2100	43000	660	1.80	36
Pyrene	129-00-0	230	230	5600	1100	0.18	3.6

¹ If chromium is not speciated, evaluate total chromium using chromium (VI).

Adapted from LDEQ RECAP (October 20, 2003)

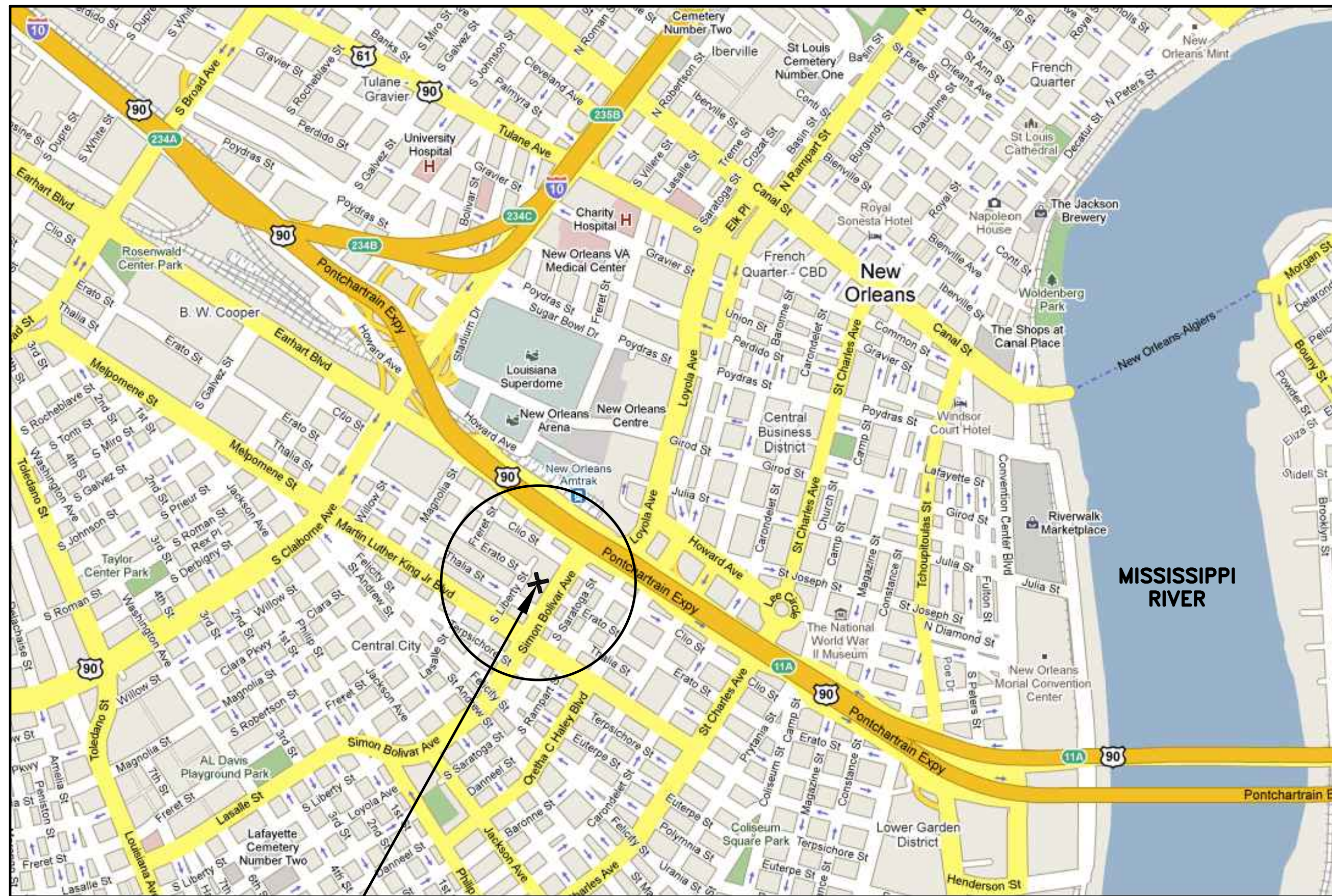
Appendix B Technical Specifications



GUSTE HIGH-RISE 1301 SIMONE BOLIVAR AVE. NEW ORLEANS LOUISIANA IFB# 22-910-03-A REMOVE & REPLACE GENERATORS

ABBREVIATIONS

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



**GUSTE HIGH-RISE
PROJECT LOCATION** **LOCATION MAP**

SHEET INDEX

G0.0	TITLESHEET
G1.0	GENERAL NOTES
A1.0	SITE PLAN
A1.1	EXISTING GENERATOR SLAB LAYOUT
A1.2	ENLARGED SITE LAYOUT OF GENERATOR YARD
A2.0	FENCING DETAILS
A2.1	FENCING PHOTOS
S1.0	GENERATOR DETAILS
E1.1	RISER DIAGRAM
E1.2	ELECTRICAL SITE PLAN
E1.3	SCHEDULES AND NOTES
E1.4	ELEC. ELEVATION VIEW
P1.0	PLUMBING SPECIFICATIONS
P1.1	PLUMBING PLAN

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
ENGINEERS – ARCHITECTS – CONSTRUCTION MANAGERS
1301 CLEARVIEW PARKWAY, SUITE 200
METAIRIE, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
Email: mail @ ecmconsultants.com

OWNER:
HANO
HOUSING AUTHORITY OF NEW ORLEANS
4100 TOURO STREET
NEW ORLEANS, LOUISIANA 70122
PHONE: (504) 670-3300
FAX: (504) 286-8788

ECM PROJECT NO. 22462.04

FEB. 16, 2024

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

BY: _____
REGISTRATION No: _____

REVISIONS	BY

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
ENGINEERS – ARCHITECTS – CONSTRUCTION MANAGERS
1301 CLEARVIEW PARKWAY, SUITE 200
METAIRIE, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
EMAIL: mail@ecmconsultants.com

OWNER:
HOUSING AUTHORITY OF NEW ORLEANS
2051 SENATE ST. BUILDING B, RM. 202
NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE
REMOVE & REPLACE GENERATORS
NEW ORLEANS
LOUISIANA
TITLESHEET**

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 16, 2024
SCALE	AS SHOWN
JOB NO.	22462.04
SHEET NO.	G0.0
1 OF XX SHEETS	

GENERAL NOTES:

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

ABANDONMENT OF UNDERGROUND STORAGE TANK:

CONTRACTOR SHALL HAVE A EXPERIENCE, CERTIFIED ENVIRONMENTAL COMPANY TO PERFORM A CLOSURE-IN-PLACE TO THE EXISTING UNDERGROUND FUEL STORAGE TANK. REFER TO APPENDIX "A" IN THE SPECIFICATIONS FOR PROCEDURES REQUIRED FOR CLOSURE-IN-PLACE OF THE UNDERGROUND STORAGE TANK. CONTRACTOR TO SCHEDULE CLOSURE TO ALLOW FOR EXISTING GENERATORS TO BE OPERATIONAL UNTIL FINAL SWITCH OVER TO NEW GENERATORS.

REVISIONS	BY

ARCHITECT/ENGINEER:

ECM Consultants, Inc.

ENGINEERS — ARCHITECTS — CONSTRUCTION MANAGERS
1301 CLEARVIEW PKWY. SUITE 200
METAIRIE, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
EMAIL: mail@ecmconsultants.com

OWNER:

**HOUSING AUTHORITY
OF NEW ORLEANS**

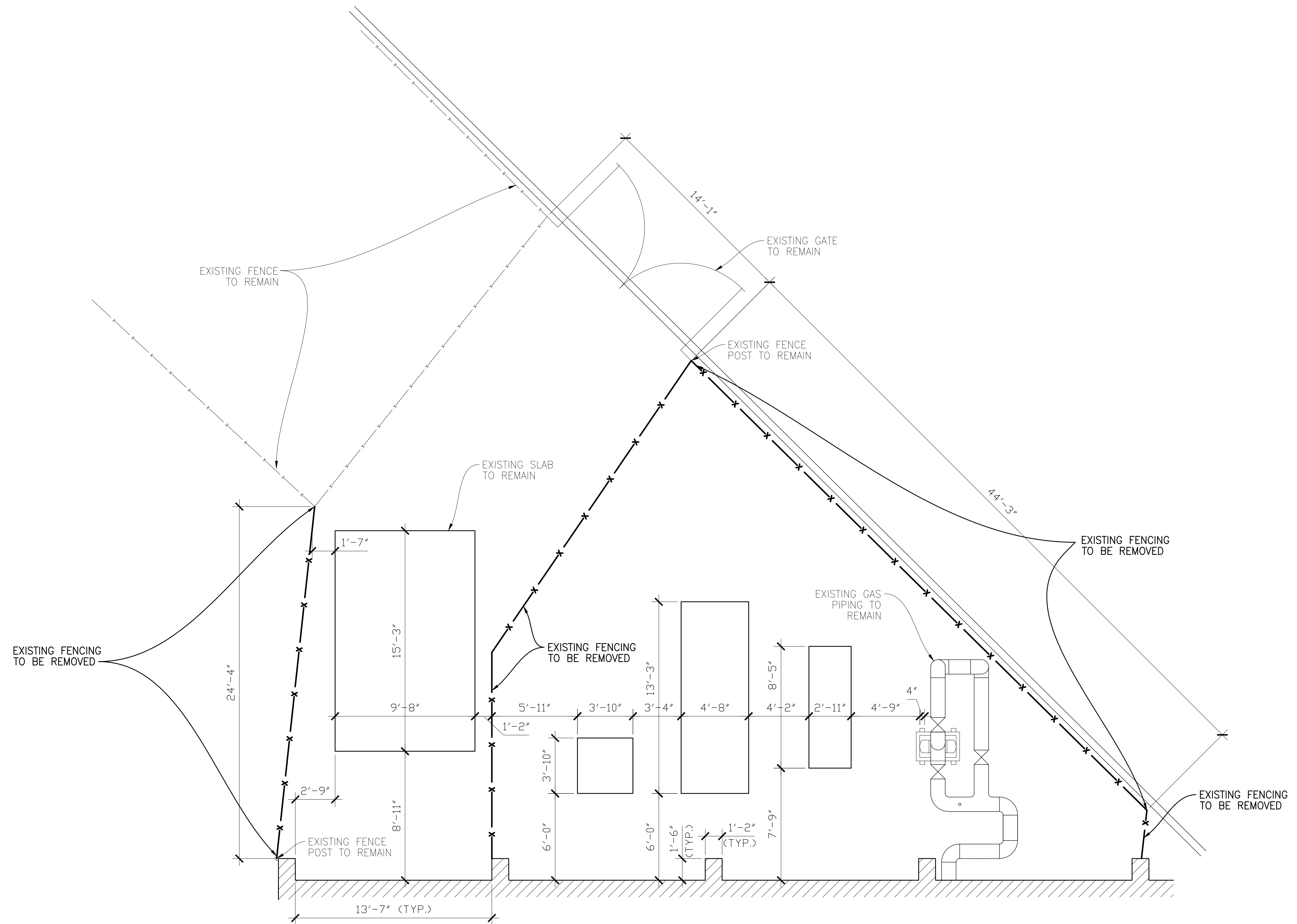
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NEW ORLEANS, LOUISIANA 70122

**REMOVE & REPLACE GENERATORS
NEW ORLEANS
LOUISIANA**

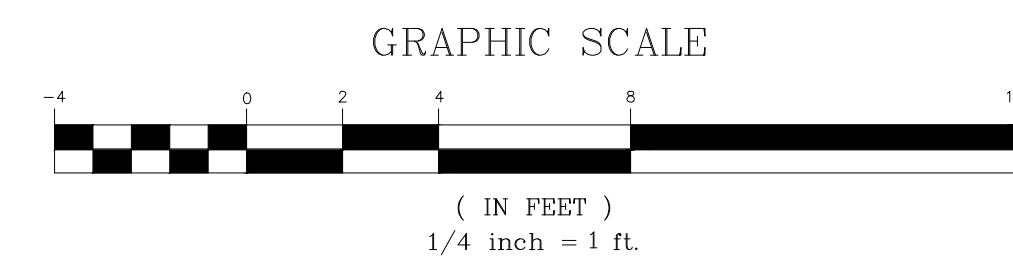
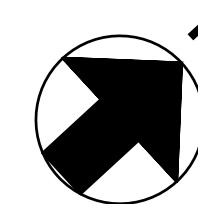
GENERAL NOTES

DRAWN
MLM
CHECKED
NGW
DATE
FEB. 16, 2024
SCALE
AS SHOWN
JOB NO.
22462.04
SHEET NO.
G1.0
2 OF XX SHEETS

NOTE:
REFER TO SHEET A1.2 FOR REVISED LAYOUT
OF GENERATOR YARD.



1 EXISTING GENERATOR SLAB LAYOUT
SCALE: 1/4" = 1'-0"



REVISIONS	BY

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
ENGINEERS — ARCHITECTS — CONSTRUCTION MANAGERS
1301 CLEARVIEW PKWY. SUITE 200
METAIRIE, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
EMAIL: mail@ecmconsultants.com

OWNER:
**HOUSING AUTHORITY
OF NEW ORLEANS**
2051 SENATE ST. BUILDING B, RM. 202
NEW ORLEANS, LOUISIANA 70122

**GUSTE HIGH-RISE
REMOVE & REPLACE GENERATORS
NEW ORLEANS
LOUISIANA**
EXISTING GENERATOR SLAB LAYOUT

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 16, 2024
SCALE	AS SHOWN
JOB NO.	22462.04
SHEET NO.	A1.1
3 OF XX SHEETS	

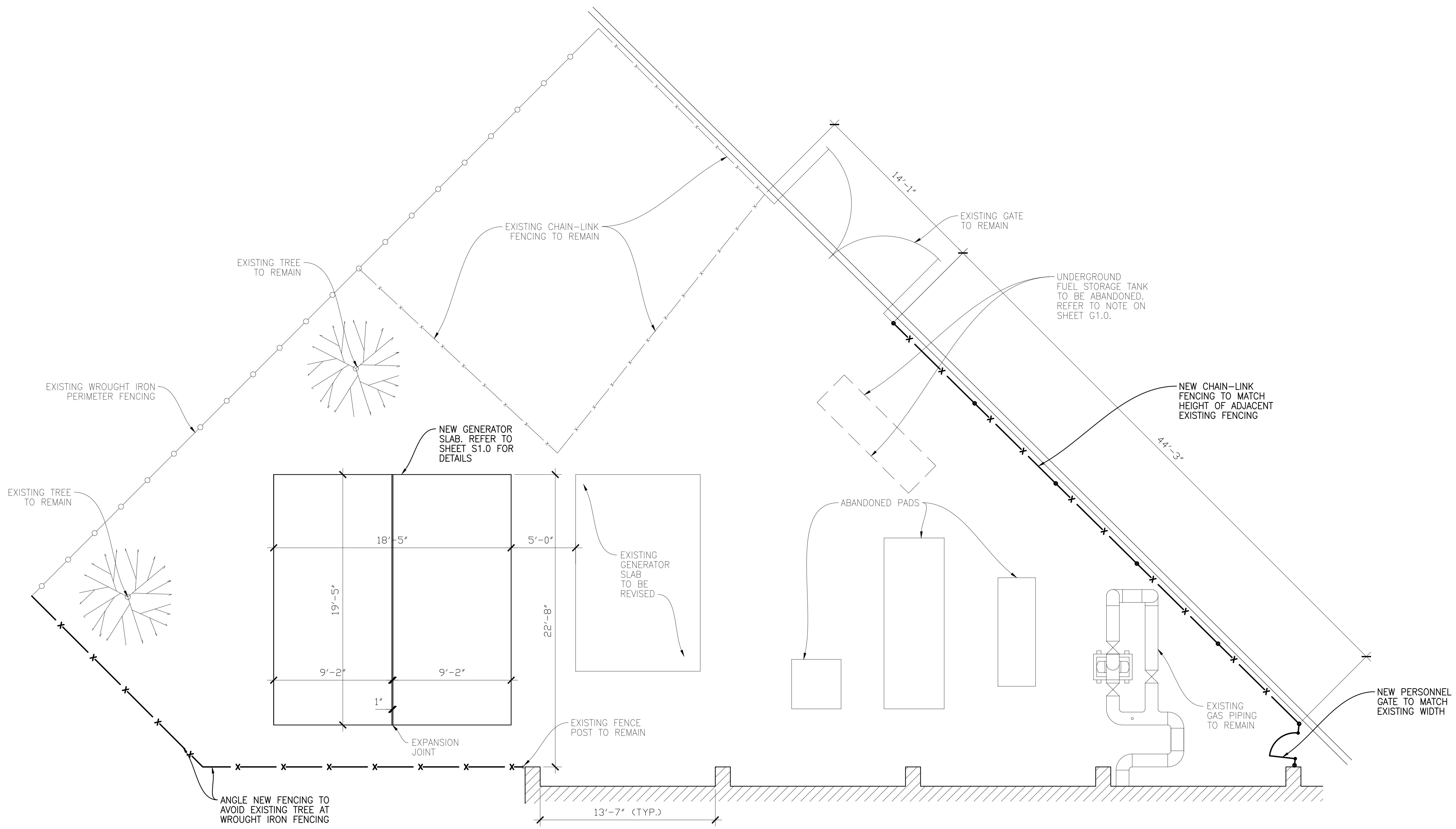
REVISIONS	BY

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
 ENGINEERS — ARCHITECTS — CONSTRUCTION MANAGERS
 1301 CLEARVIEW PKWY. SUITE 200
 METAIRIE, LOUISIANA 70001
 PHONE: (504) 885-4080, FAX: (504) 885-1439
 EMAIL: mail@ecmconsultants.com

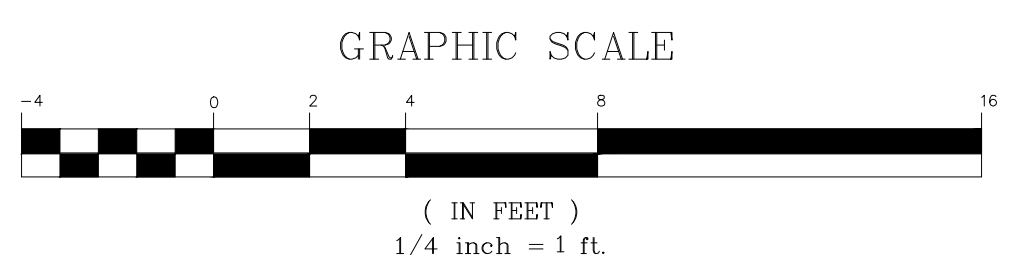
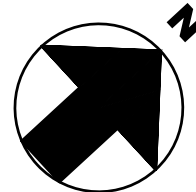
OWNER:
HOUSING AUTHORITY OF NEW ORLEANS
 2051 SENATE ST. BUILDING B, RM. 202
 NEW ORLEANS, LOUISIANA 70122

GUSTE HIGH-RISE REMOVE & REPLACE GENERATORS LOUISIANA NEW ORLEANS
ENLARGED SITE LAYOUT OF GENERATOR YARD

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 16, 2024
SCALE	AS SHOWN
JOB NO.	22462.04
SHEET NO.	A1.2
4 OF XX SHEETS	



1 ENLARGED SITE LAYOUT OF GENERATOR YARD
 SCALE: 1/4" = 1'-0"



REVISIONS	BY

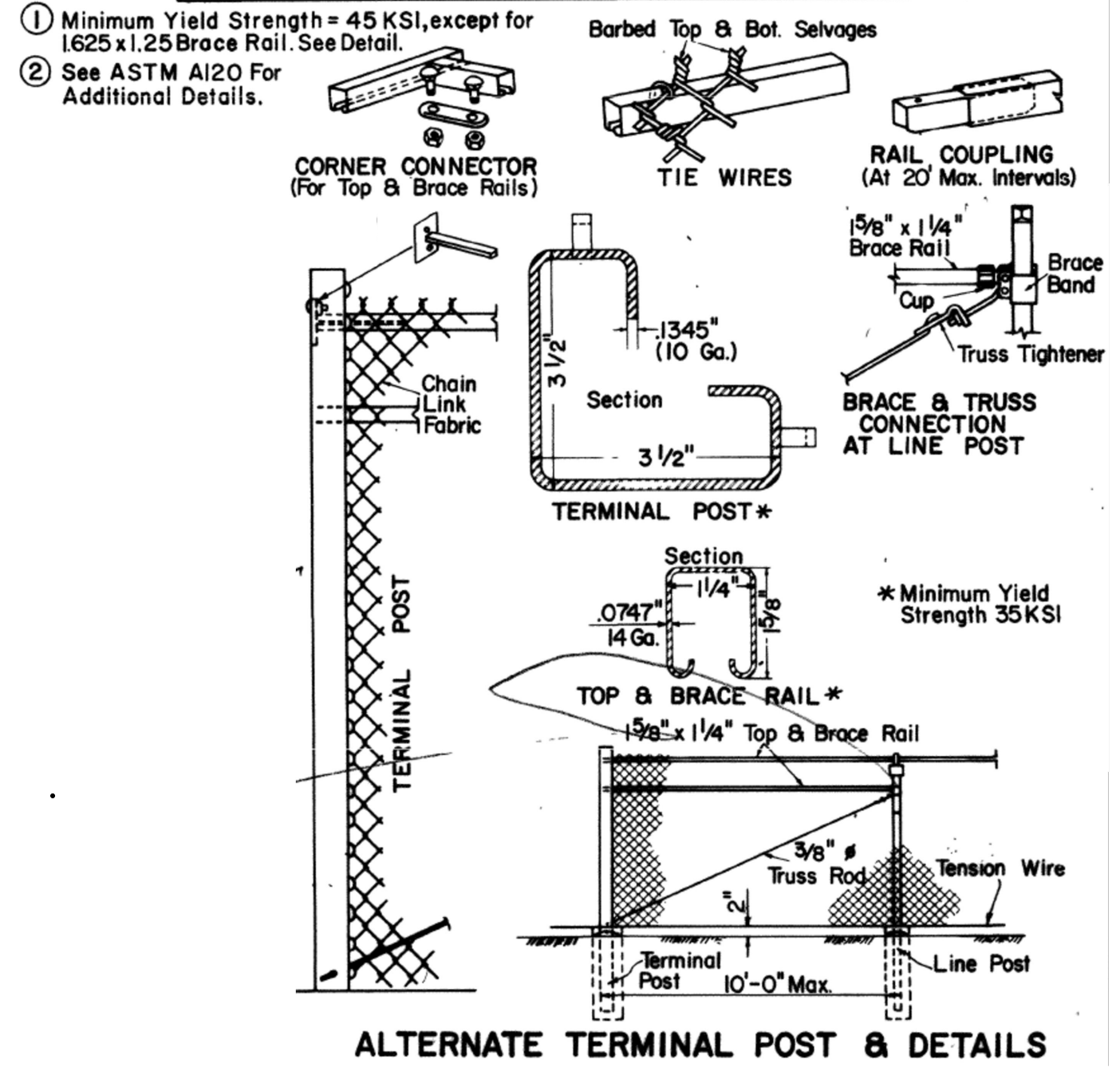
ECM Consultants, Inc.
 ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS
 1301 CLEARVIEW PKWY. SUITE 200
 METAIRIE, LOUISIANA 70001
 PHONE: (504) 885-4080, FAX: (504) 885-1439
 EMAIL: mail@ecmconsultants.com

HOUSING AUTHORITY OF NEW ORLEANS
 OWNER:
GUSTE HIGH-RISE REMOVE & REPLACE GENERATORS NEW ORLEANS LOUISIANA
CHAINLINK FENCE DETAILS

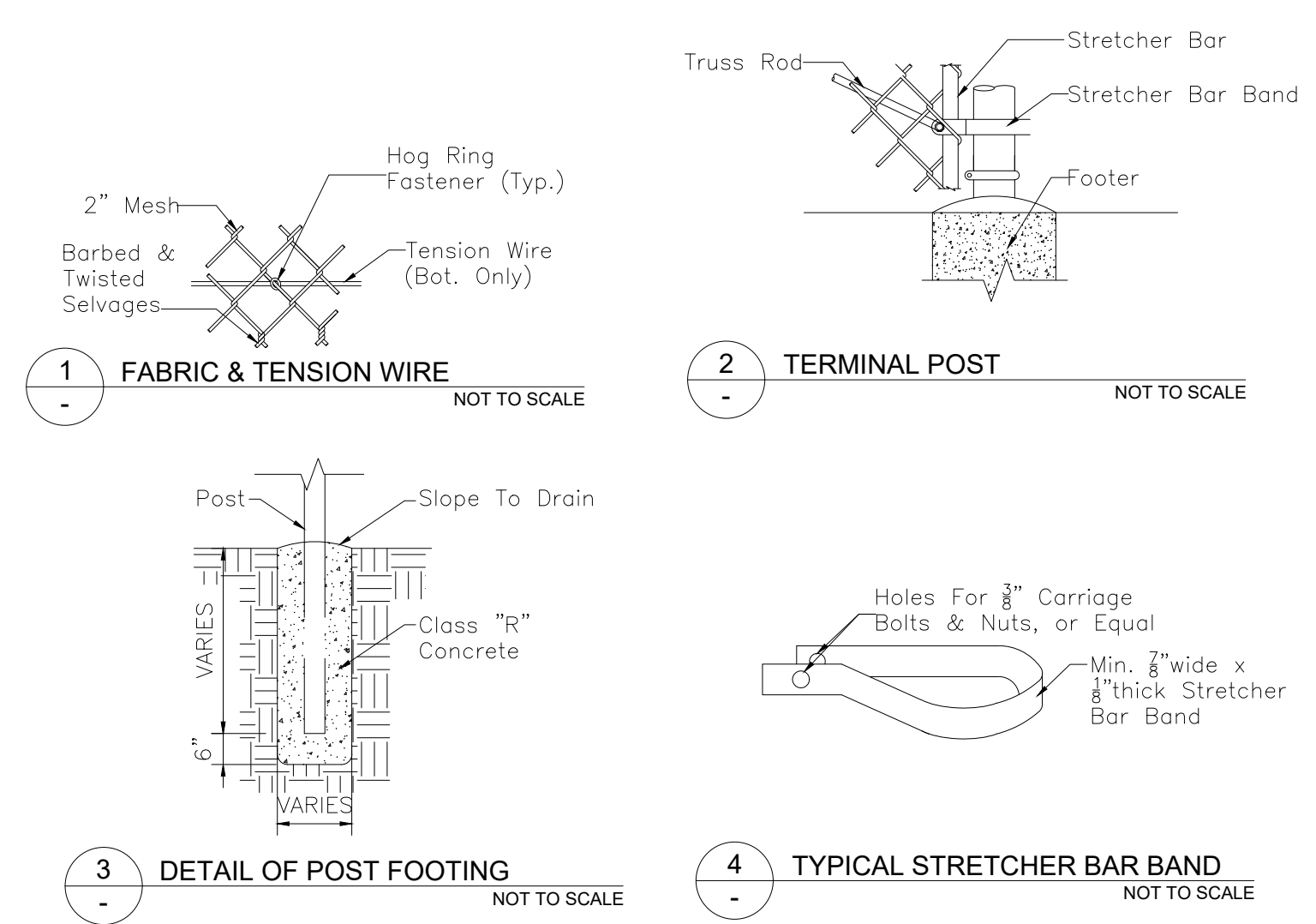
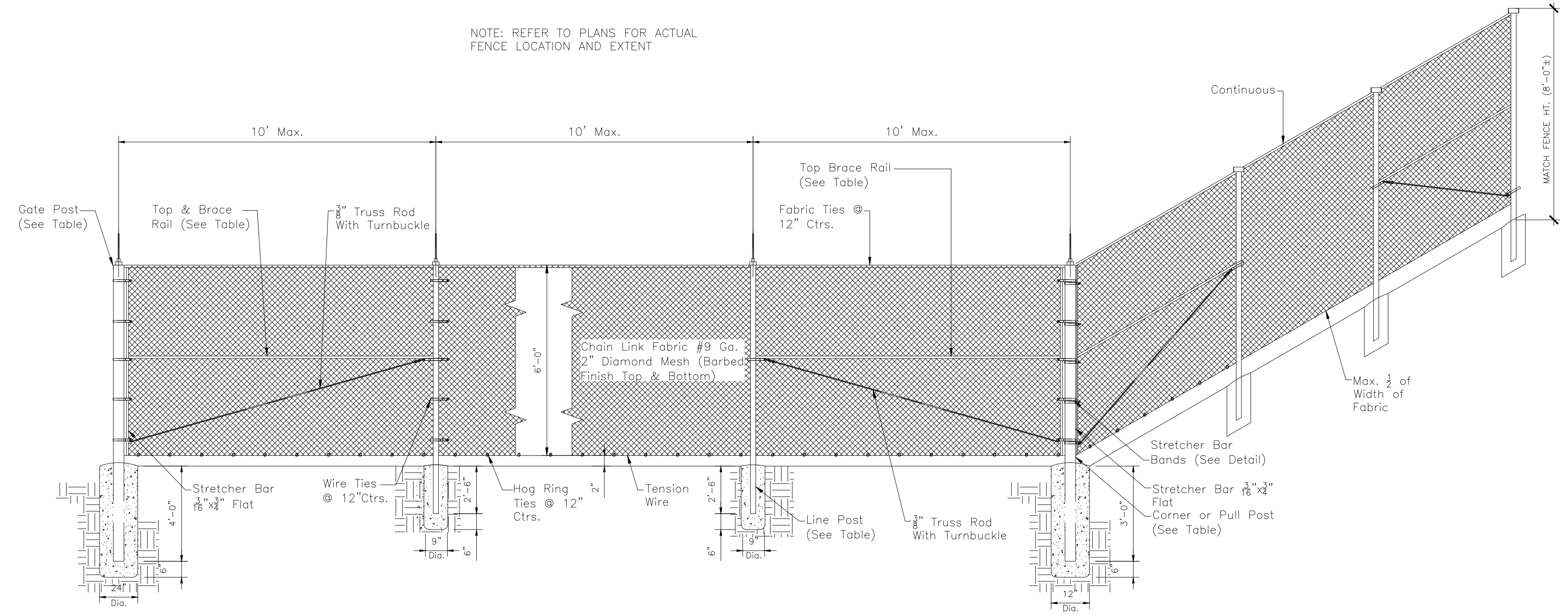
DRAWN	MLM
CHECKED	NGW
DATE	FEB. 16, 2024
SCALE	AS SHOWN
JOB NO.	22462.04
SHEET NO.	A2.0

6 OF XX SHEETS

	OUTSIDE DIA (INCHES)	LBS. (2) (PER LIN. FT.)	ALTERNATE (3) (INCHES)	SECTION (1)	LBS. (PER LIN. FT.)
LINE POST	2 3/8	3.65	2.375	Round	3.12
			2.25 x 1.70	H	4.12
			2.25 x 1.70	Heavy C	2.73
			1.875 x 1.625	Std. C	2.34
BRACE RAIL	1 5/8	2.27	1.660	Round	1.84
			1.875 x 1.625	H	3.33
COR. POST	2 7/8	5.79	2.875	Round	4.64
GATE POST	4.0	9.10	3.500	Round	6.01
FRAME	1 7/8	2.71	1.900	Round	2.28



- SPECIFICATION NOTES:**
- PROVIDE AND INSTALL CHAINLINK FENCE AND GATE AS INDICATED ON THE SITE PLAN. OVERALL HT. OF NEW FENCING WHEN ERECTED SHALL BE AS INDICATED ON THE DWG'S.
 - FABRIC: ZINC-COATED STEEL, ONE PIECE FABRIC, FULL HT. PROVIDE 2 INCH, 9 GAGE MESH. ZINC COATED STELL FABRIC SHALL BE GALVANIZED AFTER WEAVING AND SHALL CONFORM TO ASTM 1-392. GALVANIZING SHALL BE 1.2oz/sq.ft. MINIMUM. FABRIC SHALL HAVE KNUCKLED TOP SALVAGE AND BARBED BOTTOM SALVAGE.
 - FRAMEWORK:
 - ALL MATERIAL SHALL BE HOT-DIPPED GALV. W/ A MIN. COATING OF 1.2 oz/sq.ft. OF SURFACE. STEEL PIPE SHALL BE STANDARD WT., TYPE 1, SCHEDULE 40, ASTM A-53. WELD ALL JOINTS AT GATES, AND APPLY TOUCH-UP COATING. MIL-P-21035 ZINC RICH GALVANIZING REPAIR COMPOUND.
 - POSTS AND RAILS: SIZE MEMBERS AS INDICATED ON DWG'S.
 - TRUSS RODS: 3/8" DIA. ROD W/ ADJUSTABLE TAKE-UP, DIAGONAL TRUSS. PROVIDE AT BOTTOM BAY EA. SIDE OF EA. GATE AND AT TOP & BOTTOM BAYS EA. SIDE OF CORNER POSTS.
 - ACCESSORIES: MGFR. STANDARD AS REQ'D., ALL GALV. PROVIDE CAPS AT TOPS OF ALL POSTS.
 - BOTTOM TENSION WIRE: MIN. 7 GA., GALV. 02830.



Notes:
 The fence installation and details shown are typical and many vary in accordance with different manufacturers, provided that they meet the Standard Specifications.

Typical installation plan may vary as shown on the plans or as directed by the Engineer. Location of gates to be shown on plans.

Connections to aluminum allow or aluminum coated fence to be made with steel mechanical connectors. All other mechanical connectors to be bronze.

All bolts to be upset to discourage vandalism.

All connection methods to be approved by the Project Engineer.

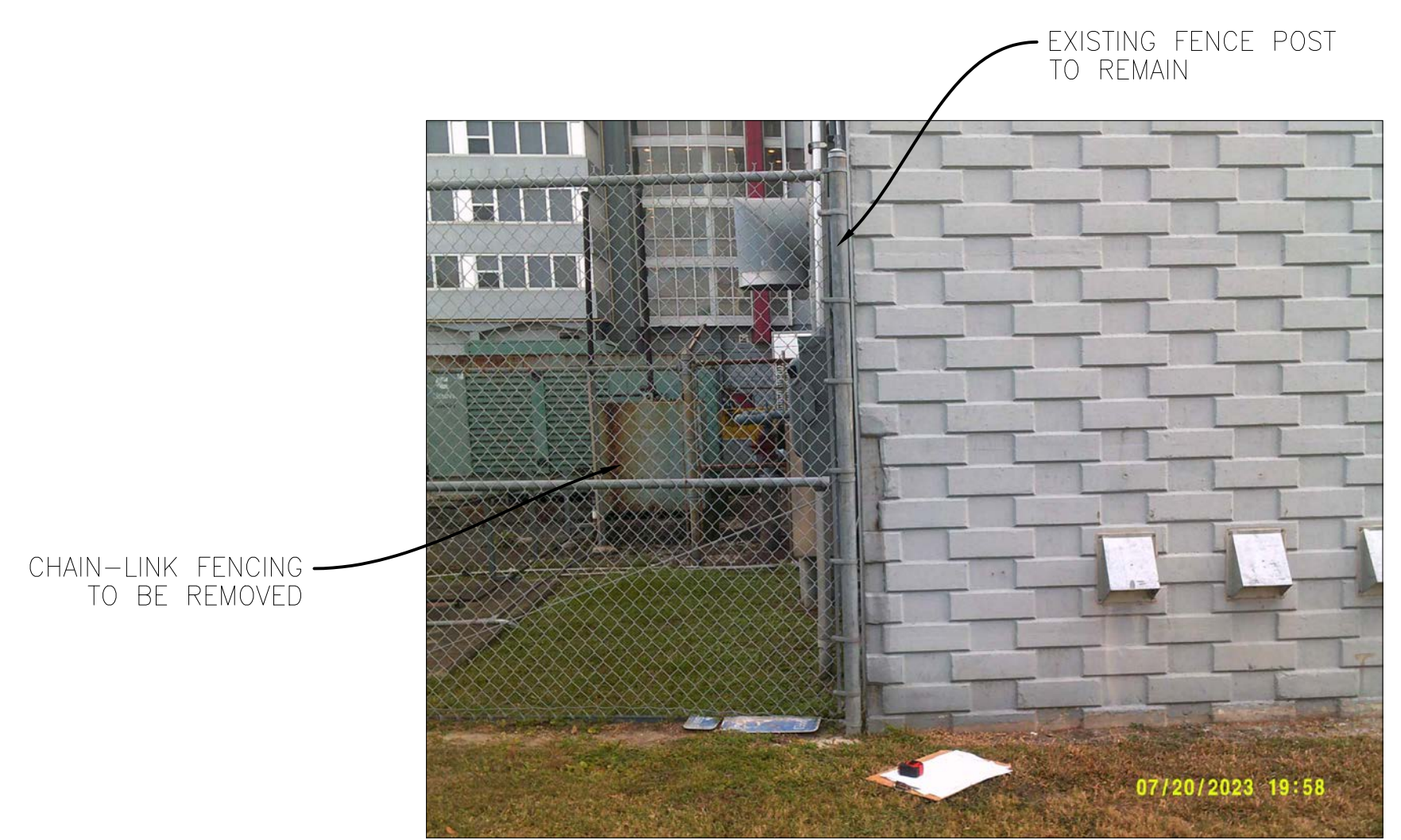
NOTE: REFER TO PLANS FOR ACTUAL FENCE LOCATION AND EXTENT



P1 EXISTING FENCING VIEW



P2 BASE PLATE AT FENCING



P3 EXIST. FENCE POST TO REMAIN



P4 NEW GENERATOR YARD PHOTO

FENCING PHOTOS

REVISIONS	BY

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
 ENGINEERS — ARCHITECTS — CONSTRUCTION MANAGERS
 1301 CLEARVIEW PKWY. SUITE 200
 METAIRIE, LOUISIANA 70001
 PHONE: (504) 885-4080, FAX: (504) 885-1439
 EMAIL: mail@ecmconsultants.com

OWNER:
HOUSING AUTHORITY OF NEW ORLEANS
 2051 SENATE ST. BUILDING B, RM. 202
 NEW ORLEANS, LOUISIANA 70122

GUSTE HIGH-RISE REMOVE & REPLACE GENERATORS NEW ORLEANS LOUISIANA
FENCING PHOTOS

DRAWN	MLM
CHECKED	NGW
DATE	FEB. 16, 2024
SCALE	AS SHOWN
JOB NO.	22462.04
SHEET NO.	A2.1
7 OF XX SHEETS	

1 NEW GENERATOR PADS

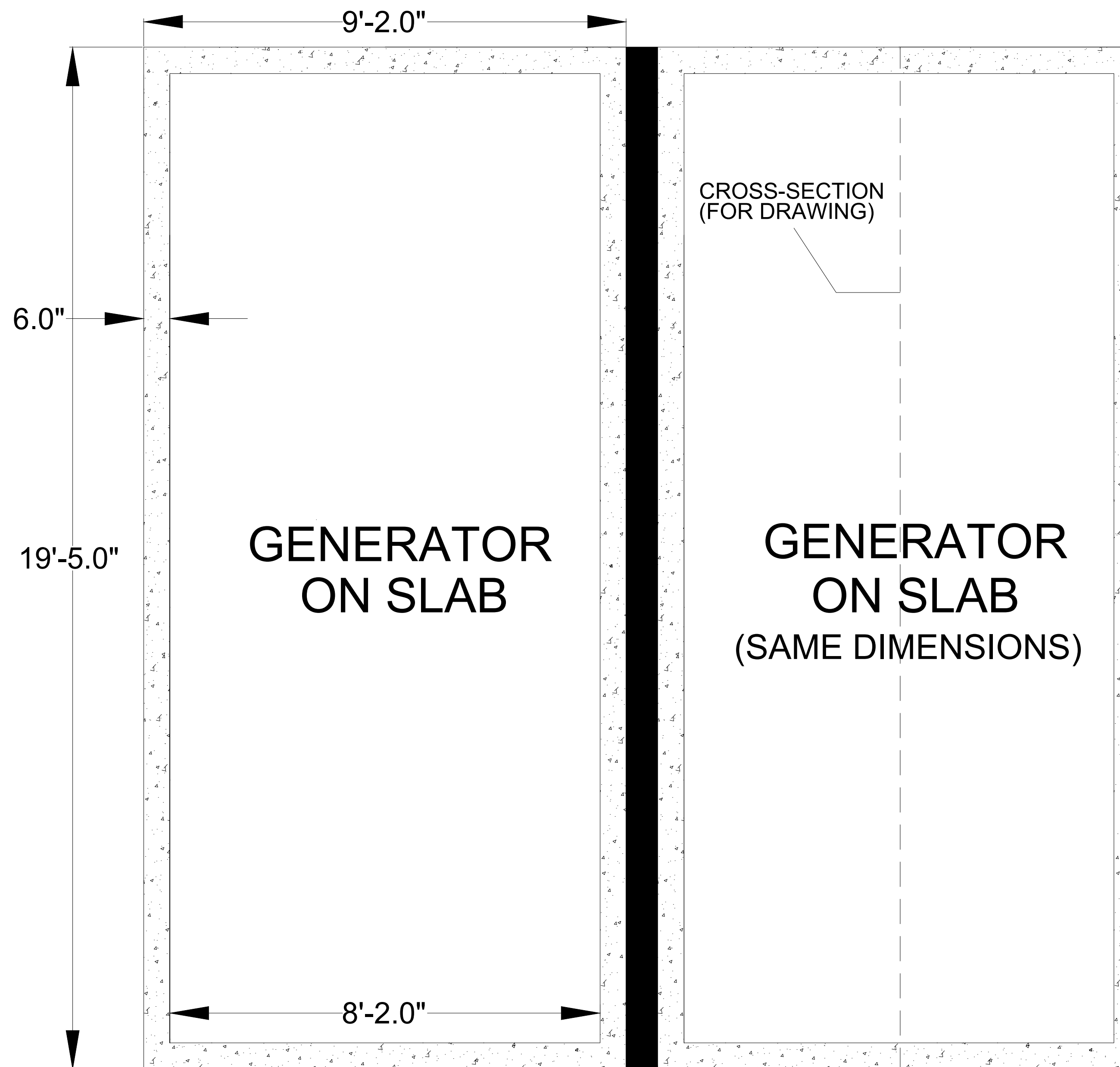
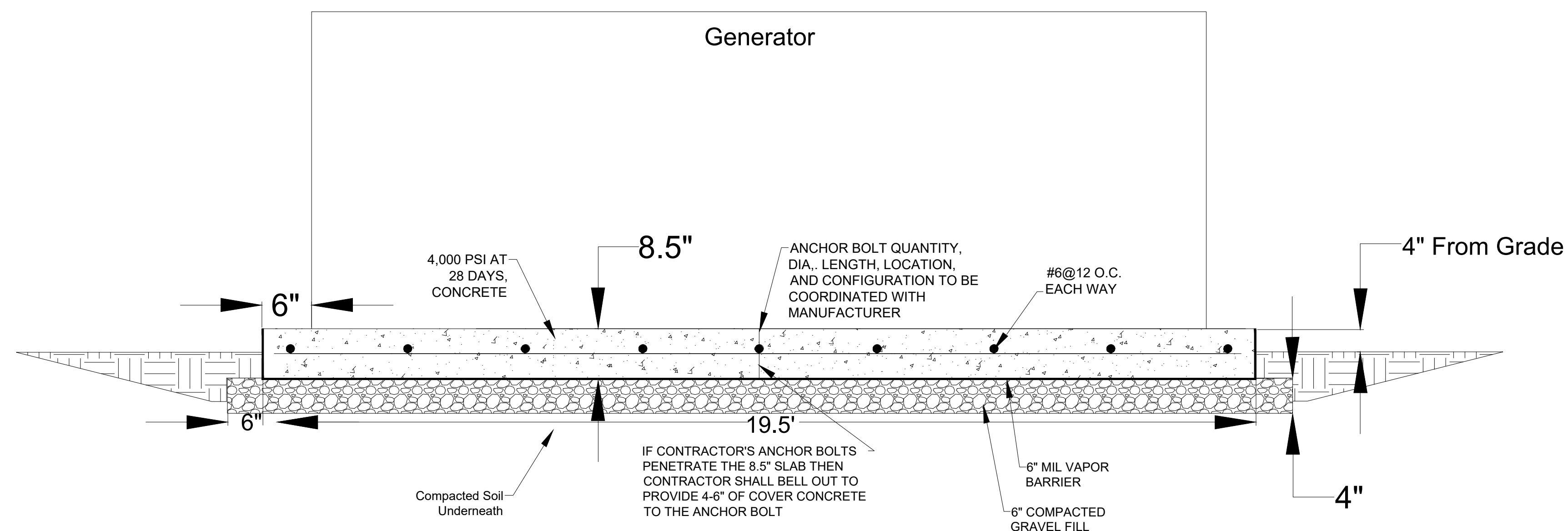
SCALE: NTS
TWO IDENTICAL PADS

2 GENERATOR PAD PLAN NOTES:

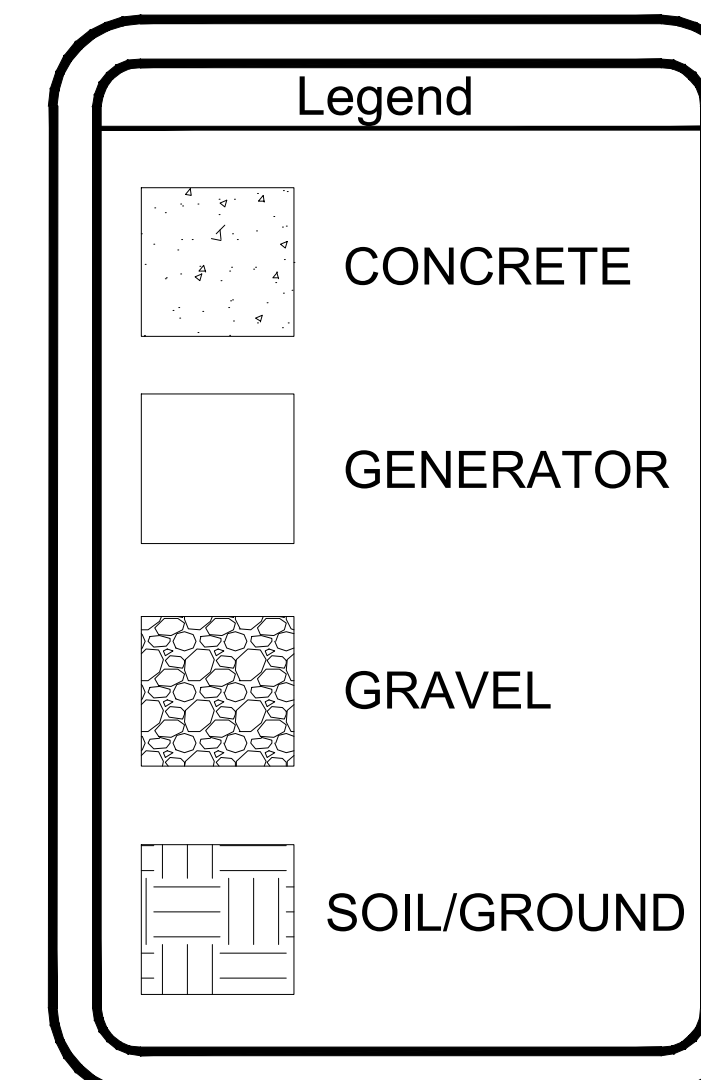
1. ALL WORK SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL CODES AND REGULATIONS.
2. CONTRACTOR SHALL OBTAIN ALL STATE AND LOCAL PERMITS AS REQUIRED.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS BEFORE STARTING WORK.
4. REMOVE ALL ORGANIC SOIL, ROOTS AND DEBRIS FROM UNDER THE SLAB AREA
5. CONCRETE SHALL NOT BE POURED IN TEMPERATURES BELOW 32 DEGREES F.
6. 2 IDENTICAL CONCRETE PADS TO BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE WITH A COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS AND WITH A MINIMUM THICKNESS OF 8.5", UNLESS NOTED OTHERWISE.
7. THE CONCRETE PAD SHALL BE REINFORCED WITH #6 REBAR AT 12 INCH CENTERS IN BOTH DIRECTIONS.
8. EXCAVATE GRADE TO 8" BELOW CURRENT GRADE, LAY VAPOR BARRIER AND 4" GRAVEL BASE.
9. EXPANSION JOINTS SHALL BE CONSTRUCTED IN BETWEEN BOTH SLABS. THE EXPANSION MATERIAL SHALL CONFORM TO ASTM D994. JOINT SEALER SHALL CONFORM TO ASTM D1190.
10. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS, DETAILS AND REQUIREMENTS BEFORE STARTING WORK.
11. INSTALL ANCHOR BOLTS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
12. SLAB DESIGN BASED OF THE ASSUMPTION OF USING THE MTU-8V0183GS260 GENERATOR WITH SOUND ATTENUATED ENCLOSURE.

3 CONCRETE PAD CROSS SECTION

SCALE: NTS



EXPANSION JOINT



REVISIONS	BY

ECM Consultants, Inc.
ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS
1301 CLEARVIEW PKWY. SUITE 200
METAIRIE, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
EMAIL: mail@ecmconsultants.com

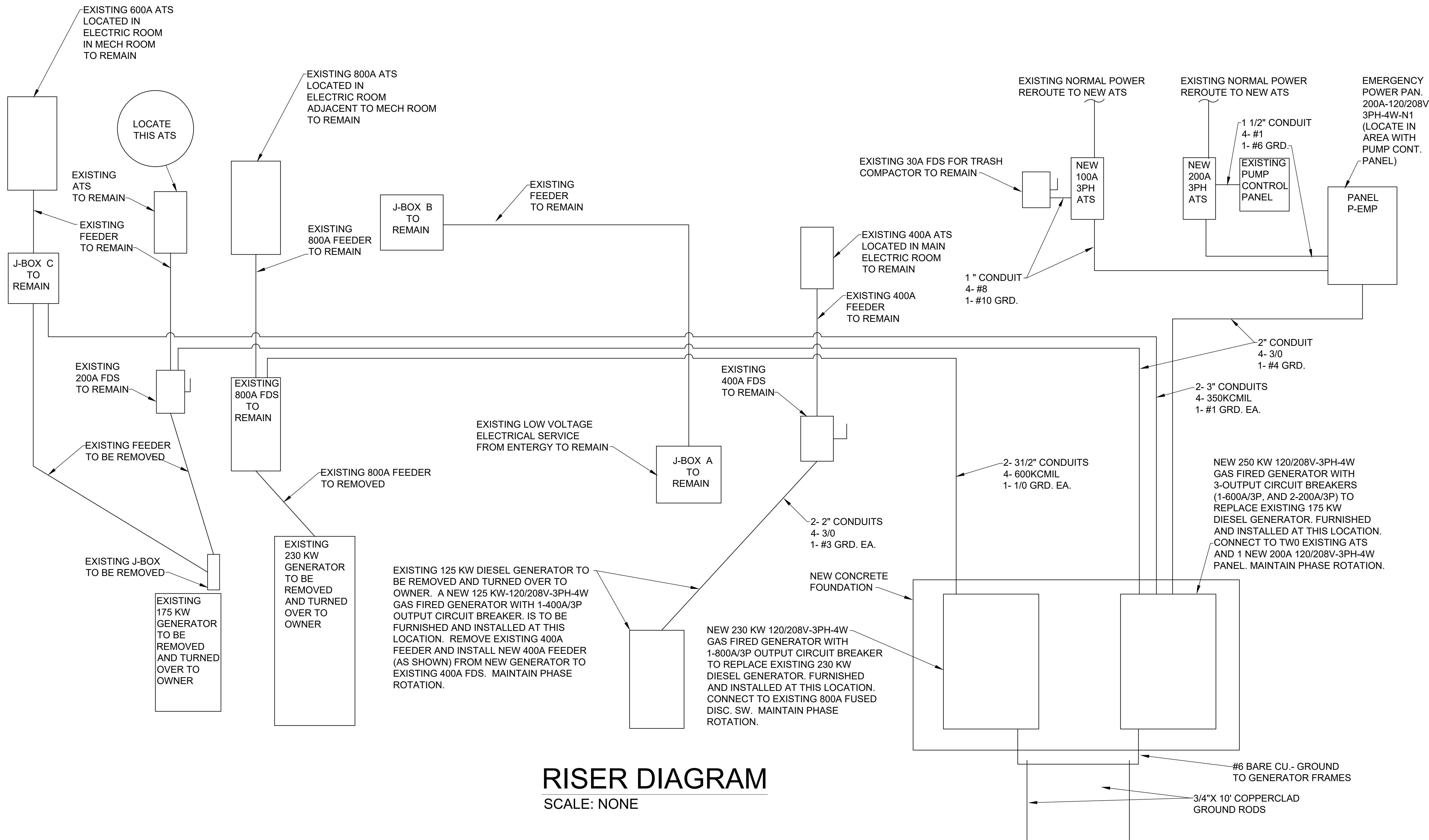
OWNER:
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2051 SENATE ST. BUILDING B, RM. 202
NEW ORLEANS, LOUISIANA 70122

GUSTE HIGH-RISE REMOVE & REPLACE GENERATORS NEW ORLEANS LOUISIANA
GENERATOR DETAILS

DRAWN: MLM
CHECKED: NGW
DATE: FEB. 16, 2024
SCALE: AS SHOWN
JOB NO.: 22462.04
SHEET NO.: S1.0
8 OF XX SHEETS

ELECTRICAL NOTES THIS SHEET:

1. CONNECT EACH NEW GENERATOR TO EXISTING ATS CONTROL AND ACCESSORY CIRCUITS AS REQUIRED THAT THE GENERATOR WILL POWER WHEN NORMAL POWER IS LOST.
2. MAINTAIN PHASE ROTATION TO ALL EXISTING EQUIPMENT.



RISER DIAGRAM
SCALE: NONE

PIVOTAL ENGINEERING
ARCHITECTURAL, CIVIL, ELECTRICAL,
ENVIRONMENTAL & MECHANICAL ENGINEERING
1515 POYDRAS STREET, STE. 1150
NEW ORLEANS, LA. 70112
504.799.3653 504.799.3654 FAX

THESE DRAWINGS HAVE BEEN PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERING ACT AND FEDERAL REGULATIONS PERFORMED BY OUR OFFICE.
PROFESSIONAL OF RECORD
DATE

GUSTE HIGH RISE
NEW ORLEANS LOUISIANA
GENERATOR REPLACEMENT
RISER DIAGRAM

revisions	
no.	date & description
1	
2	
3	
4	
5	

job number 22-136
drawn by IHJ
checked by BRM
date 12/07/22
phase PRELIMINARY

EXISTING BUILDING

REMOVE EXISTING 125 KW DIESEL GENERATOR AND REPLACE WITH NEW 125 KW GAS FIRED GENERATOR AT SAME LOCATION. REROUTE EXISTING CONTROL AND ACCESSORY POWER WIRING TO NEW 125 KW GENERATOR AND CONFIGURE TO NEW GENERATOR

NEW CONCRETE FOUNDATION

NEW FENCE

EXISTING 175 KW DIESEL GENERATOR TO BE REMOVED. REROUTE EXISTING CONTROL AND ACCESSORY POWER WIRING TO NEW 250 KW GENERATOR AND CONFIGURE TO NEW GENERATOR

EXISTING 230 KW DIESEL GENERATOR TO BE REMOVED. REROUTE EXISTING CONTROL AND ACCESSORY POWER WIRING TO NEW 230 KW GENERATOR AND CONFIGURE TO NEW GENERATOR

EXISTING CONCRETE FOUNDATION

NEW 230 KW GAS FIRED GENERATOR

NEW 250 KW GAS FIRED GENERATOR

EXISTING FENCE

EXISTING FENCE

EXISTING ENERGY TRANSFORMER TO REMAIN

ELECTRICAL SITE PLAN

SCALE: NONE

PIVOTAL ENGINEERING
 ARCHITECTURAL, CIVIL, ELECTRICAL,
 ENVIRONMENTAL & MECHANICAL ENGINEERING
 1515 POYDRAS STREET, STE. 1150
 NEW ORLEANS, LA. 70112
 504.799.3653 504.799.3654 / FAX

THESE DRAWINGS HAVE BEEN PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE STATE AND FEDERAL REGULATIONS PERIODIC CONSTRUCTION. I WILL BE PERFORMED BY OUR OFFICE.
 PROFESSIONAL OF RECORD
 DATE

**GUSTE HIGH RISE
 NEW ORLEANS LOUISIANA
 GENERATOR REPLACEMENT
 ELECTRICAL SITE PLAN**

revisions	
no.	date & description
1	
2	
3	
4	

job number 22-136
 drawn by IHJ
 checked by BRM
 date 12/07/22
 phase PRELIMINARY

drawing number
E-1.2

FURNISH AND INSTALL - APPROVED GENERATOR MANUFACTURERS

125 KW CUMMINS-C125N6-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-160"
 WIDTH - 40"
 HEIGHT - 72"
 APPROXIMATE WEIGHT-3940 LBS
 RECOMMENDED GAS PRESSURE- 6"-13" OF H2O
 FUEL CONSUMPTION AT 100% LOAD-1665.6 SCFH

MTU-10V0068GS125-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-100"
 WIDTH - 48"
 HEIGHT - 90"
 APPROXIMATE WEIGHT-5000 LBS
 RECOMMENDED GAS PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 1,500,000 BTU/FT3

KOHLER KG125-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-137.8"
 WIDTH - 45.4"
 HEIGHT - 67.4"
 APPROXIMATE WEIGHT-3562 LBS
 RECOMMENDED GAS PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 1678 CFH

130 KW GENERAC -SG130-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-144.5"
 WIDTH - 40.5"
 HEIGHT - 80"
 APPROXIMATE WEIGHT-3790 LBS
 RECOMMENDED GAS PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 1797 CFH

230 KW GENERAC -SG230-WITH LEVEL 3 SOUND ATTENUATED ENCLOSURE
 LENGTH-207.3"
 WIDTH - 67.3"
 HEIGHT - 128.9"
 APPROXIMATE WEIGHT-10990 LBS
 RECOMMENDED FUEL PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 3000 SCFH

250 KW CUMMINS-C250N6-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-281"
 WIDTH - 70"
 HEIGHT - 99"
 APPROXIMATE WEIGHT-12,500 LBS
 RECOMMENDED GAS PRESSURE-14"-20" OF H2O
 FUEL CONSUMPTION AT 100% LOAD-3430 SCFH

GENERAC -SG250-WITH LEVEL 3 SOUND ATTENUATED ENCLOSURE
 LENGTH-207.3"
 WIDTH - 63.7"
 HEIGHT - 128.9"
 APPROXIMATE WEIGHT-10990 LBS
 RECOMMENDED FUEL PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 3180 SCFH

KOHLER 250REZXB-WITH LEVEL 2 SOUND ATTENUATED ENCLOSURE
 LENGTH-178"
 WIDTH - 70.3"
 HEIGHT - 96.9"
 APPROXIMATE WEIGHT-8750 LBS
 RECOMMENDED GAS PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100% LOAD- 2782 CFH

260 KW MTU-8V0183GS260-WITH LEVEL 3 SOUND ATTENUATED ENCLOSURE
 LENGTH-222.25"
 WIDTH - 98.625"
 HEIGHT - 148.5"
 APPROXIMATE WEIGHT-14,000 LBS
 RECOMMENDED GAS PRESSURE- 7"-11" H2O
 FUEL CONSUMPTION AT 100 % LOAD- 3,000,000 BTU/FT3

GENERAL NOTES

- ALL EQUIPMENT FURNISHED AND ALL WORK SHALL BE IN STRICT CONFORMITY WITH ELECTRICAL SECTION OF REGULATORY INSPECTIONS FOR ORLEANS PARISH, STATE FIRE MARSHALL, N.E.C. & ALL OTHER APPLICABLE LAWS, ORDINANCES, CODES & RULES OF CONSTRUCTION APPLICABLE IN THE LOCALITY OF WORK.
- PERMITS, CERTIFICATES OF INSPECTION AND APPROVAL AS APPLICABLE TO THE VARIOUS PORTIONS OF THE WORK SHALL BE OBTAINED FROM THE INSPECTION AGENCY HAVING JURISDICTION THEREON AND SHALL BE DELIVERED TO THE ARCHITECT PRIOR TO ACCEPTANCE OF THE WORK. PAY ALL FEES REQUIRED IN CONNECTION WITH VARIOUS INSPECTIONS AND PERMITS.
- ELECTRICAL PLANS SHOW GENERAL WORK TO BE PERFORMED AND HAVE BEEN PREPARED TO ASSIST IN DETERMINING PROPOSED COST FOR THE TOTAL PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS WHICH MAY AFFECT HIS WORK AND FINAL BID PRICE.
- EACH BRANCH CIRCUIT AND/OR FEEDER SHALL HAVE A GREEN INSULATED EQUIPMENT GROUND CONDUCTOR, SIZED PER NEC.
- ALL PENETRATIONS THROUGH PARTITIONS AND CEILINGS SHALL BE PROPERLY SEALED TO MAINTAIN FIRE AND OR SMOKE RATING OF CEILINGS AND PARTITION.
- UPON COMPLETION, FURNISH AS-BUILT SCHEMATIC DRAWING OF ALL VARIATIONS OF EXISTING PLANS TO OWNER.
- UPON COMPLETION OF THE WORK, TEST THE NEW INDIVIDUAL SYSTEMS, INCLUDING ALL FEEDERS AND BRANCH CIRCUITS TO RECEPTACLES, LIGHTING WITH A 500 VOLT DC INSULATION TESTER (WITH AN 0-200 MEGOHM FULL SCALE.) ALL CONDUCTORS SHALL HAVE INSULATION TESTED WHEN WIRING SYSTEM IS COMPLETE AND A LOG KEPT OF THE CIRCUIT NAME, DATE AND MEGGER READINGS. RECORD FEEDER AND/OR CIRCUIT NAME, READING IN OHMS, AND SUBMIT REPORT TO ARCHITECT. CHECK FOR PROPER PHASE ROTATION. ALL TEST REPORTS SHALL BE TYPED. PROVIDE ALL INSTRUMENTS, LABOR, ETC. REQUIRED FOR TESTING. ALL TESTING SHALL BE OBSERVED BY THE ARCHITECT AND/OR REPRESENTATIVES OF ARCHITECT.
- UPON COMPLETION OF ALL TESTS AND ACCEPTANCE, FURNISH THE OWNER A WRITTEN GUARANTEE COVERING THE ELECTRICAL WORK DONE AND EQUIPMENT INSTALLED FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, RECTIFY AND REPLACE ANY DEFECTIVE MATERIAL OR WORKMANSHIP AND REPAIR DAMAGE CAUSED THEREBY WITHOUT ANY ADDITIONAL COST TO THE OWNER.
- COORDINATE ALL LOCATIONS OF EQUIPMENT AND FINAL TERMINATION POINTS OF HVAC, PLUMBING, EXISTING EQUIPMENT, OWNER SUPPLIED EQUIPMENT, ETC., WITH APPROVED SHOP DRAWINGS OR OWNERS EQUIPMENT VENDOR PRIOR TO START OF ROUGHIN. WHERE REQUIRED, FIELD MOUNT U.L. LISTED AND APPROVED LUGS FOR OVERSIZED CONDUCTORS SPECIFIED.
- IN EVENT OF CONFLICT OF INFORMATION IN THE SPECS AND/OR PLANS, CONTRACTOR SHALL BID ON THE MOST EXPENSIVE OPTION. IF SPECS MENTION THAT A CERTAIN COMPONENT IS NEEDED, CONTRACTOR IS RESPONSIBLE TO PROVIDE SUCH, EVEN IF IT IS NOT SHOWN ON PLANS OR DETAILS.
- CONTRACTOR SHALL PROVIDE SCALE COORDINATION DRAWINGS FOR ENGINEER TO REVIEW PRIOR TO ANY ROUGH-IN OR ORDERING ANY EQUIPMENT IN ORDER TO AVOID ANY CONFLICTS ESPECIALLY IN TIGHT AREAS AND AT PENETRATIONS
- A 130KW GENERATOR MAY BE SUPPLIED IN LIEU OF A 125KW GENERATOR
- A 250KW GENERATOR MAY BE SUPPLIED IN LIEU OF A 230KW GENERATOR
- A 260KW GENERATOR MAY BE SUPPLIED IN LIEU OF A 230KW, OR A 250KW GENERATOR
- ALL GENERATORS TO BE BY THE SAME MANUFACTURER

PANEL:		P-EMP																		
BUS AMPS:		200			KAIC: 65															
MAIN SIZE / TYPE:		200A/MLO			SERVICES: EMERGENCY POWER															
VOLTS / PHASE:		120/208V-3PH-4W			MOUNTING: SURFACE															
SECTION:		1 OF 1			LOCATION: MECHANICAL ROOM															
CKT. NO.	LOAD DESCRIPTION	VOLT AMPS / PHASE			WIRE SIZE	COND. SIZE	BKR. AMP	NO. POLES	A B C			NO. POLES	BKR. AMP	COND. SIZE	WIRE SIZE	VOLT AMPS / PHASE			LOAD DESCRIPTION	CKT. NO.
		A	B	C					A	B	C					A	B	C		
1		11160.00																		2
3	PUMP CONTROL PANEL		11160.00		#1 #6 GRD	1 1/2"	125	3				3	30	1"	#8 #10 GRD	2400.00	2400.00			4
5				11160.00														2400.00		6
7	SPACE																			8
9	SPACE																			10
11	SPACE																			12
13	SPACE																			14
15	SPACE																			16
17	SPACE																			18
19	SPACE																			20
21	SPACE																			22
23	SPACE																			24
SUBTOTALS		11160.00	11160.00	11160.00												2400	2400	2400		SUBTOTALS
PANEL NOTES:		TOTAL PHASE - A VA 13560.00 AMPS 113.00 TOTAL PHASE - B VA 13560.00 AMPS 113.00 TOTAL PHASE - C VA 13560.00 AMPS 113.00 TOTAL PANEL VA 40680.00 AMPS 113.00																		

ELECTRICAL SCHEDULES AND NOTES

SCALE: NONE

PIVOTAL ENGINEERING
 ARCHITECTURAL, CIVIL, ELECTRICAL,
 ENVIRONMENTAL & MECHANICAL ENGINEERING
 1515 POYDRAS STREET, STE. 1150
 NEW ORLEANS, LA. 70112
 504.799.3653 504.799.3654 FAX

THESE DRAWINGS HAVE BEEN PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE STATE AND FEDERAL REQUIREMENTS FOR PROFESSIONAL ENGINEERING. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES.
 PROFESSIONAL OF RECORD
 DATE

GUSTE HIGH RISE
NEW ORLEANS LOUISIANA
GENERATOR REPLACEMENT
SCHEDULES AND NOTES

revisions	
no.	date & description
1	
2	
3	
4	
job number	22-136
drawn by	IHJ
checked by	BRM
date	12/07/22
phase	PRELIMINARY

drawing number
E-1.3



ELECTRICAL ELEVATION VIEW

SCALE: NONE

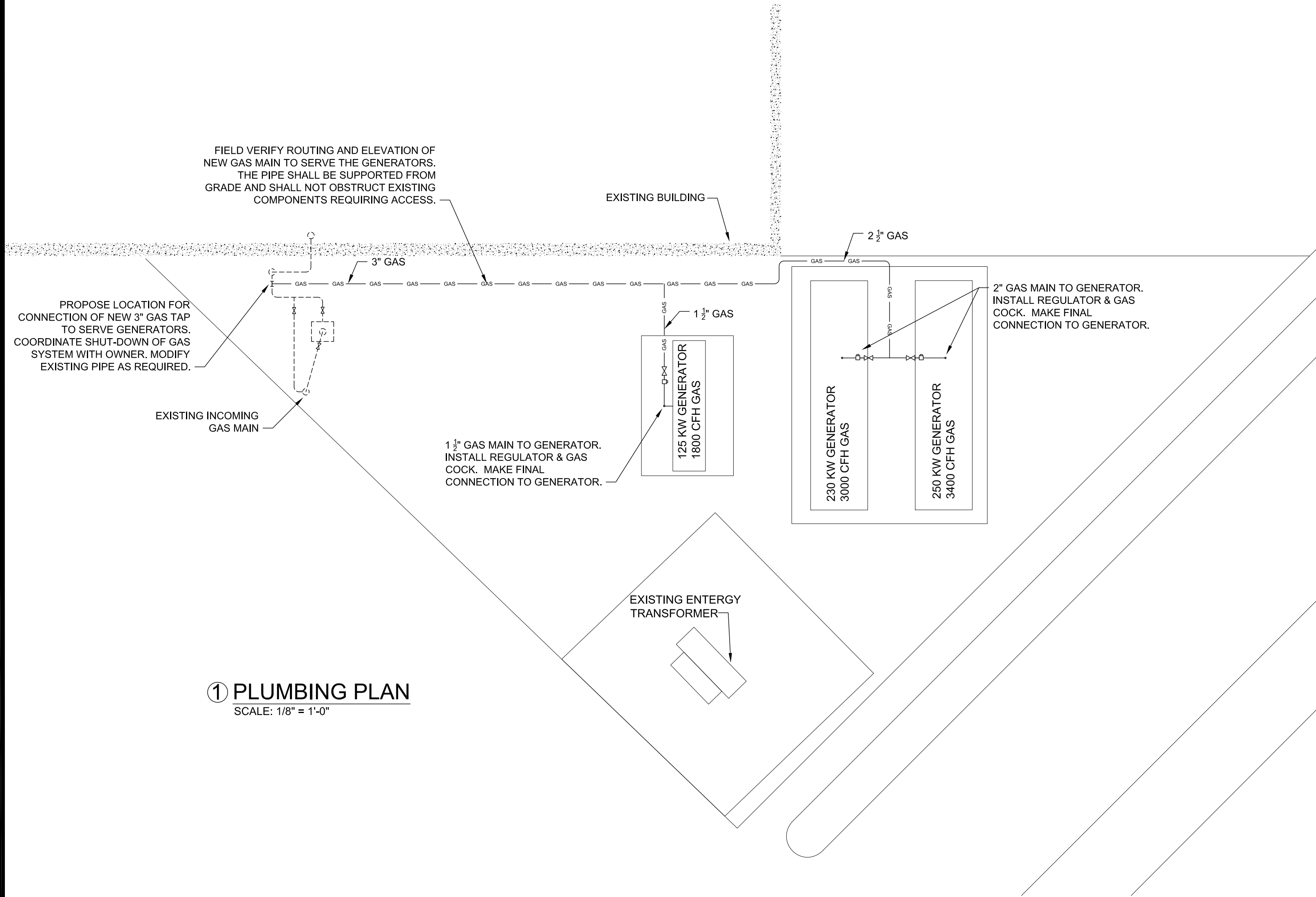
PIVOTAL ENGINEERING
 ARCHITECTURAL, CIVIL, ELECTRICAL,
 ENVIRONMENTAL & MECHANICAL ENGINEERING
 1515 POYDRAS STREET, STE. 1150
 NEW ORLEANS, LA. 70112
 504.799.3653 504.799.3654 / FAX

THESE DRAWINGS HAVE BEEN PREPARED
 TO THE BEST OF MY KNOWLEDGE AND
 BELIEF IN ACCORDANCE WITH THE
 STATE AND FEDERAL REQUIREMENTS
 PERIODIC CONSTRUCTION INSPECTION
 PERFORMED BY OUR OFFICE.
 PROFESSIONAL OF RECORD
 DATE

**GUSTE HIGH RISE
 NEW ORLEANS LOUISIANA
 GENERATOR REPLACEMENT
 ELEC ELEVATION VIEW**

revisions	
no.	date & description
1	
2	
3	
4	
job number	22-136
drawn by	IHU
checked by	BRM
date	12/07/22
phase	PRELIMINARY

drawing number
E-1.4

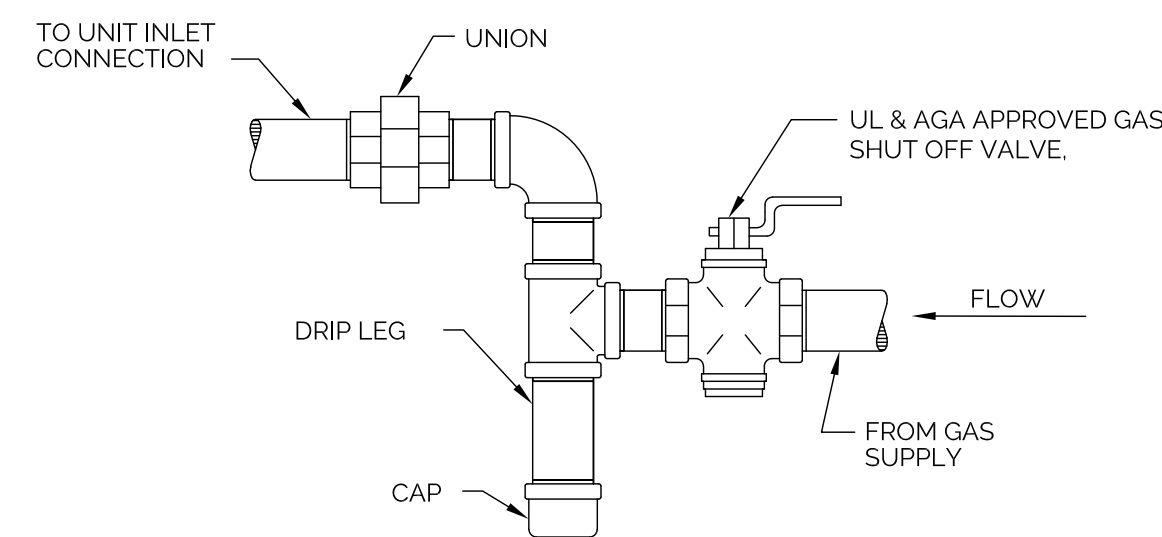


② EXISTING INCOMING GAS MAIN
SCALE: 1/4" = 1'-0"

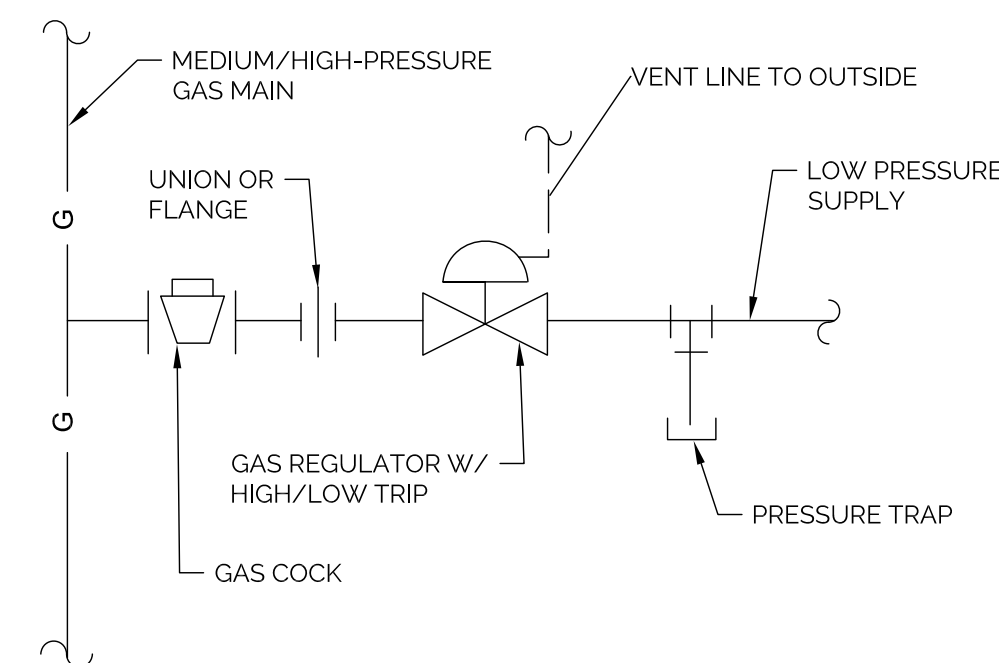


PROPOSE LOCATION FOR CONNECTION OF NEW 3" GAS TAP TO SERVE GENERATORS. COORDINATE SHUT-DOWN OF GAS SYSTEM WITH OWNER. MODIFY EXISTING PIPE AS REQUIRED.

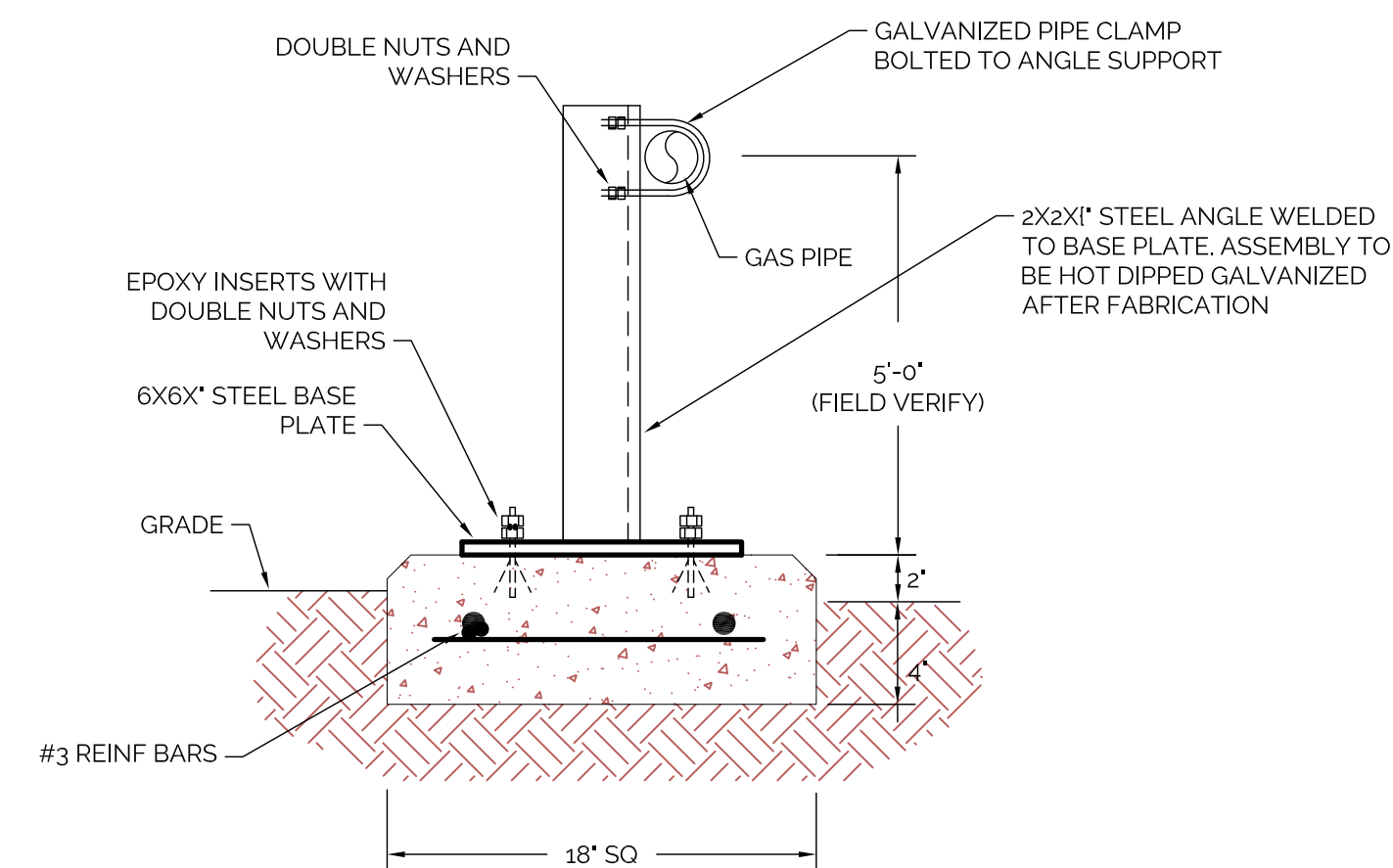
③ EXISTING GAS MAIN
SCALE: 1/4" = 1'-0"



GAS CONNECTION DETAIL
NOT TO SCALE



GAS REGULATOR
NOT TO SCALE



GAS HEADER PIPE SUPPORT DETAIL
NOT TO SCALE

REVISIONS	BY

ARCHITECT/ENGINEER:
ECM Consultants, Inc.
ENGINEERS - ARCHITECTS - CONSTRUCTION MANAGERS
1301 CLEARVIEW PKWY, SUITE 200
METairie, LOUISIANA 70001
PHONE: (504) 885-4080, FAX: (504) 885-1439
EMAIL: mail@ecmconsultants.com

OWNER:
HOUSING AUTHORITY OF NEW ORLEANS
2051 SENATE ST. BUILDING B, RM. 202
NEW ORLEANS, LOUISIANA 70122

GUSTE HIGH-RISE GENERATOR REPLACEMENT NEW ORLEANS
LOUISIANA
PLUMBING PLAN

DRAWN	SS
CHECKED	HRG
DATE	NOVEMBER 1, 2023
SCALE	AS SHOWN
JOB NO.	22462.01
SHEET NO.	

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

“NO BID” RESPONSE FORM

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

Check all that apply:

- I am submitting a “No Bid” at this time.
Please keep my name on the Agency’s Bidder’s List.
 - Too busy at this time
 - Job too small
 - Job too large
 - Territory too large to cover
 - Cannot meet delivery requirements
 - I cannot meet the Terms and Conditions of the solicitation because:
 - I do not provide products/services of this nature.
 - Insufficient time to respond to solicitation
 - Unable to meet bond/insurance requirements
 - Specifications too restrictive. Please explain:

 - Specifications unclear. Please explain:

 - Other: _____
- Please remove my name from this product/service category. I wish to submit a revised Vendor Registration Form. You may receive a copy by email by contacting Procurement at procurement@hano.org.
- I no longer wish to do business with Housing Authority of New Orleans. Please remove my name from the Agency’s Source List(s).

Name of Company

Date

Printed Name of Authorized Representative

Phone Number

Signature of Authorized Representative

Email

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



TABLE OF CONTENTS FOR ATTACHMENTS

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

IFB Attachment A (Form of Bid)



INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

FORM OF BID
(ATTACHMENT A)

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

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

SECTION 3 STATEMENT

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

BIDDER’S STATEMENT

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

Signature

Date

Printed Name

Company

Attachment B

Profile of Firm Form



INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

PROFILE OF FIRM FORM
(Attachment B)

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

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

Signature

Date

Printed Name

Company

Attachment C Supplemental Conditions



SUPPLEMENTAL CONDITIONS

The Contractor shall possess a major classification in Building Construction

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

Time of Completion. The Contractor shall commence work under this contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by the local authority. The Contractor shall complete the work in **365 calendar days**. The work shall be considered complete only when the Local Authority has issued its formal "Certificate of Acceptance".

Liquidated Damages

The cost per day in Liquidated Damages for delay of completion of this project is **\$700.00**.

Contract Type

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

Davis Bacon

Davis Wage Rates are in effect for this project.

Bonding

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

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

Employment, Training and Contracting Policy

PART I- POLICY, PURPOSE, REQUIREMENTS, DEFINITIONS

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

PART II- PROCUREMENT & CONTRACTOR REQUIREMENTS AND PROCEDURES

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

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

PART III – COMPLIANCE REQUIREMENTS

- A. COMPLIANCE REQUIREMENTS FOR HIRING & CONTRACTING
- B. PROJECT LABOR AGREEMENTS OR COMMUNITY WORKFORCE AGREEMENTS

PART IV – TRAINING REQUIREMENTS

- A. TRAINING AND INTERNSHIP REQUIREMENTS

PART V – CONTRACTING AND COMPLIANCE FORMS

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

Invoicing

Invoices shall be submitted monthly to the Department of Finance with a copy to the Modernization and Development Department. The invoice shall provide an invoice number, service dates, purchase order number, Task Order number, and a description of services provided and the name/title of employee who rendered the services. Invoices shall be submitted on the contractor's own invoice form.

Payments

All vendors should submit invoices to the Finance Department on or before the days listed below. All vendor invoices are due on the 1st or 15th of the month. Invoice payments are as follows:

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

Request for Taxpayer Number and Certification (W-9)

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

Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this IFB, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

Indemnification

The successful Respondent(s) will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent(s) will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HANO will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Respondent of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this IFB will survive the expiration or termination of that contract.

Rights, Use, and Ownership of Assessment Materials

Assessment materials generated because of performing the Scope of Services contained in this contract shall be confidential, proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named in the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

The selected Respondent shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and State of Louisiana Ethics Code.

Third Party Claims on Software

HANO shall be held harmless from any third-party legal claims involving the use by HANO of any software product or technique provided by the selected Respondent.

Licenses and Certifications

The successful Respondent shall possess all the required State and Local licenses and certifications required to perform work of the type required by this contract in the City of New Orleans. In addition, the Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

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

Contractual Obligations

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HANO will hold the selected respondent(s) responsible for the proposed services.

Certification of Legal Entity

Prior to execution of the Contract Agreement, the Respondent shall certify that joint ventures, partnerships, team agreements, new corporations or other entities that either exist or will be formally structured are or will be legal and binding under Louisiana law.

Certifications

In submitting the bid, the Respondent is indicating a willingness to comply with all terms and conditions of the IFB, including but not limited to those set forth in HUD Form 5370-C, General Contract Conditions, Non-Construction, and these Supplemental Conditions.

Personnel

In submitting their bids, Respondents are representing that the personnel described in their bids shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the bid due date and time. Furthermore, all personnel shall be, at all times, the sole employees of the Respondent under its sole direction, and not employees or agents of HANO.

Respondent Status

HOUSING AUTHORITY OF NEW ORLEANS, LA

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

The successful Respondent will be held to be an independent Consultant and will not be an employee of HANO.

Assignment

The successful Respondent shall not enter any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this IFB, or any of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of the HANO.

Advertising

In submitting a bid, the successful Respondent agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law firms to advertise or promote the fact of their relationship with HANO while marketing efforts, unless HANO specifically agrees otherwise.

Media Relations

The Contractor shall not make public comment on HANO matters without express written approval from HANO's Director of Communications. All media inquiries shall be referred to the Administrative Receiver and to the Director of Communications.

Assumption of Risk

Contractor is aware and acknowledges that HANO has no knowledge and/or duty to investigate the physical condition of any prospective property and/or the health conditions of any prospective property owners and/or occupants, including but not limited to tenants, subtenants, invitees, assignees, and/or any other person that has entered and/or lived in a prospective property. Contractor hereby agrees to assume all risk(s) associated with any potential infectious diseases, viruses, or the like, including but not limited to COVID-19 (Novel Coronavirus Disease), that may be present in a prospective property and/or a prospective property's owner(s) and/or occupant(s). Contractor agrees, acknowledges, and assumes all potential risks, including risk of infection, transmission, and/or contraction of any infectious disease, virus, and/or illness, to view and/or enter a prospective property. Contractor further agrees to hold harmless and release HANO, including any and all agents, assigns, and/or successors, from any and all liability and/or potential claims, whether from Contractor or third party, arising from and/or in any way related to Contractor's alleged infection, transmission, and/or contraction of any infectious disease, virus, and/or illness from a prospective property, except any claim and/or cause of action arising from HANO's gross negligence and/or willful misconduct.

Attachment D Acknowledgment of Addenda



INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

**ACKNOWLEDGEMENT OF
ADDENDA (ATTACHMENT D)**

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)

Attachment E Certification of Contractor Non- Exclusion



CERTIFICATION OF CONTRACTOR NON-EXCLUSION

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA R.S. 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 – Public Contracts.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for award of a contract, HANO shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of or have not entered a plea of guilty or nolo contender to any of the crimes listed above or equivalent crimes.

(Print)

(Date)

(Signature)

Attachment F E-Verification Affidavit

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



E-VERIFICATION AFFIDAVIT

(Employer)

STATE OF _____

CITY/COUNTY OF _____

I, _____ Being duly sworn, attests and says that:
(Authorized Signatory)

_____ a private organization,
(Name of Private Company/Employer)

duly registered in the aforementioned state and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm the legal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administrated by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

Signature of

(Authorized Signatory)

(Printed Name/Title of Authorized Signatory)

Sworn to and subscribed before me:

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

Attachment G Sample Bid Bond Form



INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

SAMPLE FORM OF BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of Louisiana, as Surety, are held and firmly bound unto the Housing Authority of New Orleans (HANO), for the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted a bid for _____

_____ Located at _____
(Identify project by number and brief description)

NOW THEREFORE, if the HANO shall accept the bid of the Principal and the Principal shall enter into a contract with the HANO in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the HANO the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the HANO may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of La. R.S. 38:2241; 38:2216, as amended, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals, this __ day of _____, 20_____.

PRINCIPAL

SURETY

(Name and Seal)

(Attorney-in-Fact)

ATTEST: _____

ATTEST: _____

HOUSING AUTHORITY OF NEW ORLEANS, LA

Attachment H Performance and Payment Bond Sample Form

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



INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

PERFORMANCE AND PAYMENT BOND (OR BONDS)

CITY OF: _____ STATE OF: LOUISIANA

PARISH OF: _____ PROJECT NO: _____

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned: _____

Of the City of _____ Parish of _____, State of _____

As Principal, and _____, duly authorized under the Laws of the State of Louisiana to act as surety on bonds for the Principals, and as SURETY, are held and firmly bound unto the HOUSING AUTHORITY of the City of NEW ORLEANS, in Louisiana, a public body corporate and politic, created under and by virtue of the Laws of the State of Louisiana, (hereinafter referred to as the Local Authority) and to subcontractors, workmen, laborers, mechanics, furnishers of materials, and to all others entitled to protection under public Contract Bonds in accordance with the Laws of this State, the provisions of such Laws being incorporated herein by reference as their interest may appear, all of whom shall have the right to sue upon this Bond in the penal sum of:

_____ (\$_____)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,

The above bounded Principal has on the _____ day of _____, 20____, by an Instrument in writing, entered into a Contract with the Local Authority to furnish all materials, labor, tools, equipment, supervision, and other accessories, and to do all work necessary to complete the requirements within the Plans and Specifications for: _____, and Addenda thereto, numbered _____ Dated: _____ and, which said Specifications, Addenda and Drawings are incorporated herein by reference, and made a part hereof.

NOW, THEREFORE, if the said principal shall well and truly in good sufficient and workmanlike manner, faithfully perform said Contract and Agreement, and shall and will in all respects duly and faithfully perform all and singular the covenant-conditions and agreements in and by said Contract agreed and covenanted by the said Principal, to be observed and performed and according to the true intent and meaning of said Contract, Plans and Specifications thereunder perform and complete the work required, and shall defend, indemnify and save harmless said Local Authority against all damages, claims, demands, expenses, and charges of every kind

HOUSING AUTHORITY OF NEW ORLEANS, LA

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

(including claims of patent infringement) arising out of injury or damage to persons or property by reason of said Contract and the work thereunder required of said Principal or arising from any act, omission or neglect of said Principal, his agents, or employees with relation to said work and shall pay all costs, charges, rentals, and expenses for labor, materials, supplies, and equipment, and deliver to the said Local Authority completed and ready for occupancy or operation and free from all liens, encumbrances, or claims for labor, materials or otherwise, during the original term of same, as well as during any period of extension of said Contract that may be granted on the part of the Local Authority; and shall promptly well and truly make payment to persons, firms, corporations, subcontractors, workmen, laborers, mechanics, furnishing materials for, or performing labor in prosecution of work provided in such Contract, all moneys to them owing by said Principal for subcontractor's work, labor and materials, workmen's compensation insurance, excise taxes or other lawful public charges, provided, furnished, or applicable to the construction of such improvements, provided in such Contract, for the said Local Authority and shall pay to the said Local Authority, all penalties provided for under the laws of this State for the violation of any provisions of law and/or of the provisions of said Contract, and shall pay all other expenses lawfully chargeable to the said Local Authority by reason of any default or neglect in the relation of said Contract and said work-then the obligation shall be and become null and void, otherwise to remain in full force and effect.

No modifications, omissions, or additions in or to the terms of said Contract, in the Plans and Specifications, or in the manner and mode of payment, shall in any manner affect the obligation of the undersigned Surety in connection with the aforesaid Contract.

The undersigned hereby does further consent and yield to the jurisdiction of the Civil District Court for the Parish of Orleans, in the State of Louisiana and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Surety, as well as all pleas or discussions in regard to the Contractor, its Principal under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this Instrument under their several Seals, and these presents duly signed by their undersigned representative pursuant to the authority of their governing bodies;

IN THE PRESENCE OF:

ATTEST:

By: _____

Title: _____

Date: _____

HOUSING AUTHORITY OF NEW ORLEANS, LA

INVITATION FOR BIDS (IFB) No. 24-912-18 Replace Three (3) Generators at Guste High Rise

BUSINESS ADDRESS:

(Corporate Surety)

ATTEST:

By: _____

Title: Attorney-in-Fact

Date: _____

BUSINESS ADDRESS:

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium is \$ _____

Attachment I

HUD-5369-A



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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Attachment I-1

SF-LLL Disclosure of Lobbying Activities



DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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



Certification of Payments to Influence Federal Transactions

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

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Attachment I-3
HUD-50070
Certification for a
Drug Free
Workplace



Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X

Attachment J

HUD-5369



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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment K

Non-Collusive



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

NON-COLLUSIVE AFFIDAVIT

(Respondent)

State of _____

City/County of _____

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

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

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

Signature of

Respondent, if an individual

Partner, if the OFFEROR is a partnership

Officer, if the OFFEROR is a corporation

Subscribed and Sworn to before me

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

Notary Public

My Commission Expires _____.

Attachment L

Corporate Resolution Sample



CORPORATE RESOLUTION

I, _____, the undersigned Secretary of _____ (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of _____ and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, or any contract entered into with the City of Austin: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this _____ day of _____, 202_.

Secretary-Treasurer

(Corporate Seal)

Attachment M

Vendor Registration Form



* Attach Documentation (If Provided)

Select All Applicable Products/Service in Each Category:

Voice Services & Products:

- Call Accounting
- Calling Cards
- Local Services
- Voice Bridging
- VoIP Solutions
- Call Center
- Telephone Equipment
- Long Distance Services
- Voice Systems
- Wireless/Cellular
- Other: _____
- Other: _____

Network/Internet Services & Products:

- Converged Network Provider
- Internet Access
- Virtual Learning
- Custom Network/Internet Solutions
- Network Equipment
- Wireless LAN/MAN/WAN
- Other: _____
- Other: _____

Video Services & Products:

- Audio/Visual Equipment
- Interactive Video & Multimedia Equipment
- Video Bridging
- Integration Services
- Network Access
- Other: _____
- Other: _____

e-Learning Solutions:

- Course/Learning Management Application
- Training/Certification
- Course Content Provider
- Hosting – ASP Services
- Other: _____
- Other: _____

Computer Services & Products:

- Application Software (Microsoft, Adobe, Lotus, etc.)
- E-mail Applications
- Network Devices
- SAN, Enterprise, Etc.
- Web & Application Hosting/IT Services
- Computers, Servers & Add-On Components
- Internet Content Filtering Applications & Devices
- Peripheral Equipment
- Storage Systems
- Other: _____
- Other: _____

Additional Services & Products:

- Auditors
- Electrical Generators & Power Suppression Equip
- Office Furniture
- Consulting
- Library Supplies, Equipment & Furniture
- Office Supplies & Equipment
- Other: _____
- Other: _____
- Other: _____

Circle all that Apply: (DBE) (WBE) (MBE) (Section 3) (Small Business)

Required: (Attach a copy of your certification for all items circled above)

Check one: ___ African American ___ Hispanic ___ Native American ___ Asian ___ Caucasian ___ Other

Definitions:

Disadvantage Business Enterprise (DBE) – A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as members of a racial minority group, such as African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Aleuts or Hasidic Jewish Americans.

Woman Business Enterprise (WBE) - A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

Section 3 Business - A business that meets one of the following:

1. 51% or more owned and controlled by a resident of any HANO Housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site;
2. Hud Youthbuild Program in Orleans Parish;
3. Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish Residents or whose full-time permanent workforce includes 30% of HANO residents or low/very low-income Orleans Parish residents;
4. Business that subcontracts in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

Small Business Enterprise (SBE) — A business concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation for which it is bidding and qualifies as a small business under the criteria and size standards in 13 CFR Part 121 (see FAR 19.102).

DECLARATION BY VENDOR

I confirm that:

- i) Neither I nor any employee of _____ is in any way connected to the Housing Authority of New Orleans or its employees or an immediate family member of any Housing Authority of New Orleans employee.
- ii) For each relationship, I will include a brief statement describing the relationship.
- iii) The information furnished is correct to the best of my knowledge and belief.

Printed Name of Authorized Signatory

Signature

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

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

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL E accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment N

Section 3 Business Preference



HOUSING AUTHORITY OF NEW ORLEANS

4100 Touro St. | New Orleans, LA 70122

(504) 670-3448 (Office)

Website: www.hano.org

INTERNAL PROCEDURES, INSTRUCTIONS, AND FORMS

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

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

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

Motivation Compliance and Training, Inc.

compliance@motivation-inc.com

877-882-8832

Updated October, 2023



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

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SECTION 3 BACKGROUND

Applicable to all expenditures and agreements regardless of the dollar amount

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

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

INTERNAL PROCEDURES FOR IMPLEMENTATION OF THE RULE

Housing Authority of New Orleans Internal Hiring Procedure

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

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

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

Housing Authority of New Orleans Contractor Hiring Notice

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

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

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

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

Housing Authority of New Orleans Contracting Procedure

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

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

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

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

Housing Authority of New Orleans Internal Resident Training Procedure

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

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

All advertisements for training will carry this wording:

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

Key Rule Components

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

§ 75.1 Purpose.

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

§ 75.3 Applicability.

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

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

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

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

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

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

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

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

§ 75.5 Core Definitions Only.

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

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

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

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

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

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

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

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

Public housing project is defined in 24 CFR 905.108.

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

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

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

Section 3 business concern means:

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

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

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

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

Section 3 worker means:

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

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

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

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

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

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

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

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

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

§ 75.9 Requirements

(a) Employment and Training.

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

(b) Contracting.

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

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

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

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

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

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

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

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

(iii) A YouthBuild participant.

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

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

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

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

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

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

(i) The total number of labor hours worked;

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

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

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

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

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

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

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

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

§ 75.17 Contract Provisions.

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

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

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

§ 75.29 Multiple Funding Sources.

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

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

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

§ 75.31 Recordkeeping.

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

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

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

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

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

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

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

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

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

Benchmarks

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

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

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

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

Forms Package Follows on the Next Page

HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 NEW RULE 24 CFR Part 75

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

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

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

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

Documents included in this package:

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

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

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

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

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

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

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

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

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

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

HANO MONTHLY REPORTING INSTRUCTIONS

STEP ONE

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

STEP TWO

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

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

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

STEP THREE

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

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

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

STEP FOUR

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

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

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

STEP FIVE

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

SECTION 3 BUSINESS

Voluntary Self-Certification Form

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

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

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

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

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

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

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

Print Name

Phone		Email	
-------	--	-------	--

Address

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

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

Check only one box below that describes your situation:

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

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

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

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

Signature: _____

Date: _____

Income Limits website: https://www.huduser.gov/portal/datasets/il/il2023/select_Geography.odn

SECTION 3

Required Hours Worked Reporting

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

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

Section 3 Employees are now defined to as:

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

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

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

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

Housing Authority of New Orleans

Name: Peter Do

Email: section3@hano.org

Phone: 504-670-3266

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

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

Company Name: _____

Contract or Project Name: _____

Trade Work/Classification: _____

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

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

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

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

Signature: _____ Print: _____ Date: _____

Attachment O

Davis Bacon Wage Rates



"General Decision Number: LA20240041 01/05/2024

Superseded General Decision Number: LA20230041

State: Louisiana

Construction Type: Building

County: Orleans County in Louisiana.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ASBE0053-001 09/04/2023

Rates Fringes

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

ELEC0130-010 12/04/2023

Rates Fringes

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

ELEV0016-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 46.83 37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for under 5 years of service as vacation pay credit.

ENGI0406-002 07/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR
(Crane).....\$ 23.46 8.35

CRANE PREMIUMS:
50-150 Tons \$1.75
Over 150 Tons \$2.25

IRON0623-021 01/01/2023

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 33.25	12.22

PAIN1244-006 09/01/2023

	Rates	Fringes
GLAZIER.....	\$ 24.44	11.92

PAIN1244-013 12/01/2021

	Rates	Fringes
PAINTER: Spray Only (Excludes Drywall Finishing/Taping).....	\$ 18.83	9.48

PLAS0567-001 08/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.47	7.97

PLUM0060-009 06/05/2023

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

SHEE0214-010 09/01/2013

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 26.71	11.93

SULA2012-026 09/22/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.66	0.00
CARPENTER (Form Work Only).....	\$ 15.00 **	0.00

CARPENTER, Excludes Drywall

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

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION"

Attachment P

Statement of Bidder's Qualifications



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

INVITATION FOR BIDS #24-912-00

STATEMENT OF BIDDER'S

QUALIFICATIONS

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

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

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

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

STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.)**QUALITY ASSURANCE**

	YES	NO
A. Has the Bidder has successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?		

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages if additional space is needed.

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:

The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:
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Attachment Q

Entry of Proposed Fees



LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

(Owner to provide name and address of owner)

BID FOR: 24-912-18
Replace Three (3) Generators at Guste High Rise

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: The Department of Procurement and Contracts and dated: _____
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

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

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.